



Village of Libertyville Board of Trustees Meeting
AGENDA
February 23, 2016
8:00 p.m.
Village Hall Board Room

1. Roll Call

a. GFOA Certificate Of Achievement For Excellence In Financial Reporting

Documents: [gfoa.pdf](#)

b. Proclamation: Libertyville Youth/Fine Arts Month

Documents: [fine arts.pdf](#)

c. Appointment Of Finance Director

2. Items Not On The Agenda

(presentation of items not on the Agenda will be limited to three (3) minutes)

3. Omnibus Vote Agenda

a. Minutes Of The February 9, 2016 Meeting

Documents: [Minutes of the February 9, 2016 meeting.pdf](#)

b. Bills For Approval

Documents: [Agenda Item No 3B.pdf](#)

c. Resolution: Change Order No. 1 To LSC Driving Range Netting Replacement

Documents: [Agenda Item 3C.pdf](#)

d. Approve Reduction In Letter Of Credit - Bridge Development

Documents: [Agenda Item 3D.pdf](#)

e. Reject Bid For WWTP Valve Replacement

Documents: [Agenda Item 3E.pdf](#)

f. Approve Request To Waiver Permit Fees - Roundout School District

Documents: [Agenda Item No 3F.pdf](#)

g. Resolution: Authorize Allocation Of MFT Funds

Documents: [Agenda Item 3G.pdf](#)

h. Award Contract For Pond And Lake Maintenance Services

Documents: [Agenda Item 3H.pdf](#)

i. Declare Surplus Property

Documents: [Agenda Item 3I.pdf](#)

j. Ordinance: Amend Municipal Code For EMA

Documents: [Agenda Item No 3J.pdf](#)

k. Ordinance: Amend Municipal Code Regarding Alarm Systems

Documents: [Agenda item No 3K.pdf](#)

l. Approve PACE Dial-A-Ride Agreement

Documents: [Agenda Item 3L.pdf](#)

m. ARC Report

Documents: [Agenda Item No. 3M.pdf](#)

4. Ordinance To Authorize Perimeter Landscape Open Space Variation - School District 70

Documents: [Agenda Item No. 4.pdf](#)

5. Fence Variation - 1332 Forever Avenue (ZBA Report)

Documents: [Agenda Item No. 5A.pdf](#)

a. Ordinance

Documents: [Agenda Item No. 5B.pdf](#)

6. Award Contract For 2016 Underground Utility Project

Documents: [Agenda Item No. 6.pdf](#)

7. Award Contract For 2016 Road Rehabilitation

Documents: [Agenda Item No. 7.pdf](#)

8. Approve Professional Services Agreement For Construction Coordinator

Documents: [Agenda Item No. 8.pdf](#)

9. Approve Professional Services Agreement For Sanitary Lift Station

Documents: [Agenda Item No. 9.pdf](#)

10. Approve Professional Services Agreement For 2017 Road Rehabilitation Program

Documents: [Agenda Item No 10.pdf](#)

11. Approve Agreement For 2017 Road Rehabilitation Soils Testing

Documents: [Agenda Item No. 11.pdf](#)

12. Resolution: Support Of Remote Transactions Parity Act

Documents: [agenda item no.12.pdf](#)

13. Petitions & Communications

14. Executive Session - Litigation & Land Acquisition

15. Adjournment

Any individual who would like to attend but because of a disability needs some accommodation to participate should contact the ADA Coordinator at 118 West Cook Avenue, Libertyville, Illinois 60048 (847) 362-2430. Assistive listening devices are available.



PRESS RELEASE

For more information, contact:
Patricia Wesolowski, Finance Director
(847) 362-2430

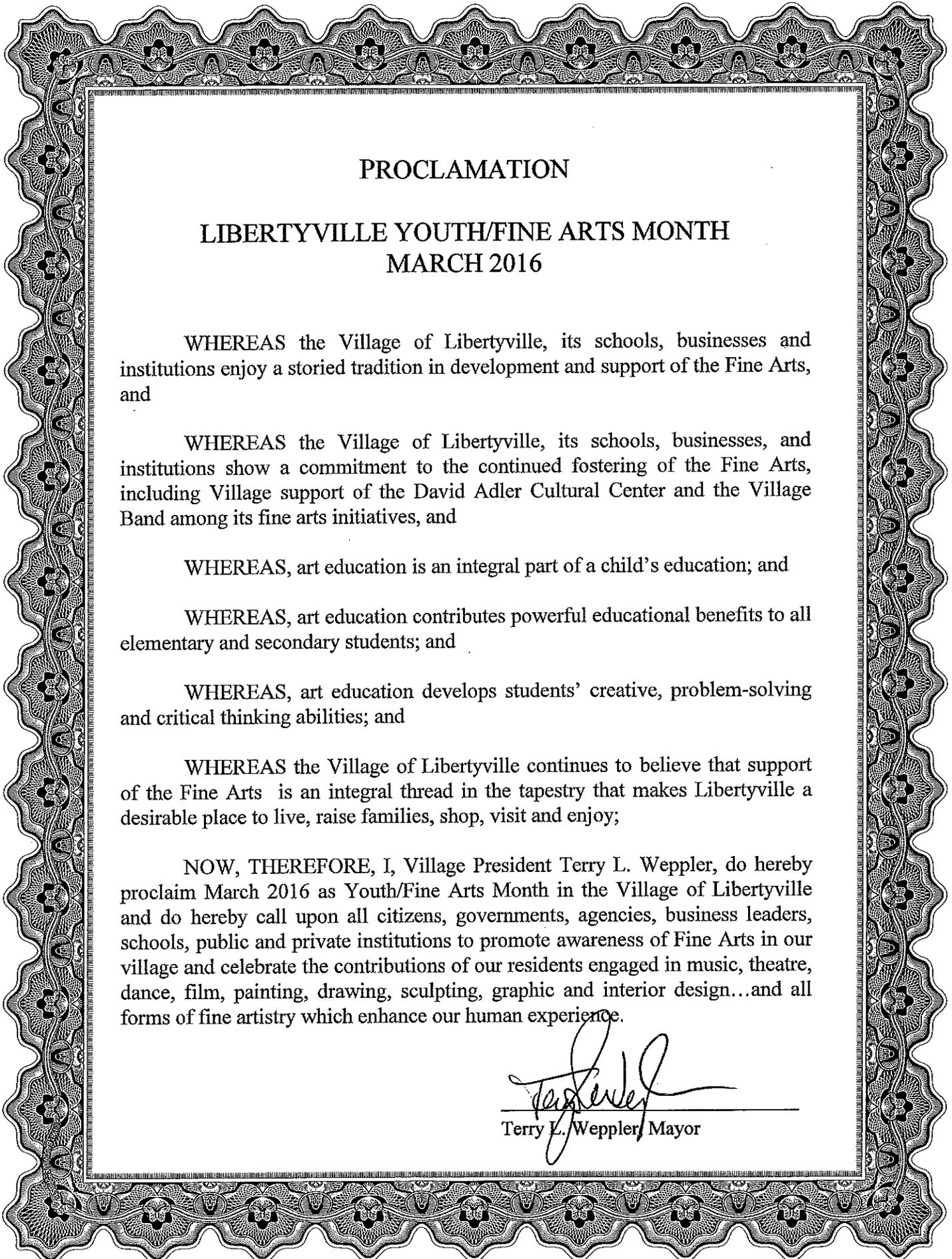
February 23, 2016

**VILLAGE RECEIVES CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE
IN FINANCIAL REPORTING**

The Village of Libertyville is pleased to announce it has received the “Certificate of Achievement for Excellence in Financial Reporting” from the Government Finance Officers Association (GFOA) for its Comprehensive Annual Financial Report (CAFR). This is the 22nd year that the Village has received this award from GFOA. The Certificate is the highest form of recognition in the areas of governmental accounting and financial reporting, and its attainment represents a significant accomplishment.

An award of Financial Reporting Achievement has been presented to Finance Director Patricia Wesolowski as the person primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate its financial story and motivate potential users and users groups to read the CAFR.



PROCLAMATION

LIBERTYVILLE YOUTH/FINE ARTS MONTH
MARCH 2016

WHEREAS the Village of Libertyville, its schools, businesses and institutions enjoy a storied tradition in development and support of the Fine Arts, and

WHEREAS the Village of Libertyville, its schools, businesses, and institutions show a commitment to the continued fostering of the Fine Arts, including Village support of the David Adler Cultural Center and the Village Band among its fine arts initiatives, and

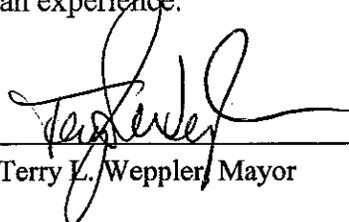
WHEREAS, art education is an integral part of a child's education; and

WHEREAS, art education contributes powerful educational benefits to all elementary and secondary students; and

WHEREAS, art education develops students' creative, problem-solving and critical thinking abilities; and

WHEREAS the Village of Libertyville continues to believe that support of the Fine Arts is an integral thread in the tapestry that makes Libertyville a desirable place to live, raise families, shop, visit and enjoy;

NOW, THEREFORE, I, Village President Terry L. Wepler, do hereby proclaim March 2016 as Youth/Fine Arts Month in the Village of Libertyville and do hereby call upon all citizens, governments, agencies, business leaders, schools, public and private institutions to promote awareness of Fine Arts in our village and celebrate the contributions of our residents engaged in music, theatre, dance, film, painting, drawing, sculpting, graphic and interior design...and all forms of fine artistry which enhance our human experience.


Terry L. Wepler, Mayor

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
February 9, 2016

President Wepler called to order a meeting of the Board of Trustees at 8:00 p.m. in the Village Hall, 118 West Cook. Those present were: President Terry Wepler, Trustees Donna Johnson, Richard Moras, Todd Gaines, Jay Justice, Scott Adams, and Peter Garrity.

ITEMS NOT ON THE AGENDA

President Wepler asked if anyone had anything to bring before the Board that was not already listed on the agenda.

OMNIBUS VOTE AGENDA

President Wepler introduced the Omnibus Vote Agenda and asked if any member wanted an item removed for separate discussion.

OMNIBUS VOTE AGENDA

- A. Minutes of the January 26, 2016 Meeting
- B. Bills for Approval
- C. Approve Return of Maintenance bond – School Street Development
- D. **ORDINANCE 16-O-09: Declare Surplus Property**
- E. **ORDINANCE 16-O-10: Amend Municipal code re: WaterSense Labeling**
- F. **ORDINANCE 16-O-11: Authorize Vacation of Unimproved Alley**
- G. Approve Raffle License – Lake County Haven
- H. Request Use of Village Property – Lake County Green Congregations

Trustee Johnson moved to adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the omnibus vote procedures of the Libertyville Municipal Code.

Trustee Moras seconded. The Mayor asked for Board and public comment. Trustee Garrity asked that the vote be corrected on the item regarding 318 Elm Court. Both he and Trustee Adams had voted nay on both items involving the redevelopment at that address. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity

NAYS: None

ZBA REPORT: Perimeter Open Space Variation – Copeland School

President Wepler explained that School District 70 is proposing to construct an addition to Copeland School to eliminate two mobile classrooms and replace a gymnasium. The proposed construction is to be built within zoning setbacks. However, a proposed drive aisle is to be constructed within the required 50-foot Perimeter Landscaped Open Space. The original proposal to place parking spaces in line with existing spaces approximately four feet from the north property line and construct a parking lot along 7th Avenue were both withdrawn by the petitioner. Members of the ZBA concurred with the request as the drive aisle location would be less of an encroachment than the existing parking spaces. A motion to recommend Village Board approval had passed with a vote of 5-1, with the dissenter noting dissatisfaction with the proposed removal of a basketball court to lessen impervious coverage at the site. The Mayor then asked for Board and public comments.

Trustee Moras asked for clarification of the dissenting vote. Director of Community Development John Spoden explained that lot coverage was not the issue, but removing the basketball court would lessen the impervious surface and eliminate the need for detention.

Mr. John Glenn, 629 Hampton Terr., addressed the Board regarding the need for additional parking at the school and the loss of open space. He noted that the need for periodic street parking should not warrant the removal of hard playing surface.

Mr. Jim Young, 713 E. Glendale, stated that the additional 12 parking spaces did not warrant a 60% change in the landscape setback. He added that the basketball courts are used regularly and did not want to see the courts lost for the additional parking. He also noted that he did not think that the community was aware of the loss of the hard play area.

The Mayor asked for clarification of the drainage. Director Spoden explained that the net increase of impervious land required detention. Director of Public Works Paul Kendzior noted that detention was required across the entire Village.

Trustee Moras concurred with the detention requirement, but he stated that the School District seemed caught in a financial burden and asked if there could be a compromise. Director Spoden explained the requirement of 67 parking spaces that could be of dual use.

Mr. Peter Graves, architect for the petitioner, explained that the play surfaces are in need of repair, and a smaller play surface would be included in the plan. Trustee Johnson asked for dimensions of the area, and Mr. Graves stated that it would be a single court size and that parking spaces could be used for play if not needed for parking. He also explained that the trash collection would be moved as well and would be adjacent to the building. Trustee Johnson asked if there could be a way to achieve the code requirement and a compromise. Mr. Graves stated that the poor playing surfaces would not be replaced. Trustee Johnson stated that the Copeland community deserved comparable use. Mr. Graves stated that the building would be triple the size of the 1957 building, and there would be indoor basketball courts available on weekends.

The Mayor reminded the Board that this is a scope issue and the Board should not overreach.

Mr. Young stated that with no anticipated increase in students and parents, he did not see the necessity to increase parking, especially when the increase causes the loss of three full courts.

The Mayor stated that if the courts were still playable, perhaps maintenance would be a compromise.

Trustee Justice asked if the parking is a requirement, and Director Spoden stated that it is, or it would require a variation.

Trustee Adams asked if it could be an alternative to replace the court with a comparably sized play surface. Mr. Graves stated that it would require a reduction in the site design to add the space back in. Trustee Adams asked that the School please look at additional play space comparable to the space eliminated. Trustee Johnson noted the substantially reduced play area.

Trustee Moras stated that he would support a variation to eliminate the parking spaces. Trustee Gaines noted that keeping the play space would increase the impervious area. Trustee Garrity stated that the plan should move forward and not be tangled up in the process. He stated that the dialogue had been good, but there should not be a delay. Trustee Moras stated that perhaps the School District would not want to add parking if it were not required. Mr. Graves explained that the parking was required to accommodate the building expansion and allow for required access.

Mr. Young stated that this was an inconsistency with what he had been told.

Trustee Moras moved to approve the variation for Perimeter Landscaped Open Space, and Trustee Johnson seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Adams, and Garrity

NAYS: Trustee Justice

REQUEST USE OF VILLAGE PROPERTY – Libertyville Days

President Wepler introduced a letter from the Libertyville Civic Center Foundation (LCCF) requesting the use of various Village properties for the 2016 Libertyville Days Festival from June 16-19, 2016. The request is similar to previous years, however, due to anticipated construction of the Church Street Parking Garage, this year's request also includes the use of a portion of Cook Street (from Milwaukee Avenue to the Chase Bank driveway). The Parks and Recreation Committee reviewed the request, and the Committee and Administrative Staff recommended approval of the Libertyville Civic Center Foundation's request to use Village property for the 2016 Libertyville Days Festival from June 16-19, 2016, subject to the conditions contained in the authorization letter. The Mayor then asked for questions and comments.

Mr. Art Kopp of the Libertyville Civic Center Foundation was present to answer questions. Trustee Moras asked the Police and Fire Chiefs if they were satisfied with the plan for closing Cook Street. Both Chiefs had reviewed and approved the plans.

Trustee Johnson moved to approve the Use of Village properties, and Trustee Adams seconded. Trustee Justice recused himself due to his participation on the Civic Center Board. The Mayor asked for further comments. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity

NAYS: None

APPROVE REQUEST FOR INDEPENDENT CONTRACTOR AND CONSULTANT AGREEMENT – Dog Days of Summer

President Wepler explained that the Dog Days of Summer is an annual summer weekend event that has taken place in July in downtown Libertyville for the past seven years. Bill Kaiser, former owner of Pampered Pup's, created the event to provide a weekend promotion with dog-friendly activities. The event has attracted good crowds and generated positive publicity for the Village. The event has benefitted local not-for-

profit canine causes. The last couple of years Dog Days of Summer has been a break-even event financially.

Even though he sold his Pampered Pup'z business, Mr. Kaiser looks to have Dog Days of Summer continue through 2016. He proposed to continue as promoter and operator of the event, but he is seeking Dog Days of Summer to become a Village-sanctioned event in 2016.

Mr. Kaiser met with the Mayor to discuss the topic, and they both met with several Administrative Staff members to review scenarios for continuing Dog Days of Summer in 2016. This was discussed at the January 2016 meeting of the Parks and Recreation Committee, and the Committee recommended that the 2016 event would, for one year only, become a Village-sanctioned event, with the Village retaining the services of Mr. Kaiser as an independent contractor to operate the event. The Village would be financially responsible for the event and enter into all required contracts. Mr. Kaiser would be responsible for operating all aspects of the event for the Village. Mr. Kaiser would submit written reports to the Village on a weekly basis updating the financial and operational status to help ensure no worse than break-even financial results and a well-operated event. Mr. Kaiser would receive \$10 for his services. The Village would pay for, or reimburse Mr. Kaiser, for insurance costs needed for the event.

The Parks and Recreation Committee recommended that the Village enter into an Independent Contractor and Consultant Agreement with Bill Kaiser for the planning, coordination, and execution of the 2016 Dog Days of Summer event for the Village. The Mayor then asked for any questions or comments.

Trustee Justice asked about costs and the possibility of MainStreet taking over the event. Trustee Gaines explained that the Parks and Recreation Committee gave a positive recommendation as a bridge to it becoming a 5013C event. Trustee Adams stated that MainStreet is busiest during the summer, and he hoped that someone else would commit to run the event. The Mayor stated that no not-for-profit groups had as yet been found to take over the event. Trustee Gaines added that he did not favor any other animal events, but that the Dog Days is a good event, just not an ongoing event for the Village to run. Trustee Moras moved to approve the agreement with Bill Kaiser for 2016 Dog Days of Summer. Trustee Johnson seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity

NAYS: None

RESOLUTION 16-R-05: Declare TIF Surplus

President Wepler recused himself from discussion on the item due to his ownership within the TIF area. He appointed Trustee Johnson as President Pro Tem for the discussion and voting.

President Pro Tem Johnson explained that during 2009, the Village entered into governmental agreements with the taxing bodies within the Tax Increment Financing (TIF) area in order to allow the Village to extend the expiration of the TIF from 2010-2021. This extension allows the Village to complete additional parking improvements and construct additional parking areas.

During negotiations for the intergovernmental agreements, it was determined that the Village would not require all of the tax revenues generated in the TIF area and agreed to rebate 70% of all property tax increments to the taxing bodies on an annual basis.

In order to accomplish this rebate, the Village must formally declare these funds surplus and forward the surplus funds to the County Treasurer's Office in order for the Treasurer to reallocate these funds to the affected taxing bodies. For the 2015 tax collection year, the Village received \$3,374,189 in property taxes for the TIF area. The rebate proposed is \$2,361,932 (70% of the total). Staff recommended approval of the resolution.

President Pro Tem Johnson asked for questions and comments.

Trustee Justice moved to approve the resolution, and Trustee Adams seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity

NAYS: None

RESOLUTION 16-R-06: Approve Agreements for FAU Roadway Project

President Wepler explained that the Village would be utilizing Federal funding (80% Federal-20% Village) to rehabilitate portions of Fourth Avenue, Red Top Drive, and Greentree Parkway. The construction engineering for the project will also be federally funded. The Illinois Department of Transportation (IDOT) is the State agency that administers the Federal funding to local agencies. One of the funding requirements is the passage of the attached IDOT standard Resolution to appropriate the Village's share of the funds required for construction and construction engineering (\$284,025.00). The draft FY 2016-17 Budget proposes to include \$368,000.00 in the Road Improvement Fund for this project.

Another funding requirement is the approval of the two attached Agreements: 1) Local Agency Agreement for Federal Participation; and 2) Local Agency Consultant Agreement with Civiltech Engineering, Inc. Both of the Agreements must also use IDOT standard forms. The Board must also authorize the signatures of the Mayor and Administrator on each Agreement.

The construction contract will be bid, awarded, and administered by IDOT (tentative bid date is in April, 2016). As IDOT makes progress payments to the Contractor, the Village will then be invoiced for the local share (20%) of the construction costs as incurred.

During construction, the Village will provide administration of the construction engineering contract. For this aspect of the project, the Village will pay the consultant directly and later apply to IDOT for the 80% reimbursement. The Mayor then asked for questions and comments.

Trustee Johnson moved to approve the resolution, and Trustee Gaines seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity

NAYS: None

PETITIONS AND COMMUNICATIONS

President Wepler acknowledged a boy scout in the audience and had him introduce himself. First Class Scout Matthew Pavlik said that he was working on his citizenship and community badge.

President Wepler announced the following:

- The Firefighter Pension Board will meet on Monday, February 15, 2016 at 8:30 a.m. at the North Fire Station
- The Appearance Review Commission will meet on Monday, February 15, 2016 at 7:00 p.m.
- The Parking Commission will meet on Tuesday, February 16, 2016 at 10:00 a.m.
- The Village Board will meet as a Committee of the Whole to interview Finance Director candidates on Tuesday, February 16, 2016 at 6:00 p.m.
- The Economic Development Commission will meet on Wednesday, February 17, 2016 at 7:30 a.m. at VW Credit, 1401 Franklin Boulevard
- The Plan Commission/Zoning Board of Appeals will meet on Monday, February 22, 2016 at 7:00 p.m.
- The Streets Committee will meet on Tuesday, February 23, 2016 at 7:00 p.m.
- The Village Board will meet on Tuesday, February 23, 2016 at 8:00 p.m.
- The Village Board Budget Workshops will be held on Saturday, February 27, 2016 at 8:00 a.m. and on Tuesday, March 1, 2016 at 6:00 p.m.

Trustee Johnson asked for a Metra liaison to contact regarding access to the Libertyville train station during weekends. Administrator Bowens said that he would contact Metra.

ADJOURNMENT

With no further business, Trustee Garrity moved to adjourn at 8:59 p.m., Trustee Adams seconded, and the motion carried on a unanimous voice vote.

Respectfully submitted,

Sally A. Kowal
Village Clerk

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date: February 23, 2016
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Patricia A. Wesolowski, Director of Finance

Summary of Funds

General Fund	\$151,877.32
Capital Improvement Fund	25,354.50
Commuter Parking Fund	2,833.90
Concord Special Service Area	30.24
Emergency Telephone System 911	1,351.06
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	0.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	6,607.85
Libertyville Sports/Comp	35,939.65
Motor Fuel Tax Fund	0.00
Northwest Water/Sewer Fund	0.00
Park Improvement Fund	0.00
Police Pension Fund	0.00
Public Building Improvement Fund	3,753.80
Road Improvement	8,257.67
Sales Tax Bond Fund	0.00
Tax Increment Finance District	2,523,380.79
Technology Equipment/Replacement Service Fund	2,156.50
Timber Creek Special Service Area	0.00
Utility Fund	116,130.18
Vehicle Maintenance/Replacement Fund	9,642.32
Total - Accounts Payable	\$2,887,315.78
Total - Payroll 2/19/16	\$704,479.86
Grand Total	\$3,591,795.64

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on February 23, 2016 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Wepler, Mayor

Attest:

Sally A. Kowal, Village Clerk

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund	Dept	Line	Desc	Vendor	Invoice Description	Amount	Check #
01	0000	0-450000	DEPOSITS REFUNDABLE	EARL HOOVER	SCHOOL STRET BOND REFUND	7,506.75	
01	0000	0-450000	BB-13-0039 - PB-13-0055	GLENKIRK	BD Bond Refund	500.00	
01	0000	0-450000	BB-13-0080 - PB-13-0107	JG CONSTRUCTION	BD Bond Refund	500.00	
01	0000	0-450000	BB-15-0242 - PB-15-0755	REVEAL GROUP	BD Bond Refund	1,500.00	
01	0000	0-450000	BB-15-0095 - PB-15-0185	SALENO'S GLENVIEW LLC	BD Bond Refund	1,500.00	
01	0000	5-677000	DAMAGE TO VILLAGE PROPERTY	HORTICA INSURANCE	REFUND WRONG AMT	2,536.37	

Dept	Line	Desc	Vendor	Invoice Description	Amount	Check #
01	0100	ADMINISTRATION/FINANCE			14,043.12	
01	0100	3-716000	VITAL RECORDS	OFFICE DEPOT	OFFICE SUPPLIES	70.50
01	0100	3-716000	VITAL RECORDS	STAPLES ADVANTAGE	OFFICE SUPPLIES	43.59
01	0100	3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00
01	0100	3-745000	SEC 125 ADMINISTRATIVE FEES	DISCOVERY BENEFITS	FLEX 125 PLAN ADM 1/16	474.05
01	0100	4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	320.45
01	0100	5-723000	OFFICE SUPPLIES	AMERICAN ASSOCIATION OF	NOTARY BOND & STAMP-DURNING	53.90
01	0100	5-723000	OFFICE SUPPLIES	NEOFUNDS BY NEOPOST	POSTAGE ACCT #7900044062146018SUPPLIE	162.00
01	0100	5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	267.70
01	0100	5-723000	OFFICE SUPPLIES	SECRETARY OF STATE	NOTARY PUBLIC APP FEE	10.00
01	0100	5-723000	OFFICE SUPPLIES	STAPLES ADVANTAGE	OFFICE SUPPLIES	43.59
01	0100	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HYATT REGENCY HOTEL	CONFERENCE ACCOMMODATIONS	198.72
01	0100	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LIBERTYVILLE SHELL	CONFERENCE-GASOLINE	15.55
01	0100	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	MARRIOTT	CONFERENCE MEAL	3.77
01	0100	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	MCDONALD'S RESTAURANT	CONFERENCE-MEAL	3.28
01	0100	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTHERN IL UNIV-OUTREAC	CONFERENCE REGISTRATION	200.00
01	0100	5-744000	PRINTING	HAAPANEN	VILLAGE ANNUAL REPORTS	456.51

Dept	Line	Desc	Vendor	Invoice Description	Amount	Check #
01	0201	ENGINEERING			2,435.61	
01	0201	3-728000	TECHNICAL SERVICES	HUFF & HUFF INC	BOLANDER DEVELOPMENT ENV. ENG SERVICE	135.00
01	0201	4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	80.10
01	0201	5-706000	MATERIALS AND SUPPLIES	T & T REPRODUCTIONS & SU	BOND PAPER ROLL 36 X300	48.72
01	0201	5-723000	OFFICE SUPPLIES	AMAZON	REPORT COVERS	11.68
01	0201	5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	87.31
01	0201	5-726000	3 / APWA LAKE BRANCH HOLIDAY L	PETTY CASH GENERAL	REPLENISH PETTY CASH	105.00
01	0201	5-726000	SNOWFLOW SAFETY PIZZA LUNCH TIP	PETTY CASH GENERAL	REPLENISH PETTY CASH	20.00
01	0201	5-726000	3 / APWA LAKE BRANCH LUNCH	PETTY CASH GENERAL	REPLENISH PETTY CASH	60.00
01	0201	5-726000	POSTAGE & ENV / IRMA TRAINING V	PETTY CASH GENERAL	REPLENISH PETTY CASH	9.64

Dept	Line	Desc	Vendor	Invoice Description	Amount	Check #
01	0203	STREETS			557.45	
01	0203	3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	13,373.95
01	0203	3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00
01	0203	4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 1/16	175.25
01	0203	4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 1/16	19.75
01	0203	4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 1/16	22.03
01	0203	4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 1/16	24.61
01	0203	4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 1/16	357.22
01	0203	5-706000	MATERIALS AND SUPPLIES	A-1 SANITARY RAG CO	FLANNEL WIPERS/ SHOP RAGS	772.15
01	0203	5-706000	MATERIALS AND SUPPLIES	AMAZON	BELT CLIP CELL PHONE HOLSTER	8.99
01	0203	5-706000	MATERIALS AND SUPPLIES	LOWE'S BUSINESS ACCOUNT	MISC HARDWARE	69.25
01	0203	5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	TOOLS	125.98
01	0203	5-726000	PARKING / CON EX	PETTY CASH GENERAL	REPLENISH PETTY CASH	24.00
01	0203	5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	121.46

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE
 EXP CHECK RUN DATES 02/23/2016 - 02/23/2016
 JOURNALIZED

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND				
Dept 0203 STREETS				
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	121.46
01-0203-7-712000	MAINTENANCE BUILDINGS	ECO CLEAN MAINTENANCE, I BLDG		245.00
01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	TREASURER, STATE OF ILLI	TRAFFIC SIGNAL MAINT 10--12/2015	8,741.88
Total For Dept 0203 STREETS				24,314.98
Dept 0204 SNOW REMOVAL AND ICE CONTROL				
01-0204-5-706000	MATERIALS AND SUPPLIES	MORTON SALT, INC.	BULK SAFE-T-SALT	1,683.69
01-0204-5-706000	MATERIALS AND SUPPLIES	MORTON SALT, INC.	BULK SAFE-T-SALT	9,895.42
01-0204-5-706000	MATERIALS AND SUPPLIES	MORTON SALT, INC.	BULK SAFE-T-SALT	3,336.43
01-0204-5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	ROCK SALT / SNOW PUSHER	351.20
01-0204-5-799000	SNOW FLOW MEALS /9	PETTY CASH GENERAL	REPLENISH PETTY CASH	42.66
Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL				15,309.40
Dept 0205 REFUSE & RECYCLING				
01-0205-3-726000	SWALCO FEE	SWALCO	2016 SWALCO O&M FEES	9,270.00
Total For Dept 0205 REFUSE & RECYCLING				9,270.00
Dept 0301 PLANNING DIVISION				
01-0301-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	80.10
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	AMERICAN PLANNING ASSOCI	MEMBERSHIP DUES RENEWAL / BYE	400.00
Total For Dept 0301 PLANNING DIVISION				480.10
Dept 0302 BUILDING SERVICES				
01-0302-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	SEMI-ANNUAL ELEVATOR CODE INSPECTIONS	946.00
01-0302-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	80.10
01-0302-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	125.75
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	I&PI MEMBERSHIP RENEWAL	MEMBERSHIP RENEWAL / LEAVITT	120.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	T & T REPRODUCTIONS & SU	COPIES / SCANNING/ CD	62.50
01-0302-5-729000	REIMBURSEABLE EXPENSES	URBAN FOREST MANAGEMENT	REVIEW TREES/ST MARY OF THE LAKE PROP	326.25
Total For Dept 0302 BUILDING SERVICES				1,772.60
Dept 0303 ECONOMIC DEVELOPMENT				
01-0303-3-728000	TECHNICAL SERVICE	LOOPNET, INC	LOOPNET REAL ESTATE SEARCH SERVICE	829.35
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	AMERICAN PLANNING ASSOCI	MEMBERSHIP DUES / ROWE 4/1/16--3/31/	612.50
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ICSC	RETAIL CONFERENCE	190.00
Total For Dept 0303 ECONOMIC DEVELOPMENT				1,631.85
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS				
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 1/16	7.19
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 1/16	31.93
01-0501-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00
01-0501-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	1,494.74
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	316.08
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	320.45
01-0501-5-706000	MATERIALS AND SUPPLIES	AWARDS AND ENGRAVING	PLAQUE W/ ENGRAVING	71.50
01-0501-5-706000	MATERIALS AND SUPPLIES	B.F. HURLEY MAT COMPANY,	ENTRYWAY MAT	917.98
01-0501-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	REPLACEMENT KEYBOARDS/MICE	83.73
01-0501-5-706000	MATERIALS AND SUPPLIES	PATCH PLAQUES	DEPARTMENT SIGNAGE	193.90
01-0501-5-722000	POSTAGE	CARTIDGE PROS	LABELS & INK CARTRIDGE FOR PITNEY BOW	79.85
01-0501-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	686.00
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTHWEST POLICE ACADEMY	3 SEMINAR REGISTRATIONS 2/11/16	90.00
01-0501-5-752000	UNIFORMS	HALX NORTH AMERICA INC	UNIFORM SHOES	149.00

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-5-752000	UNIFORMS	REED, SARA	REIMB / UNIFORMS - REED	230.41	
Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC				4,784.76	
Dept 0502 POLICE PATROL					
01-0502-5-706000	MATERIALS AND SUPPLIES	THE PELICAN STORE	EQUIPMENT STORAGE CASE	56.24	
01-0502-5-720000	DOI EQUIPMENT	CDW GOVERNMENT, INC	DVD'S FOR SQUAD VIDEOS & USB'S FOR DA	191.95	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LSAT	REGISTRATION / LSAT BASIC & ADVANCED	295.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/PRAI	TRAINING CLS 1/1--6/16	99.98	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / RACIC	149.90	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS - KOCHENASH	139.90	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS - STOLZENBURG	139.90	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS - PETERSEN	109.00	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	HOLSTER - GOZE	153.08	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	MUNICIPAL ELECTRONICS, I	REPAIR / RADAR EQUIPMENT	243.54	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	TASER INTERNATIONAL	TASER X2 ANNUAL MAINT	1,025.00	
Total For Dept 0502 POLICE PATROL				2,603.49	
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTE	WEST INVESTIGATIVE INFO - LEADS ONLIN	215.05	
01-0503-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	DVD'S FOR SQUAD VIDEOS & USB'S FOR DA	140.45	
01-0503-5-706000	MATERIALS AND SUPPLIES	SIRCHIE ACQUISITION CO.,	EVIDENCE SUPPLIES	197.23	
Total For Dept 0503 POLICE-INVESTIGATIONS				552.73	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE / BASE IMAGES	20.44	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	240.35	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	1,155.99	
01-0601-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	870.72	
Total For Dept 0601 FIRE-ADMINISTRATION				2,287.50	
Dept 0602 FIRE PREVENTION					
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NAT'L FIRE SPRINKLER AS	MEMBERSHIP	85.00	
Total For Dept 0602 FIRE PREVENTION				85.00	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	444.21	
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00	
01-0603-5-707000	O2	AMERICAN GASES CORP	OXYGEN	131.67	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BENDING, WILLIAM	REIMB/ LEADERSHIP II NIPSTA TRAINING	450.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL FIRE CHIEFS ASSOCIATI	MEMBERSHIP DUES/CARANI & KEY	450.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PITEL, THOMAS	REIMB/ INSTRUCTOR I NIPSTA TRAINING C	450.00	
Total For Dept 0603 FIRE-EMERGENCY SERVICES				2,037.88	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-4-709000	UTILITIES - STATION 3	LAKE COUNTY DEPT OF PUBL	STN#3 WATER SERV 12/6/2/6/16	106.38	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 12/15 & 1/16	1,715.04	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 12/15 & 1/16	168.91	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 1/16	83.65	
01-0604-5-752000	UNIFORMS	GREAT LAKES FIRE & SAFET	UNIFORM RIBBONS	582.80	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS/ADAMS	129.00	
01-0604-7-712000	ST 1 OVERHEAD DOOR REPAIR	REFO GARAGE DOOR SYSTEMS	REPAIR / FRONT CTR BAY DOOR STN#1	877.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	ALTERNATE POWER, INC	BATTERY / FIRE STN #3 GENERATOR	135.00	
01-0604-7-712000	SUMP PUMP REPAIR PARTS	BANNER PLUMBING SUPPLY C	ZOELLER PUMP & PARTS	972.19	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-7-712000	MAINTENANCE BUILDINGS	USA FIRE PROTECTION, INC	ANNUAL SPRINKLER INSPECTION	39.46	
01-0604-7-712000	MAINTENANCE BUILDINGS	USA FIRE PROTECTION, INC	ANNUAL SPRINKLER INSPECTION	39.46	
01-0604-7-712000	MAINTENANCE BUILDINGS	USA FIRE PROTECTION, INC	ANNUAL SPRINKLER INSPECTION	39.46	
Total For Dept 0604 FIRE-SUPPORT SERVICES				4,888.35	
Dept 0701 PARKS					
01-0701-3-705000	CONTRACTUAL SERVICES	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 1/16	300.00	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/16	30.56	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/16	21.08	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/16	98.47	
01-0701-5-706000	MATERIALS AND SUPPLIES	AMAZON	SERVICE TRUCK SUPPLY BINS	133.99	
01-0701-5-706000	MATERIALS AND SUPPLIES	AMAZON	SERVICE TRUCK SUPPLY BINS	133.99	
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	PAINT & SUPPLIES	54.47	
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	GREEN PAINT / GARBAGE CANS	87.10	
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	PAINT SUPPLIES	133.78	
01-0701-5-706000	ROPE / HOCKEY NET REPLCMT	KIMBALL MIDWEST	MISC HARDWARE / SAW BLADES	393.24	
01-0701-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	HARDWARE SUPPLIES 1/16	19.46	
01-0701-5-706000	MATERIALS AND SUPPLIES	LOWE'S BUSINESS ACCOUNT	SHOP VACUUM	18.98	
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	THORNBOROUGH, DAVID	REIMB/ TURF TRAINING SEMINAR	65.00	
01-0701-5-728000	TREE SURGERY AND SPRAYING	LANDSCAPE CONCEPTS MANAG	TREE TRIMMING 1/16	3,207.00	
01-0701-5-728000	TREE SURGERY AND SPRAYING	LANDSCAPE CONCEPTS MANAG	TREE TRIMMING 2/16	3,958.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-799000	MISCELLANEOUS	TGF ENTERPRISES INC	TREE STORM DAMAGE CLEAN-UP ON 11-30-1	1,352.00	
01-0701-7-712000	MAINTENANCE BUILDING	LOWE'S BUSINESS ACCOUNT	LUMBER FOR PICNIC TABLES	7.57	
01-0701-7-713000	MAINTENANCE GROUNDS	RUSSO POWER EQUIPMENT	POWER MELT ORANGE	857.50	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	ALEXANDER EQUIPMENT COMP	KNIFE GRINDING 2 SETS / 4 DOUBLE EDGE	172.10	
Total For Dept 0701 PARKS				11,108.29	
Dept 0702 RECREATION					
01-0702-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00	
01-0702-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	2,487.65	
01-0702-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE / BASE IMAGES	20.46	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/16	60.70	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/16	564.81	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/16	205.12	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/15	167.33	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	167.76	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	80.10	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	14.34	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	AMAZON	HEATERS W/REMOTE CONTROL	101.98	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB / PRESCHOOL SUPPLIES	187.34	
01-0702-5-716000	DANCE PROGRAM EXPENSE	A WISH COME TRUE	DANCE COSTUMES	899.38	
01-0702-5-716000	DANCE PROGRAM EXPENSE	VICTORIA DANCEWEAR, INC	DANCE COSTUMES	352.86	
01-0702-5-716000	DANCE PROGRAM EXPENSE	WEISSMAN'S DESIGNS FOR D	DANCE COSTUMES	1,764.44	
01-0702-5-722000	SEASONAL BROCHURES	U.S. POSTMASTER	POSTAGE / SUMMER BROCHURE	2,348.31	
01-0702-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 1/16	1,116.65	
01-0702-7-712000	MAINTENANCE BUILDING	ORKIN EXTERMINATING CO I	PEST CONTROL 2/16	73.39	
01-0702-7-712000	MAINTENANCE BUILDING	TEST GAUGE & BACKFLOW SU	BACKFLOW REPAIR SUPPLIES	200.60	
Total For Dept 0702 RECREATION				10,925.22	
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/15	551.27	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 1/16	518.33	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	14.34	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	135.91	
01-0703-7-716000	MAINTENANCE POOLS	HALOGEN SUPPLY CO INC	2 / PLATFORMS FOR GUARD CHAIRS	933.09	
Total For Dept 0703 SWIMMING POOL OPERATIONS				2,152.94	
Dept 0705 SENIOR PROGRAMS					
01-0705-3-713000	CONTRACTUAL SERVICES	CAFE POMIGLIANO	SENIOR DINER CATERING	75.00	
01-0705-3-713000	CONTRACTUAL SERVICES	CAFE POMIGLIANO	SENIOR DINER CATERING	80.00	
Total For Dept 0705 SENIOR PROGRAMS				155.00	
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
01-1000-4-710000	TELEPHONE	VERIZON WIRELESS	SERVICE 1/2--2/1/2016	132.17	
Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY				132.17	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, IN	PUBLIC NOTICE	97.75	
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, IN	PUBLIC NOTICE	65.55	
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CAFE POMIGLIANO	LUNCH MTG W/ GR OAKS & MUNDELEIN-BOWE	32.08	
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	GLMV CHAMBER OF COMMERCE	MEMBERSHIP DUES RENEWAL	310.00	
Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES				505.38	
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	SWANSON, MARTIN & BELL,	LEGAL SERVICE 12/15	5,605.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	SWANSON, MARTIN & BELL,	LEGAL SERVICE 12/15	12,904.09	
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LABOR LEGAL SERVICE 1/16	1,137.50	
01-1300-3-778000	LABOR COUNSEL	SEYFARTH SHAW ATTORNEYS	LEGAL SERVICES	1,954.00	
01-1300-3-779000	LITIGATION / BCS - SUBRY	SWANSON, MARTIN & BELL,	LEGAL SERVICE 12/15	7,046.50	
01-1300-3-779000	LITIGATION / STRAMPEL	SWANSON, MARTIN & BELL,	LEGAL SERVICE 12/15	4,477.00	
01-1300-3-781000	ADMINISTRATIVE ADJUDICATOR	HENRY TONIGAN	ADJUDICATION SERVICE 1/16	297.50	
Total For Dept 1300 LEGAL				33,422.09	
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	134.43	
01-1500-7-712000	MAINTENANCE BUILDING	ARCHITECTURAL LOUVER DES	GARAGE CALIBRATION & REPAIR	1,035.00	
01-1500-7-712000	MAINTENANCE BUILDING	CENTURY ELECTRICAL SUPPL	LIGHT BULBS PARKING DECK	190.80	
01-1500-7-712000	MAINTENANCE BUILDING	R.A. ADAMS ENTERPRISES,	PLOW PARTS	565.25	
Total For Dept 1500 CENTRAL BUSINESS DST PARKING				1,925.48	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/15	66.14	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 1/16	84.04	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ECO CLEAN MAINTENANCE, I	BLDG	450.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MCDONOUGH MECHANICAL SER	HEAT REPAIR / VLG HALL	824.50	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	300.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	TEST GAUGE & BACKFLOW SU	????	440.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	USA FIRE PROTECTION, INC	ANNUAL SPRINKLER INSPECTION	39.46	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ECO CLEAN MAINTENANCE, I	BLDG	1,170.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	605.44	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	TEST GAUGE & BACKFLOW SU	????	439.49	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	USA FIRE PROTECTION, INC	ANNUAL SPRINKLER INSPECTION	76.86	
Total For Dept 1700 PUBLIC BUILDINGS				4,495.93	

BOTH OPEN AND PAID

Vendor Invoice Description

GL Number Invoice Line Desc Amount Check #

Fund 01 GENERAL FUND

Total For Fund 01 GENERAL FUND

151,877.32

Fund 02 CONCORD SPECIAL SERVICE AREA

Dept 0000 GENERAL
 02-0000-0-780000

RETENTION POND MAINT

COMMONWEALTH EDISON CO SERVICE 1/16

30.24

Total For Dept 0000 GENERAL

30.24

Total For Fund 02 CONCORD SPECIAL SERVICE AREA

30.24

Fund 03 EMERGENCY TELEPHONE SYSTEM 911

Dept 0000 GENERAL
 03-0000-4-710000
 03-0000-4-710000
 03-0000-6-790000

At&T SERVICE 1/15 -- FINAL 13.44
 CALL ONE SERVICE 2/16 459.08
 COMMUNICATIONS DIRECT IN FIRECOM HEADSETS 878.54

Total For Dept 0000 GENERAL

1,351.06

Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911

1,351.06

Fund 09 TAX INCREMENT FIN DIST #1

Dept 0000 GENERAL
 09-0000-0-776000
 09-0000-0-776000
 09-0000-0-798000

PARKING IMPROVEMENTS ENG SERV/DCC ANALYSIS-NEW PKG STRUCT 6,900.00
 PARKING IMPROVEMENTS WALKER PARKING CONSULTAN CIVIC CTR PARKING STRUCTURE CONST DOC 154,548.79
 TIF SURPLUS REBATE TIF EXCESS FUNDS DISTRIBUTION 2,361,932.00

Total For Dept 0000 GENERAL

2,523,380.79

Total For Fund 09 TAX INCREMENT FIN DIST #1

2,523,380.79

Fund 13 HOTEL/MOTEL TAX FUND

Dept 0000 GENERAL
 13-0000-0-720000
 13-0000-0-720000
 13-0000-0-720000
 13-0000-0-720000
 13-0000-0-745000
 13-0000-0-759000
 13-0000-0-759000
 13-0000-0-762000
 13-0000-0-762000
 13-0000-0-762000
 13-0000-0-770000
 13-0000-0-770000

COOK HOUSE BLDG 80.00
 COOK HOUSE SERVICE 1/16 197.66
 COOK HOUSE PEST CONTROL 2/16 85.14
 COOK HOUSE BID NOTICE 36.80
 DOG DAYS FESTIVAL DOG DAYS CONTRACT 2,375.00
 TOURISM PROMOTIONS DINING GUIDES 594.00
 TOURISM PROMOTIONS GREAT LAKES BASE GUIDE AD 450.00
 CIVIC CENTER SERVICE 2/16 94.05
 CIVIC CENTER SERVICE 2/16 44.27
 CIVIC CENTER MISC HARDWARE 25.22
 CIVIC CENTER SERVICE 12/15 7 1/16 172.46
 SPORTS COMPLEX MARKETING SPORTS COMPLEX PRINT ADVERTISING 1,653.25
 SPORTS COMPLEX MARKETING LSC ADVERTISING / WRLR RADIO 800.00

Total For Dept 0000 GENERAL

6,607.85

Total For Fund 13 HOTEL/MOTEL TAX FUND

6,607.85

Fund 14 COMMUTER PARKING FUND

Dept 0000 GENERAL
 14-0000-3-730000
 14-0000-4-708000
 14-0000-4-710000
 14-0000-4-710000
 14-0000-7-713000
 14-0000-7-713000
 14-0000-7-713000

RENTAL OF LAND PARKING LOT LEASE 3/16 550.00
 ELECTRICITY SERVICE 1/16 165.24
 PHONE SERVICE 2/16 54.33
 PHONE PAYPHONE SERVICE 3/16 153.00
 MAINTENANCE GROUNDS PEST CONTROL/HARRIS RD STN 2/16 72.00
 MAINTENANCE GROUNDS BLDG 440.00
 MAINTENANCE GROUNDS HEATING SYSTEM REPAIR /REPLACE BLOWER 1,147.33

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE
 EXP CHECK RUN DATES 02/23/2016 - 02/23/2016
 JOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	DOOR SERVICE INC	DOOR REPAIR	1,214.85	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	DORNER COMPANY	CHECK VALVES	222.06	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	FERGUSON ENTERPRISES #15	CHECK VALVES- RED TOP PUMP	132.82	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	FERGUSON ENTERPRISES #15	RETURN	(124.82)	
20-2020-7-716000	MAINTENANCE WATER LINE	NORTH SHORE GAS COMPANY	DAMAGE REPAIRS NEAR 332 JACKSON ON 1/	460.41	
Total For Dept 2020 WATER DEPARTMENT				25,383.22	
Dept 2021 SEWER DEPARTMENT					
20-2021-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.00	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	126.21	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	79.84	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	30.24	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	731.61	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	33.33	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	39.19	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	132.02	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EPISON CO	SERVICE 1/16	166.28	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 1/16	34.64	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 1/16	31.18	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 12/15 & 1/16	61.84	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 1/16	42.85	
20-2021-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	292.29	
20-2021-5-706000	MATERIALS AND SUPPLIES	A-1 SANITARY RAG CO	FLANNEL WIPERS/ SHOP RAGS	257.37	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WATER/SEWER BILLING & MAILING 1/16	697.66	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ANCHOR SCIENTIFIC INC	LIFT STATION FLOATS	356.94	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	REVERE ELECTRIC SUPPLY	H. S. LIFTSTATION ALTERNATING RELAY	382.65	
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	SEWER REPAIR COUPLINGS	454.10	
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	SEWER REPAIR COUPLINGS	70.05	
Total For Dept 2021 SEWER DEPARTMENT				4,132.29	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 1/16	17,585.73	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/15	2,584.56	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	83.26	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	80.10	
20-2022-5-706000	MATERIALS AND SUPPLIES	A-1 SANITARY RAG CO	FLANNEL WIPERS/ SHOP RAGS	128.70	
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	6 / REPLACEMENT LAMPS	47.76	
20-2022-5-706000	MATERIALS AND SUPPLIES	HINCKLEY SPRINGS	LAB WATER	24.31	
20-2022-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	HARDWARE SUPPLIES 1/16	41.42	
20-2022-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	53.75	
20-2022-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	242.03	
Total For Dept 2022 WASTE WATER TREATMENT PLANT				20,871.62	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-799000	MISCELLANEOUS	PIEPER ELECTRIC INC	REPLACE SCREW PUMP BLDG WIRING W/ CON	25,000.00	
20-2024-6-750000	WWTP IMPR	PIEPER ELECTRIC INC	REPLACE SCREW PUMP BLDG WIRING W/ CON	6,975.00	
20-2024-6-750000	WWTP IMPR	PIEPER ELECTRIC INC	REMOVE & REPLACE LG SCREW PUMP BLDG	11,071.00	
20-2024-6-750000	WWTP IMPR	RHM ENGINEERS, INC	WWTP MASTER PLAN / ENG SERV THRU 12/3	13,745.36	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	ENGINEERING ENTERPRISES	PETERSON ROAD WATER MAIN EXTENSION BP	6,952.05	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	HUFF & HUFF INC	2015-16 CONSTRUCTION SEASON CCDD ENG.	866.00	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	OFFICE DEPOT	OFFICE SUPPLIES	19.19	
20-2024-6-777000	LIFT STATION IMPROVEMENTS	RHM ENGINEERS, INC	RT45 LIFT STATION REPLACEMENT ENG SER	714.45	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 20 UTILITY FUND
 Dept 204 UTILITY-CAPITAL IMPROVEMENT

Total For Dept 204 UTILITY-CAPITAL IMPROVEMENT 65,343.05
 Total For Fund 20 UTILITY FUND 116,130.18

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-0-677000	DAMAGE TO VILLAGE VEHICLES	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	(9,716.94)	
30-0000-3-721000	UNDERGROUND STG TANKS	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	1,490.68	
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	LIBERTYVILLE CHEVROLET	CHECK ENGINE LIGHT REPAIR	139.69	
30-0000-3-787000	TAX EXEMPT	LIBERTYVILLE CHEVROLET	CHECK ENGINE LIGHT REPAIR	(0.64)	
30-0000-5-706000	SHOP SUPPLIES	A-1 SANITARY RAG CO	FLANNEL WIPERS/ SHOP RAGS	772.15	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	TOOLS	189.00	
30-0000-5-711000	GASOLINE & OIL	CARQUEST AUTO PARTS	VEHICLE MAINT REPAIR PARTS / SUPPLIES	190.18	
30-0000-5-711000	GASOLINE & OIL	PARENT PETROLEUM	OIL 15W-40	1,208.00	
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH	77.85	
30-0000-5-714000	VEHICLE PARTS	CARQUEST AUTO PARTS	VEHICLE MAINT REPAIR PARTS / SUPPLIES	1,550.80	
30-0000-5-714000	VEHICLE PARTS	DAN THE KEYMAN	KEYS	14.25	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES FOR SQUADS	987.44	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	#205 TIRES	356.96	
30-0000-5-714000	VEHICLE PARTS	GLOBAL EMERGENCY PRODUCT	OIL COOLER TRANS SINGLE PAS	1,950.28	
30-0000-5-714000	VEHICLE PARTS	GRAINGER INC	CRANE SWITCH	85.85	
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS	REVERSE ALARMS	64.90	
30-0000-5-714000	VEHICLE PARTS	J.E.B. BATTERY DISTRIBUT	BATTERIES	457.40	
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	DESICANT CARTRIDGE	146.40	
30-0000-5-714000	VEHICLE PARTS	MARJO GRAPHICS INC	PRINTING / 2-PART CDL INSPECTION FORM	438.28	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	TRAS COOLER LINES #317	232.24	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	HOSE ASSEMBLY	89.00	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	REPAIR PARTS	12.49	
30-0000-5-726000	PARKING / CON EX	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.00	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	PLATE RENEWAL	101.00	
30-0000-9-795000	LEASE PAYMENTS - PRINCIPAL	LIBERTYVILLE BANK & TRUS	AMBULANCE LEASE	8,799.06	

Total For Dept 0000 GENERAL 9,642.32
 Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD 9,642.32

Fund 31 TECHNOLOGY EQUIP/REPL SER FD

Dept 0000 GENERAL					
31-0000-3-728000	CONSULTING SERVICES	INNOVATIVE MSP SOLUTIONS	IT SUPPORT 1/28 & 2/5/16	1,250.00	
31-0000-3-728000	CONSULTING SERVICES	IT RIGHT, INC	BS&A'S IT PEOPLE HELPING WITH COMDEV	67.50	
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES	ESRI	GIS: ARCVIEW APP (KEN STRATHMANN)	400.00	
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES	SYMANTEC	SECURE CERTIFICATE DUES	399.00	
31-0000-5-730000	WEB PAGE SERVICES	CONSTANT CONTACT	ENEMS SUBSCRIPTION FEE	40.00	

Total For Dept 0000 GENERAL 2,156.50
 Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD 2,156.50

Fund 40 CAPITAL IMPROVEMENT FUND

Dept 0000 GENERAL					
40-0000-0-774000	STORM SEWER IMPROVEMENTS	BRETT GRANTHAM EXCAVATIN	APPLEY STROM SEWER IMPROVEMENTS FOR 2	1,900.00	
40-0000-0-774000	STORM SEWER IMPROVEMENTS	BRETT GRANTHAM EXCAVATIN	APPLEY STROM SEWER IMPROVEMENTS FOR 2	22,500.00	
40-0000-0-774000	STORM SEWER IMPROVEMENTS	GEWALT HAMILTON ASSOCIAT	NORTH SHORE BIKE PATH DRAINAGE PROJ.	954.50	

Total For Dept 0000 GENERAL 25,354.50

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Vendor Invoice Description

Amount Check #

Fund 40 CAPITAL IMPROVEMENT FUND

25,354.50

Fund 41 ROAD IMPROVEMENT FUND

8,238.48
 19.19

Dept 0000 GENERAL
 41-0000-6-773000
 41-0000-6-773000

CHRISTOPHER B BURKE ENG 2016 PAVEMENT RESURFACING ENG SERVICE
 OFFICE DEPOT OFFICE SUPPLIES

8,257.67

Total For Dept 0000 GENERAL

8,257.67

Total For Fund 41 ROAD IMPROVEMENT FUND

Fund 46 PUBLIC BUILDING IMPROVEMENT FD

350.00
 2,446.00
 957.80
 3,753.80

Dept 0000 GENERAL
 46-0000-0-795000
 46-0000-0-795000
 46-0000-0-795000

SCHERTZ MUNICIPAL BUILDING STAIR TREAD REPAIR /REPLCMNT
 SCHERTZ MUNICIPAL BUILDING SUPPLY & INSTALL TILE / BOOKING ROOM
 SCHERTZ MUNICIPAL BUILDING SUPPLY & INSTALL TILE / SCHERTZ BASEM

3,753.80

Total For Dept 0000 GENERAL

3,753.80

Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD

Fund 60 LIBERTYVILLE SPORTS COMP FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
60-6001-3-707000	ADNAN FLAYFEL	WTR2016 SOCCER REF 110\$30	330.00	
60-6001-3-707000	ALEX SIERRA	WTR2016 SOCCER REF 40\$18 , 30\$20	132.00	
60-6001-3-707000	ALEXANDER KING	FALL2015 ADLT B/BALL REF 8 0\$33	264.00	
60-6001-3-707000	ALLAN SMIGIEL	FALL2015 ADLT B/BALL REF 41 0\$33	1,353.00	
60-6001-3-707000	BENJAMIN SAUER	WTR2016 SOCCER REF 30\$15, 110\$18, 30	553.00	
60-6001-3-707000	CLIFTON TURNER	FALL2015 ADLT B/BALL REF 8 0\$33	264.00	
60-6001-3-707000	DALE STEFANSKI	WTR2016 SOCCER REF 80\$30, 50\$25	365.00	
60-6001-3-707000	DAN SAWCHUK	FALL2015 ADLT B/BALL REF 31 0\$33	1,023.00	
60-6001-3-707000	DANIEL HINESTROSA	WTR2016 SOCCER REF 50\$15, 170\$20, 2	1,125.00	
60-6001-3-707000	DANIEL WALSH	WTR2016 SOCCER REF 40\$18	72.00	
60-6001-3-707000	ELYSE GEOFFRAY	WTR2016 SOCCER REF 120\$15	180.00	
60-6001-3-707000	FRAY DURSEN	WTR2016 SOCCER REF 20\$18, 50\$20	136.00	
60-6001-3-707000	EXCELLENT MAIDS CORP	WTR2016 SOCCER REF 30\$20, 150\$25, 12	795.00	
60-6001-3-707000	GOODEN, JEFF	FALL2015 ADLT B/BALL REF 4 0\$33	132.00	
60-6001-3-707000	JAY S LAMPEL	FALL2015 ADLT B/BALL REF 7 0\$33	231.00	
60-6001-3-707000	JESSICA SAWCHUK	FALL2015 ADLT B/BALL SCOREKEEPER 70\$	91.00	
60-6001-3-707000	JESSICA SAWCHUK	WTR2015 ADLT B/BALL SCOREKEEPER 10\$1	39.00	
60-6001-3-707000	JIM BERNARDI	FALL2015 ADLT B/BALL ASSIGNOR 65 0\$5	325.00	
60-6001-3-707000	JOHN KLEES	FALL2015 ADLT B/BALL REF 3 0\$33	99.00	
60-6001-3-707000	JOHNNIE RIVAS	WTR2016 SOCCER REF 120\$15, 30\$18	234.00	
60-6001-3-707000	KEVIN WALTER	WTR2016 SOCCER REF 70\$18, 60\$20, 17	671.00	
60-6001-3-707000	LONDON ALBERT	WTR2016 SOCCER REF 70\$25, 140\$30	595.00	
60-6001-3-707000	MATT KOZAK	WTR2016 SOCCER REF 20\$15	30.00	
60-6001-3-707000	MICHAEL PRZYBYLSKI	WTR2016 SOCCER REF 30\$20, 110\$25	335.00	
60-6001-3-707000	MORGAN PADILLA	FALL2015 ADLT B/BALL SCOREKEEPER 110\$	143.00	
60-6001-3-707000	MORGAN PADILLA	WTR2015 ADLT B/BALL SCOREKEEPER 80\$1	104.00	
60-6001-3-707000	MOSHEN TARASSOLY	WTR2016 SOCCER REF 20\$18, 120\$20, 1	576.00	
60-6001-3-707000	NELSON BOYD	WTR2016 SOCCER REF 20\$15	30.00	
60-6001-3-707000	PREM KUMAR	WTR2016 SOCCER REF 180\$20, 200\$25, 1	1,280.00	
60-6001-3-707000	PRESLEY, DARRYL	FALL2015 ADLT B/BALL REF 4 0\$33	132.00	
60-6001-3-707000	PROMILA SACHDEV K	WTR2016 SOCCER REF 310\$15	465.00	
60-6001-3-707000	RUSSELL T KINKA	FALL2015 ADLT B/BALL REF 3 0\$33	99.00	
60-6001-3-707000	SEBASTIAN HINESTROSA	WTR2016 SOCCER REF 180\$15, 200\$20	310.00	
60-6001-3-707000	STEVE TENGLER	FALL2015 ADLT B/BALL REF 4 0\$33	132.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-3-707000	CONTRACTED SERVICES	THOMAS, JAMES	WTR2016 SOCCER REF 13@S15, 8@S20	355.00	
60-6001-3-707000	CONTRACTED SERVICES	TOM OHLWEIN	FALL2015 ADLT B/BALL REF 17 @S33	561.00	
60-6001-3-707000	CONTRACTED SERVICES	VIJAY KUMAR	WTR2016 SOCCER ASSIGNOR 47@S15, REF 4	1,725.00	
60-6001-3-713000	INDEPENDENT CONTRACTORS	MIKHAIL TSIPIS	FENCING CLS INSTRUCTION	612.00	
60-6001-3-713000	INDEPENDENT CONTRACTORS	MUSIC-IN-THE-BOX	MUSIC CLS INSTRUCTION WINTER I 2016	1,706.35	
60-6001-3-721000	INTERGOVERNMENTAL RISK MGT	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	112.60	
60-6001-3-721000	INTERGOVERNMENTAL RISK MGT	IRMA	JANUARY DEDUCTIBLE, STG TANKS, CYBER	640.50	
60-6001-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE / BASE IMAGES	20.46	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	176.66	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	144.20	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	4-SOCCER BALLS	151.76	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	6-SOCCER BALLS	361.38	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	OFFICE DEPOT	OFFICE SUPPLIES	55.39	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SCHELDE NORTH AMERICAN,	REPLACNET WINCH	583.40	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SPORTS 11 INC	SOCCER T-SHIRTS	840.21	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	WALMART	BASKETBALLS-3	143.91	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	WALMART	BASKETBALLS-3	143.91	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	414.14	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	680.78	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	639.34	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	359.54	
60-6001-5-716000	CONCESSIONS	PEPSI	LATE FEE	11.49	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	1,811.55	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	1,068.38	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	986.76	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	OSCILLATING HEATERS/SHOWER CURT RINGS	102.00	
60-6001-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	SHOWER CURTAIN/SPEAKER CABLE/HEATER	34.00	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	SHOWER CURTAIN/SPEAKER CABLE/HEATER	85.11	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	SPEAKER CABLE/SHOWER CURTAIN	11.99	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	SHOWER CURTAIN/SPEAKER CABLE/HEATER	24.14	
60-6001-5-723000	OFFICE SUPPLIES	PARTYPRO.COM	ROLL COVER	80.97	
60-6001-5-734000	MATL & SUPPLIES CONF & BIRTHDY	AMAZON	OSCILLATING HEATERS/SHOWER CURT RINGS	31.26	
60-6001-5-734000	MATL & SUPPLIES CONF & BIRTHDY	AMAZON	SPEAKER CABLE/SHOWER CURTAIN	31.16	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	SHOWER CURTAIN/SPEAKER CABLE/HEATER	13.19	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	BATTERIES FOR CLASS ROOM	11.99	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	LAUNDRY CONCEPTS INC	WASHER REPAIR	134.00	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	OFFICE DEPOT	OFFICE SUPPLIES	14.25	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	RICOH USA, INC	COPIER LEASE / BASE IMAGES	20.46	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	CREDIT-CPR DEFIB UNITS	(70.00)	
60-6001-5-751000	CLIMBING WALL/FRONT DESK	GLASSLESS MIRROR	GLASSLESS MIRROR	1,451.66	
60-6001-6-790000	CAPITAL OUTLAY	CENTURY AUTOMATIC SPRINK	REPLACE ITV ON SPRINKLER SYSTEM #4	486.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 1/16	3,290.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	ADDT'L JANITORIAL SERVICE 1/16	320.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	SCRUB SERV / FREE WEIGHT ROOM & CYCLE	406.80	
60-6001-7-712000	MAINTENANCE BUILDING	GRAINGER INC	RETROFIT KIT	435.63	
60-6001-7-712000	MAINTENANCE BUILDING / MATS	LECHNER & SONS	UNIFORMS & MATS	162.00	
60-6001-7-712000	MAINTENANCE BUILDING / MATS	LECHNER & SONS	UNIFORMS & MATS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	814.71	
60-6001-7-712000	MAINTENANCE BUILDING	ORKN EXTERMINATING CO I	PEST CONTROL 2/16	50.00	
60-6001-7-712000	MAINTENANCE BUILDING	WORLD SECURITY & CONTROL	SERVICE ALARM / MAINT OVERHEAD DOOR C	125.00	
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	233.50	

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Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWFLOWING / SALTING	233.50	
		Total For Dept 6001 LSC-INDOOR SPORTS CENTER		35,500.03	
Dept 6002 LSC-GOLF LEARNING CENTER					
60-6002-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE / BASE IMAGES	20.46	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	96.14	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 2/16	117.77	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	DIRECT METALS CO LLC	WELDED WIRE MESH	105.00	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMaster-CARR SUPPLY CO	SC DRIVING RANGE CART RETROFIT PARTS	62.85	
		Total For Dept 6002 LSC-GOLF LEARNING CENTER		402.22	
Dept 6003 LSC-FAMILY ENTERTAINMENT CENTER					
60-6003-0-712000	MAINTENANCE BUILDING	USA FIRE PROTECTION, INC	ANNUAL SPRINKLER INSPECTION	37.40	
		Total For Dept 6003 LSC-FAMILY ENTERTAINMENT CENTER		37.40	
		Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND		35,939.65	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE
 EXP CHECK RUN DATES 02/23/2016 - 02/23/2016
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
			Fund Totals:		
			Fund 01 GENERAL FUND	151,877.32	
			Fund 02 CONCORD SPECIA	30.24	
			Fund 03 EMERGENCY TELE	1,351.06	
			Fund 09 TAX INCREMENT	2,523,380.79	
			Fund 13 HOTEL/MOTEL TA	6,607.85	
			Fund 14 COMMUTER PARKI	2,833.90	
			Fund 20 UTILITY FUND	116,130.18	
			Fund 30 VEHICLE MAINT/	9,642.32	
			Fund 31 TECHNOLOGY EOU	2,156.50	
			Fund 40 CAPITAL IMPROV	25,354.50	
			Fund 41 ROAD IMPROVEME	8,257.67	
			Fund 46 PUBLIC BUILDIN	3,753.80	
			Fund 60 LIBERTYVILLE S	35,939.65	

Total For All Funds: 2,887,315.78



Agenda Item No. 3C

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 23, 2016
Agenda Item:	Resolution - Change Order Request #1 for LSC Driving Range Protective Netting
Staff Recommendation:	Adopt Resolution
Staff Contact:	Connie Kowal, Director of Recreation and Sports Complex Jim Barlow, Superintendent of Parks, Forestry & Grounds

Background: Several panels of the protective netting at the Libertyville Sports Complex (LSC) Driving Range were in need of replacement due to weather related damages on May 8, 2015. Staff solicited bids for the replacement of netting panels #1 - #11 and on Monday November 16, 2015 five (5) bids were received. On January 26, 2016 the Village Board approved the contract from the low bidder for the project, McScot Golf Inc., for the total of \$50,000.

Staff informed the Parks & Recreation Committee that during the bidding process, protective netting panels #12 and #13 at the Driving Range were damaged due to another weather related event that occurred late Fall. Since these additional panels were not part of the original bid, the Committee asked Staff to contact the company awarded the low bid for the project to determine the extra cost to replace netting panels #12 & #13, and if this work could be done concurrent to the replacement of panels #1 - #11. McScot Golf Inc. responded that the cost for these additional two extra panels would total \$8,945 and could be completed at the same time of the original contracted work. Staff indicated the cost for these additional panels was in line with the original bid pricing submitted for panels #1 - #11.

Therefore, the Parks & Recreation Committee and the Administrative Staff recommend the adoption of the attached resolution to approve Change Order #1 for this project. Funding for this Change Order request would come from the proceeds of the sale of the Bolander Property. Four positive votes are required for approval.

RESOLUTION 16-R- _____

A RESOLUTION APPROVING
CHANGE ORDER No. 1 TO THE CONTRACT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
MCSCOT GOLF, INC.

WHEREAS, the Village of Libertyville entered into a certain contract with McScot Golf, Inc., LTD. for the replacement of Driving Range Barrier Netting panels #1-#11 which was approved by the Village President and Village Board of Trustees on January 26, 2016 and

WHEREAS, The Board of Trustees of the Village of Libertyville have determined that the circumstances said to necessitate the foregoing changes are germane to and were not reasonably foreseeable at the time the original contract was signed and the change orders are in the best interest of the Village and authorized by law.

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

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

SECTION 2. Change Order No. 1 is attached as Exhibit # 1 for a net increase of \$8,945.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 4. The resolution shall constitute the written determination required by

Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

PASSED this: 23rd day of February, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: 23rd day of February, 2016

Village President

ATTEST:

Village Clerk

EXHIBIT #1

CHANGE ORDER NO. 1

Order No. 1
Date: 02/04/2016
Agreement Date: 01/26/2016

Name of Project: Sports Complex Driving Range Safety Barrier Netting 2015-16
Owner: Village of Libertyville
Contractor: McScot Golf, Inc.

Justification: Additional cost to remove and replace the Sports Complex Driving Range Barrier Netting panels #12 and #13 complete with all netting, hardware, equipment and labor as required, work to be performed concurrently with panels #1-#11.

Change of Contract Price

Original Contract Price:	\$50,000.00
Current Contract Price adjusted by Previous Change Orders:	\$50,000.00
The Contract Price due to this Change Order will be increased by:	\$ 8,945.00
The New Contract Price including this Change Order will be:	\$58,945.00

Approval Required:

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

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Letter of Credit Reduction for Bridge Development Partners, LLC

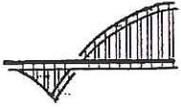
Staff Recommendation: Approve a \$752,248.95 reduction in the Letter of Credit

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

Background Mr. Mark Houser, representing the subdivision developer, Bridge Development Partners LLC, has requested a reduction in the current subdivision Letter of Credit to reflect all the work successfully completed to date for the Bridgepoint development. The amount of the reduction for the Letter of Credit is \$ 752,248.95. The required documentation, which includes the Contractor's Sworn Statement of Payment and Waivers of Lien, has been provided. All the private and public improvements have been installed in accordance with the Development Agreement.

Staff recommends that the original Letter of Credit in the amount of \$791,841.00 be reduced to the 5% guarantee amount of \$39,592.05. The guarantee shall be maintained for a period of two (2) years from the date of Village Board approval to ensure the completion of any required maintenance issues on the public improvements.

Four positive votes are required for approval.



BRIDGE
DEVELOPMENT
PARTNERS, LLC

January 26, 2016

Mr. Kevin J. Bowens
Village Administrator
Village of Libertyville
118 West Cook Street
Libertyville, Illinois 60048

RE: 851-901 East Park Avenue, Libertyville, IL 60048

Dear Kevin:

Per An Agreement Relating to Approval of the Development of Bridgepoint of Libertyville dated June 10, 2014 regarding the development of 851-901 East Park Avenue, Libertyville, Bridge Point has completed construction of all Public Improvements and Public Impact Improvements. As such, Bridge Point is requesting that the Village allow Bridge Point to post a Guaranty Letter of Credit at which time the Village will release the Performance and Payment Letter of Credit.

Thank you for your consideration.

Sincerely,

BRIDGE DEVELOPMENT PARTNERS, LLC

Mark Houser
Director of Development

VILLAGE OF LIBERTYVILLE
ENGINEER'S PAYMENT ESTIMATE
FOR
RELEASE OF ESCROW FUNDS
SUBDIVISION IMPROVEMENTS

SUBDIVISION: Bridgepoint Development
IMPROVEMENT: Public and Direct Public Impact Improvement
CONTRACTOR: Bridge Development Partners, LLC RELEASE NO: 1
1000 W Irving Park Road PARTIAL: X
Itasca, IL 60143 FINAL: _____

GROSS AMOUNT DUE TO DATE	\$ 791,841.00
LESS RETENTION (5%)	\$39,592.05
AMOUNT DUE TO DATE	\$ 752,248.95
LESS AMOUNT OF PREVIOUS RELEASES	\$ -
AMOUNT OF THIS RELEASE	\$ 752,248.95
TOTAL ESCROW AMOUNT IN ACCOUNT	\$ 791,841.00
AMOUNT RELEASED TO DATE	\$ 752,248.95
AMOUNT REMAINING IN ACCOUNT	\$ 39,592.05

APPROVED FOR PAYMENT _____
DIRECTOR OF PUBLIC WORKS

DATE: _____

AUTHORIZED BY VILLAGE BOARD _____
DATE: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Bridge Point 94, LLC**, an Illinois limited liability company ("Owner"), in consideration of the sum of \$10.00 and other good and valuable consideration paid by the **Village of Libertyville**, a municipal corporation (the "Village"), 118 West Cook Avenue, Libertyville, Illinois 60048, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, convey, transfer and deliver to the Village the following personal property:

The Public Watermain Easements and the Sanitary Sewer Easements as shown on the Final Plat of BridgePoint Libertyville, which was recorded with the Lake County Recorded of Deeds on August 14, 2014 as Document No. 7123465 (the "Improvements")

to have and to hold the Improvements as the personal property of the Village and its successors and assigns forever.

Owner hereby warrants and represents that it is the lawful owner in every respect of the Improvements and that the Improvements are free and clear of any and all liens, security agreements, encumbrances, claims, demands and charges of any kind, and that Owner has the full right, power and authority to sell the Improvements and to execute this Bill of Sale.

Owner, for itself and its successors and assigns, hereby covenants and agrees to and with the Village to warrant and defend the title and sale of the Improvements to the Village and its successors and assigns against any and all lawful claims and demands of all and every person or persons whatsoever.

Owner hereby releases, waives, relinquishes and forever disclaims any and all possessory and proprietary rights, claims and interests that Owner has, had, or may have, relating to or in any way connected with the Improvements.

The guarantees, covenants and agreements of Owner contained in that certain Agreement Relating to Approval of the Development of BridgePoint of Libertyville dated June 10th, 2014 being by and between the Village and Owner, shall survive the making and execution of this Bill of Sale, and shall become a part hereof, and shall continue in full force and effect as though herein set forth fully and at length.

IN WITNESS WHEREOF, Owner has caused this Bill of Sale to be executed by the undersigned representative duly authorized to execute the same on this 26th day of January, 2016.

BRIDGE POINT 94, LLC, an Illinois limited liability company

By: _____
Its: Manager **STEVE POULOS**

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

Cty# _____
Loan# _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Premier Design Build Group LLC
To furnish asphalt pavement construction work
For the premises known as BridgePoint 94 Spec Warehouses, 851-899 East Park Avenue & 907-937 East Park Avenue, Libertyville, IL Job #1337
Of which BridgePoint 94 LLC is the owner.

THE undersigned, for and in consideration of Seventy Seven Thousand One Hundred Fifty Two and 00/100 (\$77,152.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, materials, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, including extras*.

Date: January 15, 2016

Company Name: Glander Paving Co. Inc.
Address: 303 North Eric Drive, Palatine, IL 60067-2510

Signature and Title Tim D. Swift
Tim D. Swift, Secretary

*Extras include but are not limited to change orders, both oral and written, to the contract.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Tim D. Swift
Secretary of Glander Paving Co. Inc.
Who is the contractor furnishing asphalt pavement construction work on the
Building located at BridgePoint 94 Spec Warehouses, 851-899 East Park Avenue & 907-937 East Park Avenue, Libertyville, IL Job #1337
Owned by BridePoint 94 LLC.

That the total amount of the contract including extras* is \$107,010.00 on which he has received payment of \$29,858.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Name & Address	What For	Contract Price Including Extras*	Amount Paid	This Payment	Balance Due
All labor and fringes fully paid. All material taken from fully paid stock and delivered to the job site in company owned vehicles. No outside rental equipment used. Our principle supplier is: Peter Baker & Son Co., P.O. Box 187, Lake Bluff, IL 60044, 847-362-3663					
Glander Paving Co. Inc.	Paving Work	\$107,010.00	\$29,858.00	\$77,152.00	\$0.00
Total Labor & Material Extras* to Complete		\$107,010.00	\$29,858.00	\$77,152.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

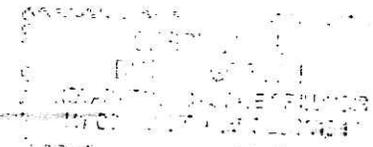
Date: January 15, 2016

Signature Tim D. Swift

Subscribed and sworn to before me this January 15, 2016

Notary Public: Diane M. Gordon
My Commission Expires: 7-13-2016

*Extras include but are not limited to change orders, both oral and written, to the contract.



FINAL WAIVER OF LIEN

STATE OF Illinois
 COUNTY OF Kane

Escrow
 MVP# 15-084 #1

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Premier Design + Build Group to furnish Site Utilities for the premises known as Bridge Point 94 Speculative Warehouses of which BridgePoint 94, LLC. is the owner.

THE undersigned, for and in consideration of \$ Twenty Nine Thousand Eight Hundred Forty Nine and 00/100 (\$29,849.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: January 15, 2016

COMPANY NAME: MVP Plumbing Corp.

ADDRESS: 1955 Aucutt Rd., Montgomery, IL. 60538

SIGNATURE AND TITLE:  Project Manager

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTORS AFFIDAVIT

STATE OF Illinois

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

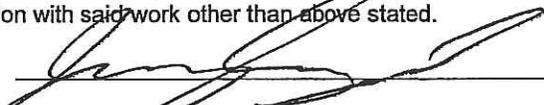
THE UNDERSIGNED, Jeremy Angarola BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS Project Manager OF MVP Plumbing Corp. WHO IS THE CONTRACTOR FURNISHING Site Utilities WORK ON THE BUILDING LOCATED AT 851-899 East Park Avenue, & 901-937 East Park Avenue, Libertyville, IL OWNED BY BridgePoint 94, LLC.

That the total amount of the contract including extras* is \$ 1,229,974.00 on which he or she has received payment of \$ 1,200,125.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
MVP PLUMBING CORP.	LABOR	\$ 929,974.00	\$ 900,125.00	\$ 29,849.00	\$ 0.00
FERGUSON	PIPING	\$ 300,000.00	\$ 300,000.00	\$ 0.00	\$ 0.00
		\$	\$	\$	\$
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$ 1,229,974.00	\$ 1,200,125.00	\$ 29,849.00	\$ 0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

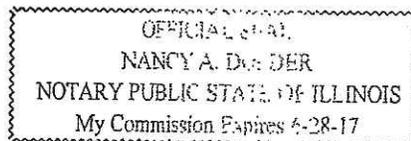
DATE January 15, 2016

SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 15th DAY OF January 2016


 NOTARY PUBLIC

*Extras include but are not limited to change orders, both oral and written, to the contract



FINAL WAIVER OF LIEN

STATE OF ILLINOIS

Gty # _____

COUNTY OF DUPAGE
TO WHOM IT MAY CONCERN:

Escrow # _____

WHEREAS the undersigned has been employed by Premier Design + Build Group

to furnish Landscaping

for the premises known as Bridge Point 94 Speculative Warehouse

of which BridgePoint 94, LLC is the owner.

The undersigned, for and in consideration of Fourteen Thousand Seven Hundred Fifty Dollars and No Cents (\$14,750.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE November 30, 2015 COMPANY NAME Wingren Landscape, Inc.

ADDRESS 5126 Walnut Ave., Downers Grove, IL 60515

SIGNATURE AND TITLE  Mike Egly, General Manager

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS **CONTRACTOR'S AFFIDAVIT**

COUNTY OF DUPAGE
TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mike Egly BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) General Manager OF

(COMPANY NAME) Wingren Landscape, Inc. WHO IS THE

CONTRACTOR FURNISHING Landscaping WORK ON THE BUILDING

LOCATED AT 851-899 East Park Ave & 901-937 East Park Ave, Libertyville, IL

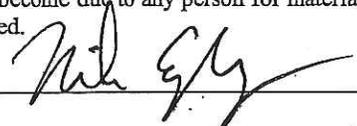
OWNED BY BridgePoint 94, LLC

That the total amount of the contract including extras* is \$ 295,000.00 on which he or she has received payment of \$ 280,250.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

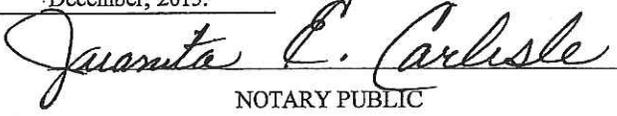
Names And Addresses	What For	Contract Price	Amount Paid	This Payment	Balance Due
Wingren Landscape 5126 Walnut Ave., Downers Grove, IL	Landscaping	235,221.00	220,471.00	14,750.00	\$0.00
Gerdes Nursery, 20304 McGuire Rd., Harvard, IL	Plant Material	29,122.00	29,122.00	0.00	\$0.00
Green Glen Nursery, 2413 Laraway Rd., Joliet, IL	Plant Material	10,640.00	10,640.00	0.00	\$0.00
Arthur Weiler, 12247 W. Russell Rd., Zion, IL	Plant Material	7,532.00	7,532.00	0.00	\$0.00
Twixwood Nursery, PO Box 247, Berrien Springs, MI	Plant Material	12,485.00	12,485.00	0.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		295,000.00	280,250.00	14,750.00	0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date December 14, 2015 SIGNATURE: 

Subscribed and sworn to before me this 14th day of December, 2015.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



NOTARY PUBLIC



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Report on bids for Upflow Clarifier Buried Valve Replacement at the Waste Water Treatment Plant

Staff Recommendation: Reject Bids

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

Background: Village staff opened bids for the second time for the Upflow Clarifier Buried Valve Replacement project at the Waste Water Treatment Plant on February 12, 2016 with the following results:

Contractor Bid Price:

A. Gaskill & Walton Construction Co. \$184,800.00

Originally bid on July 9, 2016, the low apparent bid proposal at that time was \$77,931.00. The budgeted amount for the project is \$67,500.00. The bids were rejected and the project was rebid because the budgeted funds were not sufficient. For the most recent bid opening, although six bid packages were purchased, only one bid was received. This lone bid was extremely high and over budget once again. In addition, the contractor cannot meet the specified completion date of April 29, 2016.

Administrative staff recommends rejection of the bid at this time. Future considerations will be evaluated to complete the project at a more equitable cost.

Four positive votes are required for approval.

PICTURE OF PLUG VALVE REPLACEMENT WORK SITE





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Request to Waive Permit Fee District 72

Staff Recommendation: Waive Permit Fee

Staff Contact: Richard M. Carani, Fire Chief

Background: Rondout School District 72 has submitted an application to the Fire Department for a burning permit to burn landscape waste generated on the property for the purpose of removing buckthorn. Roundout School District is asking for consideration to waive the permit fee of \$50.00 for this permit. Permit fees for Rondout School have been waived in the past for burning. Rondout School meets all the requirements to receive a burning permit from the Fire Department.

Four affirmative votes are needed for approval.



SD72

RONDOUT SCHOOL

Date: 2/8/16

To: Five Marshall / Admin. assistant.

Organization: LFPD

Fax Number: 847 362-8829

From: BRYAN ALBRO

Phone: 847-362-2021

Fax: 847-816-2067

Number of pages including this cover page: 2

Message:

Open Burn permit and request
to waive the \$50⁰⁰ fee for
Rondout School

NOTE: This message sent by electronic facsimile transmission is intended and restricted for the use of addressee only. The message may contain confidential and privileged information, exempt from disclosure under Federal and/or State law. In the event some other person or entity receives the message, said recipient is hereby notified that any dissemination regarding transmission, distribution or duplication of the message is prohibited. In the event the message is received by a person or entity other than the specified recipient or the recipient's agent, please notify us immediately by telephone.

LIBERTYVILLE FIRE PROTECTION DISTRICT



LIBERTYVILLE, ILL. 60048

APPLICATION FOR ONE YEAR PERMIT
TO USE, INSTALL, CONDUCT PROCESSES OR CARRY ON
OPERATIONS INVOLVING OR CREATING CONDITIONS
DEEMED HAZARDOUS TO LIFE OR PROPERTY

2/8/16

Application Date

Application is hereby made by the undersigned for a permit to conduct business in
The Libertyville Fire Protection District

Company Name Rondout School Dist. 72

Contact Name Bryan Albro Title Assistant Principal

E-Mail Address bryan.albro@rondoutsd72.org

Mailing Address 28593 N. Bradley Rd.

City, State, Zip Code Lake Forest, IL 60045

Telephone Number 847 362-2021

Type(s) of Permit(s) applied for: (see reverse side of this application for list)	Fee
1) <u>Open burn # 2</u>	<u>Please see note</u>
2) _____	_____
3) _____	_____

Conditions, surroundings, and arrangements to be in accordance with the Libertyville Fire Protection District Fire Prevention Ordinance.

Please make check payable to the Village of Libertyville - Fire Department
1551 North Milwaukee Avenue
Libertyville, IL 60048

Note. We are requesting that the ~~\$50.00~~ fee be waived for the School District.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Resolution: Allocation of Motor Fuel Tax (MFT) Funds in the amount of \$550,000 for the 2016 Road Rehabilitation Program

Staff Recommendation: Adopt the MFT Resolution

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

Background: The Budget for the 2016 Road Rehabilitation Program is \$3,585,772.00, which consists of \$550,000.00 in Motor Fuel Tax (MFT) funds and \$3,035,772.00 from the Road Improvement Fund.

State law requires that the Village obtain Illinois Department of Transportation (IDOT) authorization to expend MFT funds. Staff recommends that MFT funds be appropriated in the amount of \$550,000.00, by adopting the attached IDOT standard Resolution in order to partially fund the 2016 Program.

Four positive votes are required for passage.



BE IT RESOLVED, by the President and Board of Trustees of the
(Council or President and Board of Trustees)
Village Libertyville of Libertyville, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$550,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2016
(Date)
to April 30, 2017
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Kevin J. Bowens, Deputy Village Clerk in and for the Village
(City, Town or Village)
of Libertyville, County of Lake

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on February 23, 2016
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of February, 2016

(SEAL) _____ Clerk
(City, Town or Village)

Approved

Date
Department of Transportation

Regional Engineer



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Contract for Pond and Lake Maintenance Services

Staff Recommendation: Award Contract to Clarke Aquatic Services, Inc. and Authorize Execution

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

Background: The Parks Maintenance Division of the Public Works Department solicited sealed bids for various pond and lake maintenance services for the upcoming fiscal year (FY 2016/17). Two bids were received and opened on February 15, 2016. The bid tabulation is attached. This is a one year contract, which can be extended annually for a total of three years with Village Board approval.

Clarke Aquatic Services, Inc. was the lowest responsible bidder in the base bid amount of \$18,216.00 (not including the additional work as required). Staff has budgeted \$26,690.00 in various Budgets Accounts to perform this work, which does include funds for the additional tasks as required. Also attached is the breakdown of the various Budget Accounts.

Clarke Aquatic Services, Inc. has just previously performed these same services extremely well for the Village for the current FY. Administrative Staff recommends that the Contract for the Park and Maintenance Services for FY 2016/17 be awarded to Clarke Aquatic Services, Inc. in the total not-to-exceed amount of \$26,690.00 and authorize execution by the Village Administrator.

Four Positive votes are required for approval.

Pond and Lake Maintenance Services
Bid Tabulation
 February 15, 2016 at 10:00 a.m.

Site/Task	2016 Price			2017 Price			2018 Price		
	Clarke Aquatic Services	Integrated Lakes Management							
Butler Lake Management Services	\$ 6,270.00	\$ 5,250.00	\$ 6,270.00	\$ 5,250.00	\$ 6,270.00	\$ 5,250.00	\$ 6,270.00	\$ 5,381.00	
Concord Interlaken Pond Management Services	\$ 2,400.00	\$ 3,432.00	\$ 2,400.00	\$ 3,432.00	\$ 2,400.00	\$ 3,432.00	\$ 2,400.00	\$ 3,538.00	
Interlaken Ridge Ponds Management Services	\$ 1,750.00	\$ 2,530.00	\$ 1,750.00	\$ 2,530.00	\$ 1,750.00	\$ 2,530.00	\$ 1,750.00	\$ 2,583.00	
Interlaken Ridge West Pond Bioaugmentation Services	\$ 835.00	\$ 809.00	\$ 835.00	\$ 809.00	\$ 835.00	\$ 809.00	\$ 835.00	\$ 829.00	
Interlaken Ridge East Pond Bioaugmentation Services	\$ 1,150.00	\$ 1,084.00	\$ 1,150.00	\$ 1,084.00	\$ 1,150.00	\$ 1,084.00	\$ 1,150.00	\$ 1,111.00	
Timbercreek Subdivision Ponds Management Services	\$ 2,990.00	\$ 3,784.00	\$ 2,990.00	\$ 3,784.00	\$ 2,990.00	\$ 3,784.00	\$ 2,990.00	\$ 3,878.00	
Red Top Pond Weed Management Service	\$ 511.00	\$ 1,260.00	\$ 511.00	\$ 1,260.00	\$ 511.00	\$ 1,260.00	\$ 511.00	\$ 1,291.00	
Red Top Pond Algae Management Service	\$ 380.00	\$ 165.00	\$ 380.00	\$ 165.00	\$ 380.00	\$ 165.00	\$ 380.00	\$ 169.00	
Riverside Golf Course Small Pond Algae Management Services	\$ 178.00	\$ 130.00	\$ 178.00	\$ 130.00	\$ 178.00	\$ 130.00	\$ 178.00	\$ 134.00	
Riverside Golf Course Large Pond Algae Management Services	\$ 380.00	\$ 165.00	\$ 380.00	\$ 165.00	\$ 380.00	\$ 165.00	\$ 380.00	\$ 169.00	
Riverside Golf Course Small Pond Weed Management Services	\$ 236.00	\$ 330.00	\$ 236.00	\$ 330.00	\$ 236.00	\$ 330.00	\$ 236.00	\$ 338.00	
Riverside Golf Course Large Pond Weed Management Services	\$ 511.00	\$ 1,260.00	\$ 511.00	\$ 1,260.00	\$ 511.00	\$ 1,260.00	\$ 511.00	\$ 1,291.00	
As Needed Per Acre Cost for Algae Control Services	\$ 178.00	\$ 140.00	\$ 178.00	\$ 140.00	\$ 178.00	\$ 140.00	\$ 178.00	\$ 143.00	
As Needed Per Acre Cost for Weed Control Services	\$ 427.00	\$ 480.00	\$ 427.00	\$ 480.00	\$ 427.00	\$ 480.00	\$ 427.00	\$ 492.00	
	\$ 18,216.00	\$ 20,839.00	\$ 18,216.00	\$ 20,839.00	\$ 18,216.00	\$ 20,839.00	\$ 18,216.00	\$ 21,347.00	

Notes: Butler Lake Management Services bid price does not include any additional work that may be requested or required. It is typically requested that the contractor perform additional work for the 4th of July Celebration that takes place in Butler Lake Park. \$13,000.00 was budgeted for in the 45-0000-0-782 account

Red Top Pond weed and algae control services are per visit as required. \$2,000.00 was budgeted for in the 01-0701-7-713 account

Riverside Golf Course pond weed and algae control services are per visit as required. \$1,250.00 was budgeted for in the 01-0704-7-713 account

The per acre pond weed and algae control services are used as guidelines for the possible additional services requested.

The total funds budgeted for in the various accounts affected by this work total \$26,690.00. Contract should not exceed this limit

Budget Breakdown for 2016-17 Fiscal Year

Site/Task	Account Number	Amount Budgeted	2016-17 Base Cost	\$ Available for Extras
Butler Lake Management Services	45-0000-0-782	\$13,000.00	\$6,270.00	\$6,730.00
Concord Interlaken Pond Management Services 50%	01-0701-3-705	\$1,500.00	\$1,200.00	\$300.00
Concord Interlaken Pond Management Services 50%	02-0000-0-780	\$1,500.00	\$1,200.00	\$300.00
Interlaken Ridge Pond Management Services	01-0701-3-705	\$1,840.00	\$1,750.00	\$90.00
Interlaken Ridge West Pond Bioaugmentation Services	01-0701-3-705	\$1,600.00	\$1,985.00	(\$385.00)
Interlaken Ridge East Pond Bioaugmentation Services	06-0000-0-780	\$4,000.00	\$2,990.00	\$1,010.00
Timbercreek Subdivision Ponds Management Services				
Red Top Pond Weed Management Service	01-0701-7-713	\$2,000.00	\$891.00	Can Perform Both Services 2x
Red Top Pond Algae Management Service				
Riverside Golf Course Small Pond Algae Management Services				
Riverside Golf Course Large Pond Algae Management Services				
Riverside Golf Course Small Pond Weed Management Services	01-0704-7-713	\$1,250.00	\$1,325.00	(\$75.00)
Riverside Golf Course Large Pond Weed Management Services				
As Needed Per Acre Cost for Algae Control Services	Guideline	\$0.00	\$178.00	\$0.00
As Needed Per Acre Cost for Weed Control Services	Guideline	\$0.00	\$427.00	\$0.00
		\$26,690.00	\$18,216.00	\$18,216.00

CONTRACT ACCEPTANCE

VARIOUS POND AND LAKE MAINTENANCE SERVICES

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 23rd day of February, 2016.

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

Village of Libertyville

By: _____

Kevin J. Bowens
Village Administrator



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Ordinance Declaring Surplus Property

Staff Recommendation: Approve Ordinance

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

Background: The attached Ordinance and exhibit lists Village personal property to be declared surplus. This personal property, includes a pump from the Wastewater Treatment Plant, Public Works-Streets Vehicle #329, Police confiscated vehicle and Police Voice logging recorder, listed in Exhibit A is intended to be sold at auction through GovDeals, an online government surplus auction website.

Administrative Staff recommends approving the attached Ordinance declaring the items listed in Exhibit A as surplus property. In order to be approved, the Ordinance requires a positive vote of a majority of the corporate authorities holding office. Consequently, four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE
ORDINANCE 16 -O- _____

AN ORDINANCE AUTHORIZING THE SALE OF
PERSONAL PROPERTY OWNED BY THE
VILLAGE OF LIBERTYVILLE

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Libertyville to sell said Personal Property in such manner determined by the Village Administrator, with or without advertising the sale;

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

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

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

Section Three: Authorization of Sale. Pursuant to said statute, the Village Administrator is hereby authorized and directed to sell the Personal Property now owned by the Village of Libertyville in such a manner determined by the Village Administrator, with or without advertising the sale.

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

Section Five: Agreement for Sale. The Village Administrator is hereby authorized to and may direct GovDeals to auction Personal Property listed in Exhibit A at auction. GovDeals is an online government surplus auction site.

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

PASSED this 23rd day of February, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: 23rd day of February, 2016

ATTEST:

Terry Wepler, Village President

Sally Kowal, Village Clerk

Exhibit A

Surplus Items List

1. U.S Motors, vertical hollow shaft weather protected type I pump motor
2. 2004 International 7400 NG Truck VIN: 1HTWDAAR84J000090
3. 2003 Chevrolet Malibu 4-door; 1G1NG52J33M527744
4. NICE Call Focus Logging Recorder, Model NC-2000, Serial # 10163801



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Ordinance Amending Section 2-117 of the Libertyville Municipal Code

Staff Recommendation: Approve Ordinance and Amendment

Staff Contact: Richard M. Carani, Fire Chief

Background: Attached is an Ordinance which amends language for Chapter 2, Section 5-117 of the Libertyville Municipal Code for the Libertyville Emergency Management Agency. The language changes are necessary because of a change to the Illinois Emergency Management Agency Act which removed the identifying term Emergency Services Disaster Agency and replaced it with Emergency Management Agency. Also, per the Act, the Village does not have a Director, rather there is a Coordinator for the Villages Emergency Management Agency. Staff recommends that the attached Ordinance and amendments be approved. Four affirmative votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-__

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 5, SECTION 117 – EMERGENCY
SERVICES AND DISATER AGENCY OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL
CODE

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2016

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 5, SECTION 117 – EMERGENCY SERVICES AND DISASTER AGENCY OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE

WHEREAS, the Village of Libertyville enacted Chapter 2-Administration of the Village of Libertyville Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have determined that it is in the best interest of the Village and its residents to amend article 5, section 117 Emergency Services and Disaster Agency of the Village of Libertyville to update language to meet the Illinois Emergency Management Act; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to adopt the following amendments:

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

SECTION ONE:

Sec 2-117. ~~Emergency services and disaster Management Agency (ESDA)~~ (EMA)

- a) *Establishment.* There is hereby created the local municipal ~~ESDA~~ EMA organization to prevent, minimize, repair, and alleviate injury or damage resulting from disaster caused by enemy attack, sabotage, or other hostile action, or from natural disaster in accordance with the Illinois Emergency Management Agency Act [20 ILCS 3305/1 et seq.] as amended.
- b) *Composition.* The ~~ESDA~~ EMA organization shall consist of the director and additional members to be selected by the director.
- c) *Director. Coordinator.*
 - 1) The ~~director~~ Coordinator of the municipal ~~ESDA~~ EMA organization shall be appointed by the President of the Village, by and with the advice and consent of the board of trustees, and shall serve until removed by the same.
 - 2) The ~~director~~ Coordinator shall have direct responsibility for the organization, administration

SECTION TWO: Effective Date: This ordinance shall be in full force and effect from February 23, 2016, following its passage, approval and publication in the manner provided by law.

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2016.

Terry Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Ordinance Amending Section 3-13 of the Libertyville Municipal Code

Staff Recommendation: Approve Ordinance and Amendment

Staff Contact: Richard M. Carani, Fire Chief
Clint Herdegen, Police Chief

Background: Attached is and Ordinance amending language for Chapter 3, Section 3-13 of the Libertyville Municipal Code for Alarm Systems. The language changes are necessary due to the fact the Village no longer allows fire or burglar alarms to be connected through a phone line, all alarms are required to be connected through a leased wireless transmitter. Additionally, police alarms are required to be of a central station connection. Staff recommends that the attached Ordinance and amendments be approved. Four affirmative votes are required for approval.

Libertyville Municipal Code

Sec. 3-13 Direct communications to ~~police and~~ **the** fire departments

- (a) Upon favorable recommendations of the ~~police and/or~~ fire chief, alarms from business premises, financial institutions, and residences may be terminated in the ~~police and/or~~ fire department **dispatch center**.

- (b) The alarm subscriber approved for a direct connection to the ~~police department or~~ fire department **dispatch center** or the alarm businesses contracting for the servicing the subscribers alarm system shall be responsible for obtaining the ~~leased telephone line between a leased AES radio in order to transmit the proper signals from the~~ subscriber's premises and the alarm receiving equipment., if required, ~~in order to provide an input signal which is compatible with the receiving equipment used to operate the standard annunciator panel.~~

- (c) No alarm subscriber shall utilize ~~a single pair of wires to transmit a burglar or holdup alarm signal and a fire alarm or other emergency signal.~~ **an AES radio other than those approved by the Fire Chief or his designee in order to prevent improper signals/interference from being transmitted over the Villages dedicated system to the receiving equipment. All signals shall be transmitted over separate wires and shall cause only one (1) signal to be transmitted to the police and/or fire department upon a single stimulus of the alarm device, and no pulsating or intermittent signal shall be allowed.**

- (d) The Village of Libertyville Police Department does not accept any type of direct connect burglar, hold-up, or panic alarms to the police department or dispatch center.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-__

AN ORDINANCE AMENDING CHAPTER 3, SECTION 3-13 – ALARM SYSTEMS OF THE
LIBERTYVILLE, ILLINOIS MUNICIPAL CODE

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this ____ day of _____, 2016

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this ____ day of _____, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE AMENDING CHAPTER 3, SECTION 3-13 – ALARM SYSTEMS OF THE
LIBERTYVILLE, ILLINOIS MUNICIPAL CODE

WHEREAS, the Village of Libertyville enacted Chapter 3-Alarm Systems of the Village of Libertyville Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have determined that it is in the best interest of the Village and its residents to amend Chapter 3, section 3-13 Direct communications to police and fire departments; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to adopt the following amendments:

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

SECTION ONE:

Sec. 3-13 Direct communications to ~~police and~~ **the** fire departments

- (a) Upon favorable recommendations of the ~~police and/or~~ fire chief, alarms from business premises, financial institutions, and residences may be terminated in the ~~police and/or~~ fire department **dispatch center**.
- (~~b~~) The alarm subscriber approved for a direct connection to the ~~police department or~~ fire department **dispatch center** or the alarm businesses contracting for the servicing the subscribers alarm system shall be responsible for obtaining ~~the leased telephone line between a leased AES radio in order to~~ **transmit the proper signals from the** subscriber's premises and the alarm receiving equipment., ~~if required, in order to provide an input signal which is compatible with the receiving equipment used to operate the standard annunciator panel.~~
- (~~e~~) No alarm subscriber shall utilize a ~~single pair of wires to transmit a burglar or holdup alarm signal and a fire alarm or other emergency signal.~~ **an AES radio other than those approved by the Fire Chief or his designee in order to prevent improper signals/interference from being transmitted over the**

~~Villages dedicated system to the receiving equipment. All signals shall be transmitted over separate wires and shall cause only one (1) signal to be transmitted to the police and/or fire department upon a single stimulus of the alarm device, and no pulsating or intermittent signal shall be allowed.~~

- (d) **The Village of Libertyville Police Department does not accept any type of direct connect burglar, hold-up, or panic alarms to the police department or dispatch center.**

SECTION TWO: Effective Date: This ordinance shall be in full force and effect from February 23, 2016, following its passage, approval and publication in the manner provided by law.

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2016.

Terry Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: PACE Dial-A-Ride Agreement

Staff Recommendation: Authorize Execution of the Agreement

Staff Contact: Kelly A. Amidei, Deputy Village Administrator

Background: In previous years, the Village Board has approved a Local Share Agreement with PACE for the operation of the Dial-A-Ride Bus Service Program. This program provides transportation services to senior citizens and persons with a disability. Beginning March 1st, riders will have expanded service as part of a grant with the RTA and Lake County DOT. The agreement provides for expanded service areas and service hours, an increase in the one-way trip fee from \$1.00 to \$3.00 (the fee has not been raised in over 20 years and service is being expanded), senior age raised from 55 to 60 (with existing users grandfathered in), and the addition of recurring medical appointment service of \$5.00. The grant will pay for the expanded service and the existing agreement (attached) will pay for the current service.

The attached Local Share Agreement indicates that the Village of Libertyville's local share is \$13,466 (an increase of \$741). PACE will pay \$37,414, to provide Dial-A-Ride Service to Libertyville residents.

The Administrative Staff recommends the Village Board authorize the Mayor to execute the PACE Local Share Agreement. A simple majority vote of the Village Board is required for passage. Consequently, four positive votes are necessary.

PACE PARATRANSIT LOCAL SHARE AGREEMENT
Village of Libertyville

This agreement is made this ____ day of _____, 2015 by and between the Suburban Bus Division of the Regional Transportation Authority (RTA) operating under the name and hereinafter referred to as "Pace", an Illinois municipal corporation, and the Village of Libertyville, an Illinois municipal corporation, hereinafter referred to as the "Municipality".

The parties, in consideration of the mutual promises hereinafter set forth, hereby agree to the following:

1. **TERM** - This agreement will be in effect beginning January 1, 2016 and ending December 31, 2016.

2. **SERVICE DESCRIPTION** - The Municipality will participate in the financial support of the transportation service for the residents of the Villages of Libertyville, Libertyville Township, and Mundelein as described in the attached Exhibit A. Exhibit A is hereby incorporated and made a part of this Agreement.

3. **REPORTING** - Pace will provide to the Municipality on a monthly basis, a report with the following:

- A. Number of Dial-A-Ride trips delivered per this Agreement as outlined in Exhibit A.
- B. A summary breakdown of trips by residents of the Village of Libertyville, Libertyville Township and the Village of Mundelein.
- C. Vehicle Service Hours delivered per this Agreement as outlined in Exhibit A.
- D. A billing for Local Share, determined as outlined in Section 4 of this Agreement.

4. **LOCAL SHARE FUNDING** - The Municipality agrees to reimburse Pace monthly for 50% of the Local Share incurred in operating the service described in Paragraph 2, above on behalf of the Villages of Libertyville and Mundelein. The Local Share will be calculated in the following manner:

- A. The Total Expense of the project will be calculated by multiplying the number of Vehicle Service Hours delivered per this Agreement by the hourly rate charged to Pace by the Contractor. Operating Deficit will be defined as Total Expense less fare revenue.
- B. The Pace Contribution will be the lesser of 1) 75% of the actual Operating Deficit attributed to a maximum of 3,433 vehicle hours of service, or 2) \$128,131.

The Pace Contribution shall be calculated monthly on a year-to-date basis to adjust for actual vehicle hours of service and ensure that the annual Pace Contribution is not depleted in advance before the end of the term of this agreement.

- C. The Local Share is the Total Expense, as described in Section 4 A, minus fares, minus the Pace Contribution. The percentage of trips provided on behalf of the Municipality and the Village of Mundelein together, relative to the total number of trips shall be the basis of determining that portion of the Local Share to be covered by the Municipality, *however the total cost will not exceed \$13,466 for CY 2016.*

The Municipality shall pay Pace within thirty (30) days of receiving the monthly bill for its portion of the Local Share.

5. **CIVIC CENTER SHUTTLE FARE SUBSIDY** - In addition to the Local Share described above, the Municipality also agrees to reimburse Pace the difference between the fare charged for the pre-scheduled Civic Center Shuttle service, described in Exhibit A, and the Pace minimum fare of \$0.80, times the number of trips on the pre-scheduled Civic Center Shuttle service.

6. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. Any

proposed changes in this Agreement shall be submitted to Pace for its prior approval. Except for minor service changes, no modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of parties hereto.

7. **TERMINATION** - This contract can be terminated upon thirty (30) calendar days written notice by Pace, if: 1) sufficient funds have not been appropriated to cover the estimated requirements by Pace or by any other agency funding the service; 2) Pace develops alternative public transportation services which, as determined by Pace will better meet the transportation needs of the public; or, 3) the Municipality fails to make payments as required by Section 4 of this agreement.
8. **FAILURE TO PERFORM** - Pace will not be responsible for any failure on the part of the Contractor to provide service due to circumstances beyond the reasonable control of the Contractor or Pace. Pace shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

PACE

VILLAGE OF LIBERTYVILLE

By: _____
Thomas J. Ross, Executive Director

By: _____
Terry Wepler, Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

COST ESTIMATE WORKSHEET

2016 LOCAL SHARE AGREEMENT

Central Lake County

PROJECT: VILLAGE OF LIBERTYVILLE / LIBERTYVILLE TOWNSHIP /
VILLAGE OF MUNDELEIN

	<u>Village of Libertyville</u>	<u>Libertyville Township</u>	<u>Village of Mundelein</u>	<u>Total</u>
REVENUE	\$ 3,504	\$ 366	\$ 8,130	\$ 12,000
EXPENSE	\$58,359	\$ 6,096	\$135,403	\$199,858
DEFICIT	\$ 54,855	\$ 5,730	\$127,273	\$187,858
PACE SUBSIDY	\$ 37,414	\$ 3,908	\$ 86,809	\$128,131
CALL CENTER GRANT	\$ 3,975	\$ 415	\$ 9,223	\$ 13,613
LOCAL SHARE	\$ 13,466	\$ 1,407	\$ 31,241	\$ 46,114
RIDERSHIP	3,212	335	7,453	11,000
VEHICLE HOURS	1,002	105	2,326	3,433

Exhibit A

TRANSPORTATION SERVICES

CENTRAL LAKE COUNTY

Village of Libertyville/Libertyville Township/Village of Mundelein

TYPE OF SERVICE Curb-to-Curb Dial-A-Ride Bus Service (and Pre-scheduled Civic Center Shuttle service between 130 East Cook Ave., 201 East Cook Ave., Libertyville Civic Center located at 137 West Church St. and Cook Memorial Library located at 413 N. Milwaukee Ave).

SERVICE OPERATED BY Pace will contract with a transportation provider (the "Contractor") to provide the service which is the subject of this Agreement.

TRIP RESERVATION METHOD Rides will be scheduled by calling the dispatcher on the business day before the trip is being requested, except Monday trips may be reserved on Sunday. Requests for same day service will be honored to the extent that the request can be accommodated within the frame work of the day's schedule. The dispatcher will notify the passenger of the appropriate pick-up time.

SERVICE AREA The service will operate within an area to include the Villages of Libertyville and Mundelein, the Mundelein Park District and to any area of Libertyville Township within one-half (1/2) mile of the borders of the Villages of Libertyville or Mundelein and any area in Libertyville Township which is within the area bordered by Highway 21 (Milwaukee Ave.) on the west, Highway 137 (Buckley Rd.) on the north, Interstate 94 (Tri-State Tollway) on the east, and Highway 176 on the south..

7 days advanced scheduling for medical appointments will be allowed.

SERVICE HOURS Monday through Friday
9:00 a.m. to 5:00 p.m.

Some subscription service beginning as early at 8:00 a.m. will also be provided. Times and frequency of the Civic Center Shuttle will be mutually agreed upon by Pace and the Village of Libertyville.

HOLIDAYS Service will not operate on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

FARE STRUCTURE One-way fares for the service are as listed below. All fares are subject to change at the discretion of Pace.

Reduced Fare	\$1.00(January 2016)
Reduced Fare	\$3.00(February 2016 thru December 2016)
Transfers	\$.15
Civic Center Shuttle	\$.50

There will be no transfers issued or honored on the pre-scheduled Civic Center service.

RIDER ELIGIBILITY Persons age 60+ and persons with a disability



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: **REPORT OF THE APPEARANCE REVIEW COMMISSION**
February 15, 2016

Appearance Review

Commission Recommendation: To approve.

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

Background: The Appearance Review Commission (ARC) met on February 15, 2016, and reviewed three (3) items that require Village Board approval.

The items heard at the February 15, 2016, meeting include:

1. 625 W. Winchester Road (K. Hovnanian Homes, Applicant)

Request is for approval of new signage.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 625 W. Winchester Road, subject to the following condition: 1) The web address at the bottom of the sign be removed.

Motion carried 4 - 0.

2. 801 E. Park Avenue (Yunhe Zhang, Authorized Agent for Xing Fu)

Request is for approval of new signage.

Commissioner Tarello made a motion, seconded by Commissioner Meyer, to recommend the Village Board of Trustees approve the application for new signage at 801 E. Park Avenue, subject to the following conditions: 1) The wall sign on the north facade identify Cheny Furniture only; 2) The wall sign on the north facade have a black background; and 3) The wall sign on the north facade have "furniture" in white.

Motion carried 3 - 1, with Commissioner Seneczko voting against.

Village Board Agenda Supplement
Page 2 of 2

3. Riva Ridge Umbrella Association (The Care of Trees, Authorized Agent for Riva Ridge Umbrella Association)

Request is for approval of new landscaping.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new landscaping at Riva Ridge Umbrella Association, in accordance with the plans submitted.

Motion carried 4 - 0.

REPORT OF THE APPEARANCE REVIEW COMMISSION

February 15, 2016

**ARC 16-06 K. Hovnanian Homes, Applicant
625 W. Winchester Road**

Request is for approval of new signage.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to move the item to the bottom of the agenda.

Motion carried 4 - 0.

Chairman Robbins stated that he is ok with the sign other than the web address listed at the bottom.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 625 W. Winchester Road, subject to the following condition: 1) The web address at the bottom of the sign be removed.

Motion carried 4 - 0.

**ARC 16-07 Yunhe Zhang, Authorized Agent for Xing Fu
801 E. Park Avenue**

Request is for approval of new signage.

Mr. Gerardo Alvarez, Aguilar Construction, and Mr. Yunhe Zhang, Cheny Furniture, presented new signage for 801 E. Park Avenue.

Mr. Zhang stated that they have a revised wall sign for the north facade as a result of the Staff comment. He stated that the "DAZ Cabinets" portion of the sign has been removed so that it just reads "Cheny Furniture." He stated that they can do the sign with either a black or white background. He stated that he prefers the black background so that it matches the ground sign. Commissioner Meyer agreed. Commissioner Seneczko stated that "furniture" is white on the monument sign, but red on the north facade wall sign. Mr. Zhang stated that he will make them the same color for consistency. He stated that he prefers it to be white as it stands out more. Commissioner Seneczko stated that "furniture" on the east facade wall sign is red. He asked if the letter faces could be changed from red to white, as it is an existing sign. Mr. Zhang stated that the only issue is cost. Commissioner Seneczko stated that he would prefer that the color of "furniture" remain consistent for all signs, whether red or white. Mr. Zhang stated that he would prefer to have "furniture" stay red on the east facade wall sign, but have it in white on the other two signs.

Commissioner Tarello made a motion, seconded by Commissioner Meyer, to recommend the Village Board of Trustees approve the application for new signage at 801 E. Park Avenue, subject to the following conditions: 1) The wall sign on the north facade identify Cheny

Furniture only; 2) The wall sign on the north facade have a black background; and 3) The wall sign on the north facade have "furniture" in white.

Motion carried 3 - 1, with Commissioner Seneczko voting against.

**ARC 16-08 The Care of Trees, Authorized Agent for Riva Ridge Umbrella Association
Riva Ridge Umbrella Association**

Request is for approval of new landscaping.

Mr. Loren Nagy, The Care of Trees, presented a new landscape plan for Riva Ridge.

Mr. Nagy stated that they are proposing to remove 47 trees. He stated that some, but not all, will be replaced. He stated that the replacement tree species may need to be altered as a result of availability, but that the trees listed are those that they are hoping for. He stated that they would like to plant a variety of trees so that they can increase diversity on the site.

Chairman Robbins asked about the reasons for the decline of trees in Riva Ridge. Mr. Nagy stated that many of the dead or dying trees are Austrian Pines, which are susceptible to disease. He stated that good air flow is important in keeping the trees dry and that over planting prevents this.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new landscaping at Riva Ridge Umbrella Association, in accordance with the plans submitted.

Motion carried 4 - 0.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Ordinance Granting a Variation (ZBA 15-31) of Perimeter Landscaped Open Space – Libertyville School District 70, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant a variation of Perimeter Landscaped Open Space in order to expand parking lot areas at the Copeland School at 801 S. 7th Avenue. The Village Board approved this request at their February 9, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their February 23, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING A VARIATION
OF PERIMETER LANDSCAPED OPEN SPACE
AT 801 S. 7TH AVENUE

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this ____ day of _____, 2016

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this ____ day of _____, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A VARIATION
OF PERIMETER LANDSCAPED OPEN SPACE
AT 801 S. 7TH AVENUE

WHEREAS, Libertyville School District 70 (the “Owner”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to reduce the minimum required Perimeter Landscaped Open Space along the interior side property line from 50 feet to approximately 21 feet in order to expand parking lot areas for property located in an IB, Institutional Buildings District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, on December 21, 2015, the Development Review Committee reviewed and recommended approval of the requested variation; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on November 28, 2015, in the *Daily Herald*, held a public hearing at 7:00 p.m., commencing on December 14, 2015, and concluding on January 25, 2016, at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on January 25, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variation be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 15-31, dated as of February 3, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Owner's application, the findings and recommendations of the Zoning Board of Appeals and are fully advised in the premises.

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

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

SECTION TWO: Findings. The President and Board of Trustees of the Village of Libertyville do hereby find and determine that:

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. The subject lot is exceptional as compared to other lots subject to the same provision by reason of its unique physical condition, including the presence of an existing use and structure and exceptional topographical features inherent in the subject lot.
3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title, other than the construction of structures that were lawful at the time of such construction, and existed at the time of the enactment of the provisions from which a variation is sought or was created by as a result of natural forces or governmental action, other than the adoption of this Code.
4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
5. Not Merely Special Privilege. The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision.
6. Code and Plan Purposes. The variation would not result in a use or development of the subject lot that would not be in harmony with the general and specific purposes for which

this Code and the provision from which a variation is sought, were enacted or the general purpose and intent of the Official Comprehensive Plan.

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

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

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Owner a variation to reduce the minimum required Perimeter Landscaped Open Space along the interior side property line from 50 feet to approximately 21 feet in order to expand parking lot areas for property located in an IB, Institutional Buildings District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

SECTION FOUR: Conditions and Limitations. The variation described in Section Three above shall be, and hereby is, expressly made subject to the following conditions and limitations:

- (a) The parking lot areas shall be constructed only in strict conformity with the documents and plans submitted to the Zoning Board of Appeals and the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 15-31.

- (b) All construction shall be in strict conformity with all ordinances, rules and regulations of the Village and the requirements of the Village thereunder.

SECTION FIVE: Compliance. The failure or refusal of the Owner or their successors or assigns at any time in the future to comply with the terms of this ordinance shall subject the Owner or their successors or assigns to the penalties set forth in the Libertyville Municipal Code and to termination of this variation after notice and public hearing as may be required by State statute or the Libertyville Municipal Code and to any other penalties or legal action that may be authorized by law.

SECTION SIX: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law; provided, however, that this ordinance shall be of no force or effect unless and until the Owner has paid all fees and charges owing to the Village and arising from this approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

That Part of the Following Described Property Lying in the Northwest Quarter of the Southwest Quarter of Section 22:

A Tract of Land Lying in the Southeast Quarter of Section 21 and the Southwest Quarter of Section 22, all in Township 44 North, Range 11, East of the Third Principal Meridian; Described as Commencing at the Southeast Corner of Lot 235 in Copeland Manor South Subdivision, According to the Plat Thereof, Recorded in the Office of the Recorder of Lake County, Illinois, as Document 277293; Thence South Along the Westerly Line of Seventh Ave. Extended South 600.0 Feet; Thence West at Right Angles to the Last Described Line 1093.55 Feet to a Point in the East Line of Fourth Ave; Extended South, Said Line Being a Prolongation of the East Line of Fourth Ave.; Extended South, Said Line Being a Prolongation of the East Line of Fourth Ave. Abutting Lots 109 to 117 Inclusive in the Above Mentioned Copeland Manor South Subdivision; Thence North Along the Last Described Line 517.4 Feet to the Point of Intersection of the Last Described Line With the Southerly Line of Lots 245 to 249 Inclusive of Said Copeland Manor South Subdivision Extended Westerly; Thence Northeasterly Along the Southerly Line of Said Lots 245 to 249 and Said Line Extended 496.75 Feet to the Southeast Corner of Said Lot 245; Thence East Along the South Line of Lots 244 to 234 Inclusive 605.0 Feet to the Place of Beginning all in the Village of Libertyville, Lake County, Illinois. Situated in the County of Lake and the State of Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: **REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-01, Variation to Install a Fence)** – Sylvain Nadeau and Marjorie Yang, Applicants
1332 Forever Avenue

Staff Recommendation to ZBA: Approve variation to install a fence.

ZBA Recommendation: To approve.

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

Background: At their meeting of February 8, 2016, the Zoning Board of Appeals heard a request from the owners of 1332 Forever Avenue to construct a four (4) foot high aluminum fence in the corner side yard. A variation is necessary as the corner side yard abuts a front yard for adjoining property. Members of the Zoning Board of Appeals concurred with the request. A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0.

Four positive votes are required for approval.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 16-01, Sylvain Nadeau and Marjorie Yang

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

Pursuant to the **APPLICATION of SYLVAIN NADEAU and MARJORIE YANG**, being the **OWNERS** of real estate located at **1332 FOREVER AVENUE**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO ALLOW A FENCE TO BE CONSTRUCTED IN THE CORNER SIDE YARD WHERE THE CORNER SIDE YARD ABUTS THE FRONT YARD OF THE ABUTTING PROPERTY IN AN R-5, SINGLE FAMILY RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 13-9.2**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **JANUARY 23, 2016**, and held on **FEBRUARY 8, 2016**, at **7:00 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois. Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Zoning Board of Appeals. No objectors appeared at the hearing and no written objections to the proposed variation have been filed.

From the evidence and testimony submitted, the Zoning Board of Appeals of the Village of Libertyville hereby find the following:

Background:

The applicants, Sylvain Nadeau and Marjorie Yang, are requesting a variation to allow a fence to be constructed in the corner side yard in an R-5, Single Family Residential District located at 1332 Forever Avenue. The applicants are proposing to construct a black or bronze four (4) foot aluminum fence to wrap around their rear yard and a portion of their corner side yard. The corner side yard is adjacent to the Virginia Avenue r.o.w. The Zoning Board of Appeals notes that the proposed fence is not opaque allowing visibility along the corner side yard property line. It is further noted that the proposal will not endanger the public health or safety and supports the variation request.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would create a practical difficulty or particular hardship for the applicant. The requested variation does satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

- a. *General Standard.* No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would

Report of the Zoning Board of Appeals, ZBA 16-01

create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.

- b. Unique Physical Condition. The unique physical condition is the irregular shape of the lot.
- c. Not Self-Created. The irregular shape of the lot is not the result of any action by the owners.
- d. Denied Substantial Rights. The owners would be denied substantial rights enjoyed by others if denied the variation.
- e. Not Merely Special Privilege. The fence is not merely a special privilege for the site. It is the proposed location of the fence in the corner side yard abutting an adjacent front yard that requires the variation.
- f. Code and Plan Purposes. The proposal is consistent with Code and Plan purposes.
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
 - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
 - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
 - 4) Would unduly increase the danger of flood or fire; or
 - 5) Would unduly tax public utilities and facilities in the area; or
 - 6) Would endanger the public health or safety.
- h. No Other Remedy. There is no other remedy other than the requested variation to allow for the proposed fence.

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO ALLOW A FENCE TO BE CONSTRUCTED IN THE CORNER SIDE YARD WHERE THE CORNER SIDE YARD ABUTS THE FRONT YARD OF THE ABUTTING PROPERTY IN AN R-5, SINGLE FAMILY RESIDENTIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: COTEY, FLORES, KRUMMICK, OAKLEY, SEMMELMAN, SCHULTZ

Report of the Zoning Board of Appeals, ZBA 16-01

NAYS: NONE

ABSENT: MOORE

Respectfully Submitted, February 17, 2016.

Chair, Zoning Board of Appeals

Secretary, Zoning Board of Appeals

Report of the Zoning Board of Appeals, ZBA 16-01

EXHIBIT A

Legal Description of the Property

Lot 41 in Interlaken Meadows, Being a Subdivision of a Part of the South East $\frac{1}{4}$ of Section 7, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Final Plat of Interlaken Meadows Recorded September 11, 1985 as Document 2383302, and Amended by Instrument Recorded as Document 2448025, in Lake County, Illinois.

EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES

Draft February 8, 2016, Zoning Board of Appeals Meeting Minutes

**ZBA 16-01 Sylvain Nadeau and Marjorie Yang, Applicants
1332 Forever Avenue**

Request is for a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-5, Single Family Residential District.

Mr. David Smith, Senior Planner, introduced the variation request to the Zoning Board of Appeals. He stated that the applicants, Sylvain Nadeau and Marjorie Yang, are requesting a variation to allow a fence to be constructed in the corner side yard in an R-5, Single Family Residential District located at 1332 Forever Avenue. Mr. Smith stated that the applicants are proposing to construct a black or bronze four (4) foot aluminum fence to wrap around their rear yard and a portion of their corner side yard. He stated that the corner side yard is adjacent to the Virginia Avenue right-of-way.

Mr. Sylvain Nadeau, petitioner, stated that they are proposing a four (4) foot high aluminum fence. He stated that some vegetation will be removed in order to increase visibility. He stated that they want the fence in order to provide safety for their children. He stated that there is some justification for the variation due to the irregular shape of their lot.

Board Member Oakley asked if the proposed fence line will impede the utility easements. He asked which trees are proposed to be removed. Mr. Smith stated that fences are not prohibited from being located within utility easements, but that the petitioner will be required to contact J.U.L.I.E., the (Joint Utility Locating Information for Excavators) prior to digging post holes for the new fence.

Mr. Nadeau stated that the primary intent of the proposed fence location is to provide a safe area for their children to play in. He stated that the trees proposed for removal will also enable a better use of the rear yard.

Board Member Flores stated that she noted that the house across the street also was approved for the same variation and that this will provide an aesthetic and symmetrical balance.

Board Member Krummick stated that they appear to be the same fence.

Board Member Schultz stated that although he supports the fence variation request, he is concerned about the removal of the trees.

Chairman Cotey asked what are the tree species of those proposed for removal. Mr. Nadeau stated that they are proposing to remove one Pear tree, one Spruce, and two Crab trees.

Chairman Cotey asked the petitioner what action that they would like for the Zoning Board of Appeals to take tonight. Mr. Nadeau stated that he would like for the Zoning Board of Appeals to recommend approval for their fence variation request to the Village Board.

In the matter of ZBA 16-01, Board Member Semmelman moved, seconded by Board Member Schultz to recommend the Village Board of Trustees approve a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-5, Single Family Residential District, in accordance with the plans submitted.

Motion carried 6 - 0.

Ayes: Cotey, Flores, Krummick, Oakley, Schultz, Semmelman

Nays: None

Absent: Moore



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Ordinance Granting a Variation to Install a Fence (ZBA 16-01) at 1332 Forever Avenue – Sylvain Nadeau and Marjorie Yang, Applicants

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant a variation for the installation of a fence at 1332 Forever Avenue. In order to expedite the review process, the applicants have requested that if the Village Board approves this request, that the ordinance be adopted at their February 23, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

From: Marj.syl [mailto:marj.syl@gmail.com]

Sent: Monday, February 15, 2016 11:01 AM

To: David Smith

Subject: Request to combine the fence variation approval and adopting the ordinance

Hi David,

We are requesting if we could combine both meetings with the village board to approve the fence variation and adopt the ordinance.

Thank you in advance for your accommodation.

Sincerely,

Marjorie Yang and Sylvain Nadeau
1332 Forever Avenue, Libertyville, IL

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A VARIATION
FOR THE INSTALLATION OF A FENCE
AT 1332 FOREVER AVENUE

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2016

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A VARIATION
FOR THE INSTALLATION OF A FENCE
AT 1332 FOREVER AVENUE

WHEREAS, Sylvain Nadeau and Marjorie Yang (the “Owners”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-5, Single Family Residential District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, on January 18, 2016, the Development Review Committee reviewed and recommended approval of the requested variation; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on January 23, 2016, in the *Daily Herald*, held a public hearing on February 8, 2016, at 7:00 p.m., at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on February 8, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variation be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-01, dated as of February 17, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Owners' application, the findings and recommendations of the Zoning Board of Appeals and are fully advised in the premises.

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

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

SECTION TWO: Findings. The President and Board of Trustees of the Village of Libertyville do hereby find and determine that:

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. The unique physical condition is the irregular shape of the lot.
3. Not Self-Created. The irregular shape of the lot is not the result of any action by the owners.
4. Denied Substantial Rights. The owners would be denied substantial rights enjoyed by others if denied the variation.
5. Not Merely Special Privilege. The fence is not merely a special privilege for the site. It is the proposed location of the fence in the corner side yard abutting an adjacent front yard that requires the variation.
6. Code and Plan Purposes. The proposal is consistent with Code and Plan purposes.
7. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
 - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
 - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

- 3) Would substantially increase congestion in the public streets due to traffic or parking;
or
 - 4) Would unduly increase the danger of flood or fire; or
 - 5) Would unduly tax public utilities and facilities in the area; or
 - 6) Would endanger the public health or safety.
8. No Other Remedy. There is no other remedy other than the requested variation to allow for the proposed fence.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Owners a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-5, Single Family Residential District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

SECTION FOUR: Conditions and Limitations. The variation described in Section Three above shall be, and hereby is, expressly made subject to the following conditions and limitations:

- (a) The fence shall be constructed only in strict conformity with the documents and plans submitted to the Zoning Board of Appeals and the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 16-01.
- (b) All construction shall be in strict conformity with all ordinances, rules and regulations of the Village and the requirements of the Village thereunder.

SECTION FIVE: Compliance. The failure or refusal of the Owners or their successors or assigns at any time in the future to comply with the terms of this ordinance shall subject the Owners or their successors or assigns to the penalties set forth in the Libertyville Municipal Code and to termination of this variation after notice and public hearing as may be required by State statute or the Libertyville Municipal Code and to any other penalties or legal action that may be authorized by law.

SECTION SIX: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law; provided, however, that this ordinance shall be of no force or effect unless and until the Owners have paid all fees and charges owing to the Village and arising from this approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Lot 41 in Interlaken Meadows, Being a Subdivision of a Part of the South East $\frac{1}{4}$ of Section 7, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Final Plat of Interlaken Meadows Recorded September 11, 1985 as Document 2383302, and Amended by Instrument Recorded as Document 2448025, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February, 23, 2016

Agenda Item: 2016 Underground Utility Improvements Project

Staff Recommendation: Award Contract to Trine Construction Corporation

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

Background: Ten bids were received and opened on Friday, February 12, 2016 for the 2016 Underground Utility Improvements project. The bids ranged from a low of \$1,485,689.70 to a high of \$1,944,755.40 (see the attached bid summary). Trine Construction Corporation submitted the lowest bid. The Engineer's Estimate was \$1,797,017.50. The proposed work will include water main and sanitary replacements on various streets within the Village. Because the Village's Budget only includes \$1,200,000 for the project, a portion of the work will need to be deleted from the Contract in order to stay within the Budgeted funds.

Sufficient funds are available in the Water and Sewer Capital Improvement Fund to complete the slightly reduced project scope. The final cost will be based on actual completed contract quantities. Administrative Staff and our consultant recommend that the construction contract for the project be awarded to Trine Construction Corporation of West Chicago, Illinois in the not-to-exceed amount of \$1,200,000.00.

Four positive votes are required for approval.

Village of Libertyville
2016 Watermain Improvements-Variour Streets
Bid Result-February 12, 2016-11:00 AM

Bidder	Bid Amount
Trine Construction	\$1,485,689.70
Patnick Construction	\$1,545,836.00
Alamp Concrete Contractors	\$1,613,694.50
Glenbrook Excavating	\$1,631,940.00
Lenny Hoffman Excavating	\$1,663,945.00
Berger Excavating	\$1,754,143.80
Pirtano Construction Company	\$1,767,767.00
RA Mancini	\$1,862,950.50
Maneval Construction	\$1,897,326.00
Campanella & Sons	\$1,944,755.40

February 11, 2016

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Mr. Paul K. Kendzior, PE, CFM
Director of Public Works
Village of Libertyville
200 E. Cook Avenue
Libertyville, Illinois 60048

Re: 2016 Water Main Improvements – Various Streets
Village of Libertyville – Project No. 1512
Bid Recommendation

Dear Mr. Kendzior:

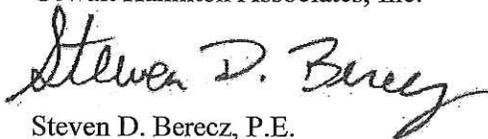
Ten bids were received and opened on Friday, February 12, 2016 for the above referenced project. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation.

The low base bid of \$1,485,505.20 was received from Trine Construction Company. The engineer's opinion of probable cost for the base bid was \$1,797,017.50. The base bids ranged from \$1,485,505 to \$1,944,791.

Our office has worked with Trine Construction on similar projects over the past few years and we are confident that they are capable of completing this project in general conformance with the plans, specifications and in a timely manner. Their quality of work on projects that our office has witnessed has generally been satisfactory.

To the best of our knowledge, the proposal submitted by Trine Construction Company is in accordance with the bidding requirements. Based upon all the above, we are confident that Trine will complete this project in general conformance with the plans, specifications and in a timely manner. We recommend the Village award this project to Trine Construction Company at the unit prices bid and an estimated total base bid cost of \$1,485,505.20.

Sincerely,
Gewalt Hamilton Associates, Inc.



Steven D. Berez, P.E.
Senior Engineer

Cc: Fred Chung, Village of Libertyville

Encl.: Bid Tabulation

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date: February 23, 2016

Agenda Item: Contract Award for 2016 Road Rehabilitation Program

Staff Recommendation: Award Contract to A-Lamp Concrete Contractors

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

Background: The Village is in the fourth year of the \$20 million Bond referendum approved in March of 2012 to improve and rehabilitate roadway pavements throughout the Village. Public Works Staff has been working diligently with our consulting engineer (Christopher B. Burke Engineering, Ltd.) to prepare bid plans and specifications for this year's project. The list of streets scheduled for rehabilitation that was approved by the Streets Committee last year is attached.

Competitive contractor bids were opened on February 4, 2016. There were four bidders on the project with the following results:

A-Lamp Concrete Contractors	\$3,585,771.11
Peter Baker & Son Co.	\$3,796,877.15
Arrow Road Construction	\$4,111,715.56
Johnson Paving	\$4,706,618.97

The Engineer's Estimate was \$4,254,410.75. Approximately \$3,600,000 for the project is available in the Budget.

A-Lamp Concrete Contractors is a very large and experienced roadway contractor and has previously successfully completed other pavement rehabilitation projects for the Village. Our consulting engineer and Village staff are confident in A-Lamp Concrete Contractors' ability to complete the job as specified and within the time frame required (see attached letter).

Administrative Staff recommends the contract award for the 2016 Road Rehabilitation Program to A-Lamp Concrete Contractors in the amount of \$3,585,771.11. This amount will be based upon actual quantities constructed and will not exceed this amount without Village Board approval. The work will be paid for with the Road Bond proceeds and a portion of Motor Fuel Tax (MFT) funds.

Four positive votes are required for approval.

**VILLAGE OF LIBERTYVILLE -PUBLIC WORKS DEPARTMENT
TENTATIVE FOURTH YEAR 2016-17 PAVEMENT REHABILITATION PROGRAM**

Street Name (Limits)	Year of Original Constr.	Centerline Length (ft)	Area (sq yd)	Rehab Cost \$/sq yd.	Estimated Rehab. Cost	PAVEMENT REHABILITATION CATEGORIES
Ashley Lane	1986	561	1621	49.50	\$80,239.50	A
Blackberry Court	1991	538	1435	36.20	\$51,947.00	D
Carriage Hill Circle	1993	1961	5229	36.20	\$189,289.80	C
Checkerberry Court	1991	312	901	36.20	\$32,616.20	D
Claridge Drive	1997	876	2531	36.20	\$91,622.20	A
Crestfield Avenue (Dymond Rd to Fairlawn Ave)	1973	928	2681	37.25	\$99,867.25	B
Elderberry Drive	1991	1811	4829	36.20	\$174,809.80	D
Ellis Avenue, East	1986	1424	4114	49.50	\$203,643.00	A
Ellis Avenue, W. (Milwaukee Ave to west of Wheeler Ct)	1966	735	2123	49.50	\$105,088.50	A
Ellis Avenue, W. (Winchester Rd to Merrill Ct)	1986	420	1213	49.50	\$60,043.50	A
Fairlawn Avenue (Dymond Rd to 143 ft E of Dawes St)	1996	1245	3597	37.25	\$133,988.25	B
Florsheim Drive	1987	16340	7107	49.50	\$351,796.50	A
Hackberry Court	1991	331	883	36.20	\$31,964.60	D
Johnson Avenue	1986	856	2283	37.25	\$85,041.75	B
Kempton Drive	1987	1350	3500	49.50	\$173,250.00	A
Lange Court	1992	636	1696	37.25	\$63,176.00	B
Lingonberry Court	1991	397	1059	36.20	\$38,335.80	D
Merrill Court	1986	725	2094	49.50	\$103,653.00	A
Mulberry Drive	1991	2083	5555	36.20	\$201,091.00	D
Newcastle Drive (Old Barn Circle to W. Line Wineberry Subd.)	1993	448	1344	36.20	\$48,652.80	D
Newcastle Drive (W. Line Wineberry Subd. To E end)	1991, 92	1843	5529	36.20	\$200,149.80	D
Oxford Court	1997	528	1584	49.50	\$78,408.00	A
Plumwood Drive	1991	184	491	36.20	\$17,774.20	D
Portwine Court	1991	285	760	36.20	\$27,512.00	D
Portwine Drive	1991	98	272	36.20	\$9,846.40	D
Ronan Court	1991	640	1707	36.20	\$61,793.40	D
Sussex Lane (Claridge Dr to Wellington Ave)	1997	941	2718	36.20	\$98,391.60	C
Sussex Lane (Wellington Ave to Trinity Pl)	1997	731	2874	49.50	\$142,263.00	A
Trinity Place (Claridge Dr to Sussex Ln/Oxford Ct)	1997	918	2652	49.50	\$131,274.00	A
Trinity Place (N of Sussex Ln)	1997	731	2193	36.20	\$79,386.60	C
Vineyard Lane	1991	1746	4656	36.20	\$168,547.20	D
Walnut Street	1990	1407	3752	36.20	\$135,822.40	D
Wellington Avenue	1997	1760	4498	36.20	\$162,827.60	C
Wheeler Court	1986	396	1144	49.50	\$56,628.00	A

8.74715909

\$3,690,740.65

NOTE:

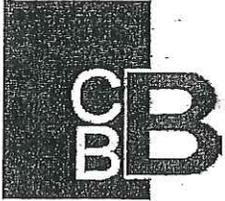
PAVEMENT REHABILITATION CATEGORIES

A: EDGE GROUND, CLASS C OR CLASS D PVM'T PATCH, AND BITUMINOUS OVERLAY

B: NEW C&G AND BITUMINOUS RESURFACING

C: MIN. CLASS C OR CLASS D PVM'T PATCH AND BITUMINOUS RESURFACING

D. BITUMINOUS SURFACE REPLACEMENT ONLY



CHRISTOPHER B. BURKE ENGINEERING, LTD

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 Tel (847) 823-0500 FAX (847) 823-0520

February 10, 2016

Village of Libertyville
200 East Cook Avenue
Libertyville, IL 60048

Attention: Fred Chung, PE – Senior Project Engineer

Subject: Village of Libertyville
2016 Road Program
Section No. 16-00115-00-RS
(CBBEL Project No. 15-0105)

Dear Fred:

On Thursday, February 4, 2016 at 1:30 p.m., bids were received at the Village of Libertyville Engineering Department for the 2016 Road Program project. There were four bids received for this project.

CBBEL's Engineer's Estimate for the project was \$4,254,410.75. A-Lamp Concrete was the low bidder with a bid of \$3,585,771.11. The bids have been reviewed and the tabulations are attached. Below are the bid results for the project:

Company Name	Bid Amount
ENGINEER'S ESTIMATE	\$4,254,410.75
A-LAMP CONCRETE	\$3,585,771.11
PETER BAKER & SON CO.	\$3,796,877.15
ARROW ROAD CONSTRUCTION	\$4,111,715.56
JOHNSON PAVING	\$4,706,618.97

CBBEL recommends awarding the project for the Libertyville 2016 Road Program to A-Lamp Concrete in the amount of their Bid of \$3,585,771.11.

Enclosed for your review is the bid tabulation. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Bryan Welch, PE
Senior Project Manager

Enclosures

**LIBERTYVILLE 2016 ROAD PROGRAM
BID SUMMARY**

Village of Libertyville
CBBEL Project No. 15-0105

Bids Opened February 4, 2016

CONTRACTOR	BID
ENGINEER'S ESTIMATE	\$ 4,254,410.75
ALAMP CONCRETE	\$ 3,585,771.11
PETER BAKER & SON CO.	\$ 3,796,877.15
ARROW ROAD CONSTRUCTION ¹	\$ 4,111,715.56
JOHNSON PAVING	\$ 4,706,618.97

¹ Bid Amounts Reflect Error Corrections as shown on Bid Tab



PROPOSAL SUBMITTED BY		
A-LAMP CONCRETE CONTRACTORS		
Contractor's Name		
1900 WRIGHT BLVD		
Street		P.O. Box
SCHAUMBURG	IL	60193
City	State	Zip Code

STATE OF ILLINOIS

COUNTY LAKE

VILLAGE OF LIBERTYVILLE

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE VARIOUS

SECTION NO. 16-00115-00-RS

TYPES OF FUNDS MFT & LOCAL

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Professional Services Agreement for Construction Coordinator

Staff Recommendation: Approve Professional Services Agreement with Gewalt-Hamilton Associates, Inc. and Authorize Execution

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

Background: The past four construction seasons have included an extremely high amount of both public and private construction activity throughout the Village. The significant increase in the public construction activity is the direct result of the Road and Infrastructure Bond issues. The Village has limited in-house Engineering Staff, and as a result, during last year's construction season the Village entered into an agreement with Gewalt-Hamilton Associates, Inc. (GHA) for a Construction Coordinator to provide assistance.

The Construction Coordinator is extremely helpful in observing and inspecting the numerous construction projects, most notably the underground utility improvements as well as providing assistance with the closed circuit televising of our underground infrastructure on streets scheduled for rehabilitation. Staff expects a similar level of construction activity this year and has attached a Proposal from GHA to once again provide a Construction Coordinator.

Administrative staff recommends that the Village Board accept the Proposal and authorize the Village Administrator to sign a Professional Services Agreement with Gewalt-Hamilton Associates, Inc. in an amount not to exceed \$87,300.00 for the Construction Coordinator services. Sufficient funding is provided in the Water & Sewer Capital and Road Improvement Funds.

Four positive votes are required for approval



CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

February 12, 2016

Mr. Paul K. Kendzior, PE, CFM
Village of Libertyville
200 East Cook Avenue
Libertyville, IL 60048

Re: 2016 Village Construction Projects
Professional Service Proposal for Construction Coordinator
Village of Libertyville
GHA Proposal No. 2016.CS019

Dear Mr. Kindler:

Gewalt Hamilton Associates, Inc. (GHA) is pleased to submit our proposal to the Village of Libertyville for the construction coordinator position required for 2016 projects. Our firm brings unique qualifications to the Village, including:

- **Experience.** As Village Engineer for the Villages of Deer Park, Riverwoods, Bannockburn and six other communities, GHA provides engineering services from concept to construction for roadway reconstruction, roadway resurfacing, storm sewer, sanitary sewer, and watermain projects in established neighborhoods. Many of our team members have worked on numerous design and construction projects over the years in the Village of Libertyville and we understand the Village's requirements very well. We also know Village staff very well and have worked on many successful projects together.
- **A Local Team.** All key staff committed to this project work from either our Vernon Hills or Gurnee office, literally a few minutes' drive from the Village of Libertyville. The very short commute will reduce the overall cost to the Village for this project.
- **Large-firm Resources.** With over 80 full-time staff and three offices, GHA has the personnel and equipment to ensure timely, quality service. We are a full service engineering firm with expertise in land surveying, water resources, roadway and traffic signal design, utility design, transportation engineering, environmental consulting, construction management and GIS services.
- **Small-firm Service.** The cornerstone of GHA's corporate philosophy and the foundation for our success has always been superior client service. Many firms can provide technical expertise; GHA recognizes that expertise is only effective when we understand a client's goals and needs.

Our firm's approach to municipal service is as a team, both in-house and with Village staff and officials. There is a wide variety of municipal experience represented in our firm. Our staff has had considerable experience interacting with residents and business owners during construction projects in support of our municipal clients. We pride ourselves in our ability to communicate effectively with Village Boards, Commissions, staff, and residents.

Our team is uniquely experienced with the Libertyville water, sewer and roadway systems and also Village construction standards. We are very well qualified to provide the requested services. GHA will provide the following services:

A. Construction Coordinator Services

1. GHA will provide a senior technician to provide all of these services detailed below for the duration of the project. This person will have a very good knowledge of roadway and underground construction.
2. Be the point person for inquiries that would need to be addressed by Village staff members.
3. Contact the appropriate Village staff members/individual(s) to resolve issues on all of the projects.
4. Prepare and distribute construction notices/updates in conjunction with the inspectors.
5. Update the project hotline and website information to ensure good communication with those who will be impacted.
6. Meet with residents and businesses as needed when the inspector is unable to resolve an issue.
7. Communicate with Village Engineering staff on progress and any major challenges that may arise.
8. Coordinate with other governmental agencies (IDOT, LCDOT, IEPA) as needed.
9. Coordinate Clean Construction and Demolition Debris (CCDD) requirements that were enacted within the last few years and have become very cumbersome.
10. Keep the Village informed of the work progress by submitting weekly progress reports.
11. Conduct progress meetings as necessary to review status and schedules.
12. Other duties as requested by the Village.
13. GHA will not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incidental thereto. GHA will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. GHA will endeavor to guard the Village against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.

GHA will work closely with the Village staff to determine the schedule required for the construction coordinator. We have anticipated that the construction coordinator would be required for approximately eight (8) hours per day from middle of May till end of September (excluding holidays and weekends). We have assumed about 19 weeks of work, for an estimate of 95 working days. We are prepared to commence work on this project immediately. Mr. Chuck Bodden, Senior Engineering Technician would be assigned to this project.

For the services outlined above, GHA proposes the following not-to-exceed fee, which will be invoiced on an hourly basis in accordance with the hourly rates listed below:

<u>Task</u>	<u>Cost</u>
Construction Coordinator Services	\$85,100
Total Estimated Not-To-Exceed Fee	\$85,100
Estimated Reimbursable Expenses	\$2,200
Estimated Not-To-Exceed Fee + Reimbursables	\$87,300

Additional services, contingent services, and services beyond the scope of work shall be provided at the hourly rates identified below.

GHA Hourly Billing Rates

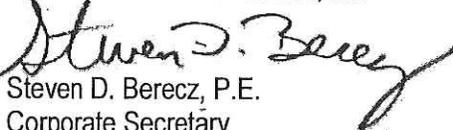
Principal Engineer	\$194/hr
Senior Engineer	\$164/hr
Professional Engineer	\$136/hr
Professional Land Surveyor	\$118/hr
GIS Professional	\$118/hr
Staff Engineer	\$114/hr
Senior Engineering Technician	\$112/hr
Engineering Technician II	\$96/hr
Engineering Technician I	\$70/hr
Clerical	\$58/hr

Reimbursable expenses such as testing services, printing, mileage, photos, and postage shall be billed directly to the Village without mark up. Invoices will be submitted on a monthly basis and will detail services performed.

We look forward to the opportunity to working with the Village on this project. If you have any questions or would like any additional information, please do not hesitate to call us at 847-478-9700.

Sincerely,

Gewalt Hamilton Associates, Inc.



Steven D. Berecz, P.E.

Corporate Secretary

sberecz@gha-engineers.com



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Professional Services Agreement for Final & Construction Engineering for Route 45 Sanitary Lift Station

Staff Recommendation: Approve Professional Services Agreement and Authorize Execution

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

Background: The Route 45 sanitary sewer lift station was constructed in 1966 (fifty years ago). The prefabricated steel dry pit portion of the station is in a badly deteriorated and corroded state. The overall station, including the current pumps, is at the end of its useful service life and requires replacement at this time. Please refer to the attached Preliminary Report.

The Village has received the attached Professional Services Agreement from RHMG Engineers, Inc. in the not-to-exceed amount of \$45,230.00 to perform final engineering design, bidding and construction engineering services to replace the station with a more conventional and efficient submersible lift station. The Village has a very good working relationship with RHMG Engineers, Inc., who perform numerous engineering tasks for the Wastewater Treatment Plant and sanitary sewer system. Sufficient funds for the proposed engineering work are provided in the Water and Sewer Capital Improvement Fund. The proposed work will occur over two Fiscal Year Budgets. Construction is anticipated to occur in the latter portion of FY 2016/17.

Administrative Staff recommends approval and execution of the Professional Services Agreement with RHMG Engineers, Inc. of Mundelein, IL in the not-to-exceed amount of \$45,230.00 for the replacement of the Route 45 sanitary lift station.

Four positive votes are required for approval.

**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND RHMG
ENGINEERS, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2016, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the "Village"), and RHMG Engineers, Inc. (hereinafter referred to as the "Consultant").

WHEREAS, the Consultant is a Corporation and desires to enter into this Agreement with the Village; and

WHEREAS, the Consultant represents that it has the full authority to enter into this Agreement and that the party executing this Agreement on behalf of the Consultant has been authorized by the Consultant to execute the Agreement on the Consultant's behalf; and

WHEREAS, the conditions contained in this Agreement, and the attached exhibits, incorporated by reference herein, constitutes the full and complete Agreement between the parties regarding the subject matter of this Agreement. The following described exhibits are attached hereto and incorporated herein:

- A. The Scope of Services and Fee Schedule attached hereto as Exhibit A.
- B. Certificates of insurance and related endorsements, attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1: RECITALS

The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION 2: SERVICES / SCOPE OF WORK

- A. The Consultant agrees to perform Design (including Construction Documents, Bidding and Permitting) and Construction Observation Services in accordance with the Scope of Services and Fee Schedule set forth in Exhibit A (hereinafter referred to as the "Services").
- B. Consultant represents that all employees utilized by Consultant are fully qualified, trained (and where appropriate) licensed to perform the Services.
- C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.

- D. All plans and other documents furnished by the Consultant pursuant to this Agreement will be endorsed by a professional engineer and will show a professional seal where such is required by law.
- E. The Consultant shall cooperate fully with the Village, other Village consultants, other municipalities and other local government officials, public utility companies and others as may be directed by the Village. This shall include attendance at meetings, discussions and hearings as requested by the Village.

SECTION 3: PAYMENT FOR SERVICES

Consultant shall submit invoices for all Services performed on a monthly basis. All invoices shall describe, with particularity, the Services performed. The Village shall have no obligation to make any payments until such time as Village accepts performance as satisfactory. The invoices for Services will show: 1) Employee hours and the applicable hourly rate (Hours x Hourly Rate) for a specific task as outlined in Exhibit A; 2) percent invoiced versus percent completed through a given billing period; 3) Direct Costs approved by the Village and billed to the Village at cost, and 4) expansion for overhead, payroll burden and professional fees.

All payments under this contract shall be made to the Consultant as identified by this Agreement and no payments will be personally made to any individual, company or other entity not identified by this Agreement. Upon the Village's acceptance of the Services as satisfactory, the Village agrees to pay the Consultant pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.) the following amount:

The Total Cost of all of the Services to be performed pursuant to this Agreement, including direct payroll, overhead, payroll burden professional fee and direct costs shall not exceed the following limits in accordance with Exhibit A, unless the upper limit is modified based on an amendment to this agreement:

Design Phase	\$25,287
Bidding Phase	\$3,903
Construction Phase	<u>\$16,040</u>
Total	\$45,230

SECTION 4: TERM AND TERMINATION

- A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. The Design Services will be completed no later than April 30, 2016, unless otherwise agreed to by the parties, in writing. This Agreement shall terminate upon completion of the Construction Services, currently anticipated to occur in 2016.
- B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement. Upon termination the Consultant shall cause to

be delivered to the Village all drawings, specifications, partial and completed estimates and other data, with the understanding that all such material becomes the property of the Village. If the Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever.

- C. If the Village terminates the agreement, the Village may procure services similar to those so terminated, and the Consultant shall be liable to the Village for any excess costs for similar supplies and services, unless the Consultant provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Consultant.

SECTION 5: INSURANCE

The Consultant shall have in place at all times that this Agreement is in effect, Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. The required certificates of insurance and endorsements shall be attached as Exhibit B and shall be furnished to the Village before starting work or within ten (10) days after the execution of this agreement.

A. Insurance Services Office Commercial General Liability

1. Minimum Limits and form:

- \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- \$1,000,000 per occurrence for personal injury.
- \$2,000,000 general aggregate, minimum; or a project/contract specific aggregate of \$1,000,000.
- Shall be provided on an occurrence policy form.

2. Additional Insured and Endorsement: The Village, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
3. The Consultant's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
5. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each

insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- B. Insurance Services Office Business Auto Liability Coverage (form number CA 0001, Symbol 01 "Any Auto.")
1. *Minimum Limits:* The contractor shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage.
 2. This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.
- C. Workers' Compensation and Employers' Liability
1. *Minimum Limits:* The Consultant shall maintain limits no less than the following, Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 2. *General Provisions:* The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed for the Village of Libertyville by the Consultant.
- D. Professional Liability Insurance (applicable to architectural, engineering, surveying, and consulting, including consultants who are contracted to draft Village codes, specifications and/or regulations)
1. *Minimum Limits:* The Consultant shall maintain limits no less than the following, \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
 2. *General Provision:* If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
 3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

Applicable to All Coverages: The policies are to contain, or be endorsed to contain, the following provisions:

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after **thirty (30) days** prior written notice by certified mail, return receipt requested, has been given to the Village.

- B. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Consultant WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

Subcontractors and Subconsultants: The Consultant shall include all subcontractors or subconsultants as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor or subconsultant. All coverages for subcontractors or subconsultants shall be subject to all of the requirements stated herein.

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

SECTION 6: INDEMNIFICATION

Consultant Indemnification: Consultant agrees to indemnify and hold harmless the Village and any of its officials, agents, employees and volunteers from and against all loss, damage, cost or expense arising out of (and to the extent caused by):

1. Consultant's negligent performance of services including but not limited to omissions of service under this Agreement;
2. Claims, suits or actions of every kind and description when such suits or actions are caused by the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subconsultants; or
3. Injury or damages received or sustained by any party because of the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subcontractors.

Village Indemnification: In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant and any of

its officers or employees from all loss, damage, cost or expense arising out of (and to the extent caused by) injury or damages received or sustained by any party because of the negligent acts, errors or omissions committed solely by the VILLAGE or its employees.

SECTION 7: COMPLIANCE WITH LAWS

The Consultant and any subcontractor retained by the Consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the Agreement and/or supplying of materials, equipment and supplies, the contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

The Consultant, if required by the Village, shall provide evidence of specific regulatory compliance.

SECTION 8: SAFETY AND LOSS PREVENTION

The Village may request that the Consultant provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

SECTION 9: NOTICE

Any notice required to be given by this agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service to the person and addresses indicated below, or sent by facsimile or e-mail with an acknowledgement of receipt, to the following:

To the Village:
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048
Attention: Paul Kendzior
e-mail: pkendzior@libertyville.com
facsimile: 847-918-9439

To the Consultant:
RHMG Engineers, Inc.
975 Campus Drive
Mundelein, IL 60060
Attention: William R. Rickert
email: wrickert@rhmg.com
facsimile: 847-362-0864

Or to such other parties or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 10: MODIFICATION AND AMENDMENTS

Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 11: STANDARDS

- A. The Consultant shall perform all of the provisions of this Agreement to the satisfaction of the Village. The Village shall base its determination of the Consultant's fulfillment of the scope of the work in accordance with accepted standards of other parties in the same field as Consultant. The Consultant shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.
- C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.
- D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTION 12: DRAWINGS AND DOCUMENTS

- A. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by the Consultant for the Services shall be the property of the Village. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Consultant for the Services shall not be used on other project without the prior written approval of the Consultant.
- B. The Consultant and its subcontractors or subconsultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to

cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement, for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 13: SUCCESSORS AND ASSIGNS

The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

SECTION 14: FORCE MAJEURE

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts of war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 16: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for Lake County, Illinois.

SECTION 17: ENTIRE AGREEMENT

This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, ~~conditions~~ or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 18: SEVERABILITY

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

SECTION 19: AUTHORITY TO EXECUTE

The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Administrator and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the dates set forth below.

VILLAGE OF LIBERTYVILLE

CONSULTANT:

By: _____

By: _____

Printed
Name _____

Printed
Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

DETAILED SCOPE OF SERVICES

ROUTE 45 LIFT STATION REPLACEMENT VILLAGE OF LIBERTYVILLE

1. Design Phase

- 1.1. **Field Survey** - Under this task, a field survey of the project site will be performed to supplement the topographic survey prepared by Jorgenson & Associates, as required.
- 1.2. **Prepare Drawings** - CAD drawings illustrating all details necessary for bidding and construction will be prepared using Microstation. The drawings will be based on replacing the existing lift station with a submersible station incorporating two Flygt N Series pumps with a firm design capacity of 700 GPM. The drawings will reflect the following two bid alternates:
 - Alternate 1** – Separate Precast Concrete Wet Well and Valve Vault (Circular)
 - Alternate 2** - A Precast Concrete Integral Wet Well and Valve Vault
- 1.3. **Prepare Contract Documents and Specifications** - RHMG will prepare contract documents, bidding documents, and specifications for the proposed project, utilizing the Engineers Joint Contract Documents Committee (EJCDC) General Conditions. Required construction schedules will be identified. The construction contract will be set up on a unit price basis. All required bid items will be identified and their associated quantities estimated. Technical specifications will be written for all equipment, materials and workmanship. The bid documents will be structured to have contractors submit bids for the two alternates described in Task 1.2.
- 1.4. **Soil Borings** - It is recommended that soil borings be obtained for this project to determine the soil conditions for use in the design and construction of the new lift station. RHMG will subcontract with Soil and Material Consultants, Inc. for this work. RHMG will review the final geotechnical report and incorporate any special design measures into the contract documents.
- 1.5. **Temporary Easements** – RHMG will identify temporary easements required for construction of the new lift station. Contacts will be made with the two property owners and easement documents will be prepared. RHMG will also assist Village staff and/or attorney with the negotiation of the necessary easement agreements. Up to 20 hours of effort are budgeted for this task.
- 1.6. **Quantities and Final Cost Estimate** - A detailed takeoff will be prepared and incorporated into the bid form. Using these quantities, detailed construction and project cost estimates will be prepared. The construction cost estimate will be prepared in bid tabulation format.
- 1.7. **Meet with Village Staff** - Review sets of the pre-final (90% complete) plans will be submitted to the Village. A meeting will then be held to discuss the plans and the Village staff's comments.
- 1.8. **Permit Applications** - RHMG will prepare all necessary forms, schedules, and documentation to secure the required construction permits or regulatory approvals for the

project. Project requirements of the affected agencies will be incorporated into the project documents. RHMG will provide all follow-up assistance necessary for the Village to obtain the necessary permits. Permits which will or may be required include:

Illinois EPA – A Construction permit will be required from the Illinois EPA.

Lake County SMC – A Watershed Development Permit will be required for the erosion and sediment control portion of the project.

- 1.9. Independent In-House Review** - As a final quality control measure, a final in-house review of the complete design will be performed. The final review will address such issues as coordination between plans and specifications, coordination between drawings, missing details, constructability, and potential for construction claims.
- 1.10. Prepare Final Contract Documents** - Review comments from the Village of Libertyville and the other permitting agencies will be incorporated into the final plans and specifications. The desired number of sets of drawings and specifications will be delivered to the Village for issuance to prospective bidders.
- 1.11. Coordination and Administration** - RHMG will provide the required project coordination and administration.

2. Bidding Phase Services

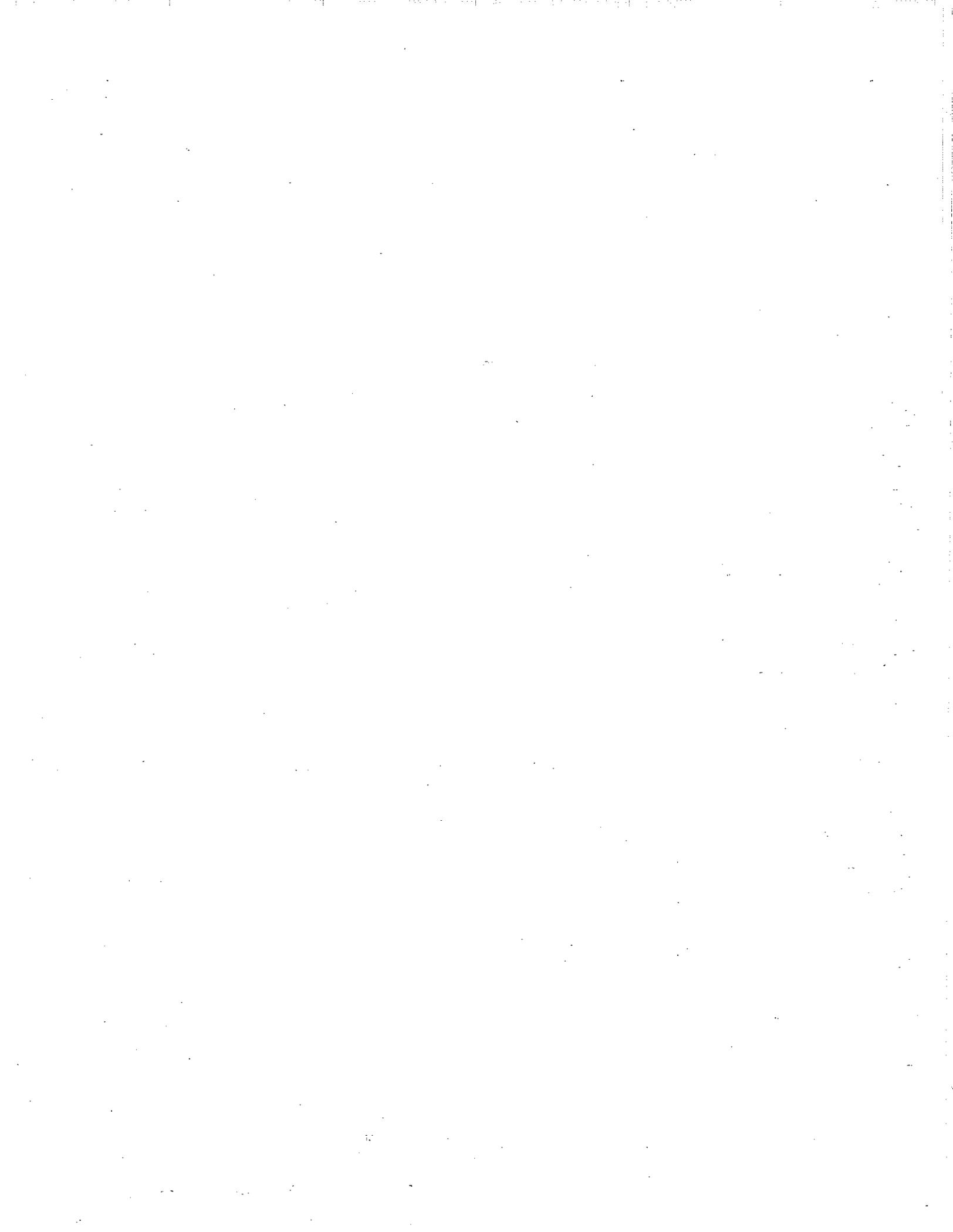
- 2.1. Bid Advertisement and Pre-Bid Conference** - RHMG will prepare the Advertisement for Bids for solicitation of proposals. If desired by the Village, RHMG will conduct one pre-bid conference to review the project in detail with prospective bidders and highlight the unique features of the project.
- 2.2. Bidder Inquiries and Addenda** - RHMG will field inquiries from prospective bidders and issue addenda where required to make any necessary clarifications to the contract plans and specifications.
- 2.3. Bid Evaluation and Recommendation** - RHMG will attend the bid opening for the project. RHMG will review the bids, prepare a bid tabulation, and make a recommendation for bid award to the Village of Libertyville.

3. Construction Phase

- 3.1. Preconstruction Conference** – RHMG will conduct a preconstruction conference with Contractor, Village of Libertyville, and other applicable parties.
- 3.2. Shop Drawing Review** – RHMG will review shop drawings, which the Contractor is required to submit, for conformance with the contract documents.
- 3.3. General Consultation** – RHMG will provide general consultation during construction including addressing requests for information (RFI's), attending meetings as requested, etc.
- 3.4. Construction Observation** – RHMG will furnish a Resident Representative (RPR) in order to provide part-time on-site observations of the work in progress to confirm it is proceeding in accordance with the Contract Documents. RHMG will notify the Village of any work believed to be unsatisfactory, faulty, defective, or in non-compliance with

the Contract Documents and will advise the Village when it believes it is necessary to disapprove work as failing to conform to the Contract Documents. Daily reports of construction progress will be prepared and submitted to the Village of Libertyville. Up to 40 hours of construction observation will be provided.

- 3.5. Prepare/Process Change Orders** – Any proposed change in the scope of construction will be reviewed by RHMG. Any necessary supplemental drawings or details will be reviewed and recommendations for approval will be made to the Village. The necessary change order paperwork will be prepared and processed by RHMG.
- 3.6. Pay Estimate Review** – Partial pay estimates submitted by the contractor throughout the project will be reviewed to verify completed work. Recommendation for payment will then be made to the Village of Libertyville.
- 3.7. Record Drawings** – RHMG will prepare a set of record drawings incorporating those changes made during construction based on marked up prints furnished by the Contractor and RHMG's project inspector. An electronic copy and a hard copy will be furnished to the Village.





RHMG ENGINEERS, INC.

www.rhmg.com

975 Campus Drive, Mundelein, IL 60060
847.362.5959 | Fax 847.362.0864

847 South Randall Road
Unit 183, Elgin, IL 60123

February 3, 2016

Mr. Paul Kendzior, P.E. CFM
Director of Public Works
Village of Libertyville, IL
200 East Cook Avenue
Libertyville, IL 60048

Re: Route 45 Lift Station
Preliminary Engineering
Project No. 21614040

Dear Mr. Kendzior:

Pursuant to our agreement, we are pleased to submit our findings relative to the preliminary investigations of improvements to or replacement of the Village of Libertyville's Route 45 Lift Station.

Background/Existing Lift Station

The Route 45 Lift Station is a prefabricated steel dry pit and precast concrete wetwell station that was constructed in 1966. The manufacturer of the prefabricated portion of the station was Smith and Loveless. It contains two vertical, centrifugal sewage pumps equipped with 15HP motors and each rated for 350 GPM at 80 feet total dynamic head (TDH). The station has a 40 Amp, 220 volt, 3-phase electrical service with a socket for a portable generator connection. The SCADA system was replaced when the station was flooded around 2005. In 2006, the original 9 3/8-inch pump impellers were replaced with 9 3/4-inch X-peller impellers.

The original forcemain was installed in 1969 and consisted of 6-inch cast iron pipe. The forcemain originally ran south along Route 45 and then east on Winchester Road with a total length of 2,290 feet. Between 1990 and 1994, the original forcemain was replaced with a combination of 8-inch and 10-inch ductile iron pipe. The existing alignment runs south along Route 45 to American Way, then along American Way to Winchester Road, and finally east on Winchester Road approximately 300 feet to the discharge manhole (See Figure 1). The length of the existing forcemain is 1,025 feet of 8-inch plus 1,635 feet of 10-inch for a total length of 2,660 feet.

The Route 45 Lift Station has a history of problems including excessive pump cycling and pump cavitation. The initial thinking for addressing those problems was to provide additional wetwell capacity and replace the dry pit pumps with submersible pumps. However, after further discussions, it has been determined that a preliminary engineering study should first be performed in order to clearly define the station deficiencies and identify the most appropriate improvement/replacement strategy.

Mr. Paul Kendzior, P.E. CFM
Director of Public Works
Village of Libertyville
Re: Route 45 Lift Station Preliminary Engineering
RHMG Project No. 21614040
February 3, 2016
Page 2

Tributary Area and Flow Projections

The Route 45 Lift Station tributary area is shown on Figure 1 and totals approximately 682 acres. The land use within the tributary area is primarily industrial, commercial, office and some limited retail. Flow projections are presented in Table 1. The existing peak wastewater flow is 216 GPM and the ultimate projected peak flow is 700 GPM.

Condition and Analysis of Existing Lift Station

As part of this investigation, a field inspection of the lift station was performed. The results of the inspection are as follows:

1. The prefabricated dry pit portion of the station was found to be badly corroded/deteriorated and at 50 years old is near the end of its useful life.



2. The wetwell is in fair condition considering its age, but being a standard 4-foot diameter manhole, it is undersized.
3. The electrical service is a 200 amp, 3-phase, 4 wire service, which appears to be in good condition. The service is also equipped with a 200 amp, 3-phase manual transfer switch with a 100 amp, 4 wire generator receptacle. The service will support up to two 25 HP pumps.
4. The inspection showed that the pump discharge valves were throttled. This was confirmed by amp draws which were measured at 35 to 37 amps compared to the 40 amp nameplate motor rating.



Mr. Paul Kendzior, P.E. CFM
Director of Public Works
Village of Libertyville
Re: Route 45 Lift Station Preliminary Engineering
RHMG Project No. 21614040
February 3, 2016
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5. There were no discharge pressure gauges in the station.
6. A draw-down test was performed in order to try to determine the actual pump discharge rates. However, it was difficult to perform an accurate test because:
 - a. The wet well fill rate could not be accurately measured due to the relative elevations of the influent sewers with respect to the pump off level.
 - b. The pump on level is above the elevation of the influent sewers, so the actual pumping volume per cycle could not be accurately calculated.

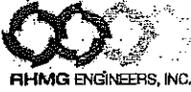
Based on assumptions with respect to the storage available in the influent piping, pumping rates were calculated to be approximately 600 GPM.

The pumping rates were also calculated based on the estimated average daily flow and the historical run times from the SCADA system. This calculation resulted in a pumping rate of approximately 550 GPM. Therefore, it appears that the existing pumping rate with the discharge valves throttled is approximately 550 to 600 GPM. As noted in the following section, fully opening the throttled discharge valves is not the solution, because it would result in overloading the existing 15 HP motors.

7. Based on SCADA data for the period of January 1 through 19, 2016, the average number of pump starts was 11.3/hour or based on alternating the two pumps, 5.6 starts/hour/pump. This is borderline high as the starts per hour for a 15 HP motor should be limited to 5 to 6. However, the maximum number of starts per hour occurs when the influent flow equals half the pumping rate. Based on a 550 GPM pumping rate, this would result in a maximum of 29 starts/hour/pump. This underscores the fact that the existing wet well capacity is deficient.

Existing Condition Hydraulic Calculations

Hydraulic calculations were performed for the existing lift station and forcemain system (see Appendix A). These calculations show that without throttling of the pump discharge lines, the pumps would be discharging between 780 and 850 GPM, which would overload the 15 HP motors. This explains why the pump discharge valves are throttled. This became necessary when the original 6-inch forcemain was replaced with the 8-inch/10-inch forcemain configuration in the 1990's. The resulting reduction in friction loss created a lower total dynamic head (TDH), which would have overloaded the pump motors without throttling.



Mr. Paul Kendzior, P.E. CFM
Director of Public Works
Village of Libertyville
Re: Route 45 Lift Station Preliminary Engineering
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Evaluation of Alternatives

Three alternatives have been identified for upgrading the Route 45 Lift Station:

Alternate 1 – Upgrade and Rehabilitate Existing Lift Station

As noted earlier, the prefabricated steel dry pit is badly corroded and deteriorated and is near the end of its service life. Also, the existing concrete wetwell is undersized. Therefore, this alternative will be given further consideration.

Alternate 2 - New Submersible Lift Station With Flygt N Series Pumps

This alternate would involve construction of a new submersible lift station equipped with N Series pumps manufactured by Flygt. These pumps utilize a unique open-type self-cleaning impeller. This impeller is complemented with a special relief groove in the pump volute. The result is a high efficiency pump with greatly reduced risk of clogging. The selected pump is a Model NP-3153 with a 15 HP 230 volt motor. As shown in Figure 2, this pump has an efficiency of 73% at the rating point.

Figure 3 shows a preliminary layout of the new submersible station. It would consist of an 8-foot diameter, precast concrete wetwell approximately 20 feet deep and a 7 foot square precast concrete valve vault. The station would be provided with stainless steel guide rails, lift chains and an aluminum hatch with a safety grating. The existing electrical service is adequately sized and in good condition, therefore, it will remain. However, a new control panel with new controls and SCADA interface will be provided in NEMA 4X panel.

The existing station would remain in service while the new station is constructed. Once the new station is operational, the existing pumps and equipment will be removed from the prefabricated dry pit station, the access tube will be cut and removed and the steel can structure will be filled with granular backfill material.

The site is extremely tight and this will require special construction measures such as temporary sheeting/shoring for the excavations, dewatering and bollards to protect the wet well from truck traffic. The extent of the dewatering will not be known until soil borings are obtained during final design.

A preliminary opinion of probable cost for Alternate No. 2 is provided in Table 2. The total estimated cost including contingency and engineering is \$342,000.

Alternate 3 – New Submersible Lift Station with Vaughan Chopper Pumps

This alternate is identical to Alternate No. 2 with the exception that it will utilize submersible chopper pumps manufactured by Vaughan. These pumps utilize a special cupped and sharpened impeller blade turning across a cutter bar. The pump also employs auxiliary cutters



Mr. Paul Kendzior, P.E. CFM
Director of Public Works
Village of Libertyville
Re: Route 45 Lift Station Preliminary Engineering
RHMG Project No. 21614040
February 3, 2016
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above and below the impeller along with a special cutter nut. The result of these features is a pump that can handle the toughest slurries and high fiber sewage (lots of rags and flushable wipes). The downside is that these pumps aren't as efficient. The selected pump is Model SE4S-100 with a 25 HP, 230 volt motor. As shown in Figure 3, this pump has an efficiency of approximately 57% at the rating point. A preliminary opinion of probable cost for Alternate No. 3 is provided in Table 3. The total estimated cost including contingency and engineering is \$363,000.

Recommendation

IT is recommended that the Route 45 Lift Station be replaced with a new submersible station equipped with Flygt N Series Pumps in accordance with Alternate No. 2. The additional capital cost and loss of efficiency associated with the Vaughan Chopper Pumps in Alternate No. 3 are not believed to be necessary for this application.

We look forward to working with the Village of Libertyville during the final design and construction phases of the project.

Sincerely yours,

RHMG ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'W. Rickert', is written over the company name.

William R. Rickert, P.E., BCEE
President

WRR/kar

Enclosures

cc: Mr. Steve Vella, Village of Libertyville

Document Path: P:\Libertyville - 2012\1614040 - Route 45 Lift Station Preliminary Engineering\GIS\Figure1 - R1e15 LS.mxd

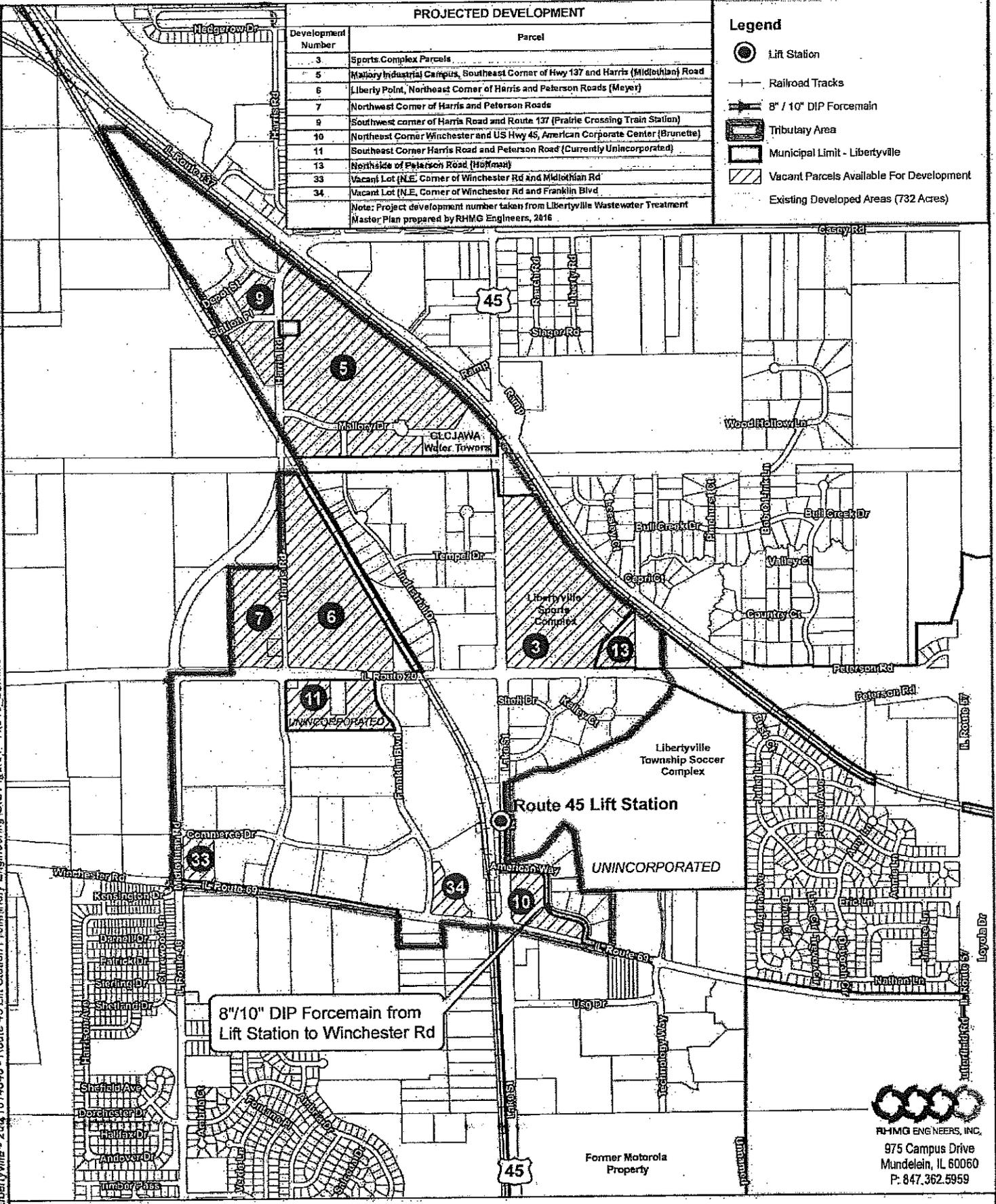
PROJECTED DEVELOPMENT

Development Number	Parcel
3	Sports Complex Parcels
5	Malory Industrial Campus, Southeast Corner of Hwy 137 and Harris (Midlothian) Road
6	Liberty Point, Northeast Corner of Harris and Peterson Roads (Meyer)
7	Northwest Corner of Harris and Peterson Roads
9	Southwest corner of Harris Road and Route 137 (Prairie Crossing Train Station)
10	Northeast Corner Winchester and US Hwy 45, American Corporate Center (Brunette)
11	Southeast Corner Harris Road and Peterson Road (Currently Unincorporated)
13	Northeast of Peterson Road (Hoffman)
33	Vacant Lot (N.E. Corner of Winchester Rd and Midlothian Rd)
34	Vacant Lot (N.E. Corner of Winchester Rd and Franklin Blvd)

Note: Project development number taken from Libertyville Wastewater Treatment Master Plan prepared by RHMG Engineers, 2016

Legend

- Lift Station
- Railroad Tracks
- 8" / 10" DIP Forcemain
- Tributary Area
- Municipal Limit - Libertyville
- Vacant Parcels Available For Development
- Existing Developed Areas (732 Acres)



RHMG ENGINEERS, INC.
 975 Campus Drive
 Mundelein, IL 60060
 P: 847.362.5959

0 1,500
 Feet
 Scale: 1" = 1500'

FIGURE 1
ROUTE 45 LIFT STATION
LOCATION MAP AND TRIBUTARY AREA





FIGURE 2
ALTERNATE NO. 2 PUMP CURVE
ROUTE 45 LIFT STATION

NP 3153 HT 3~ 456



Performance curve

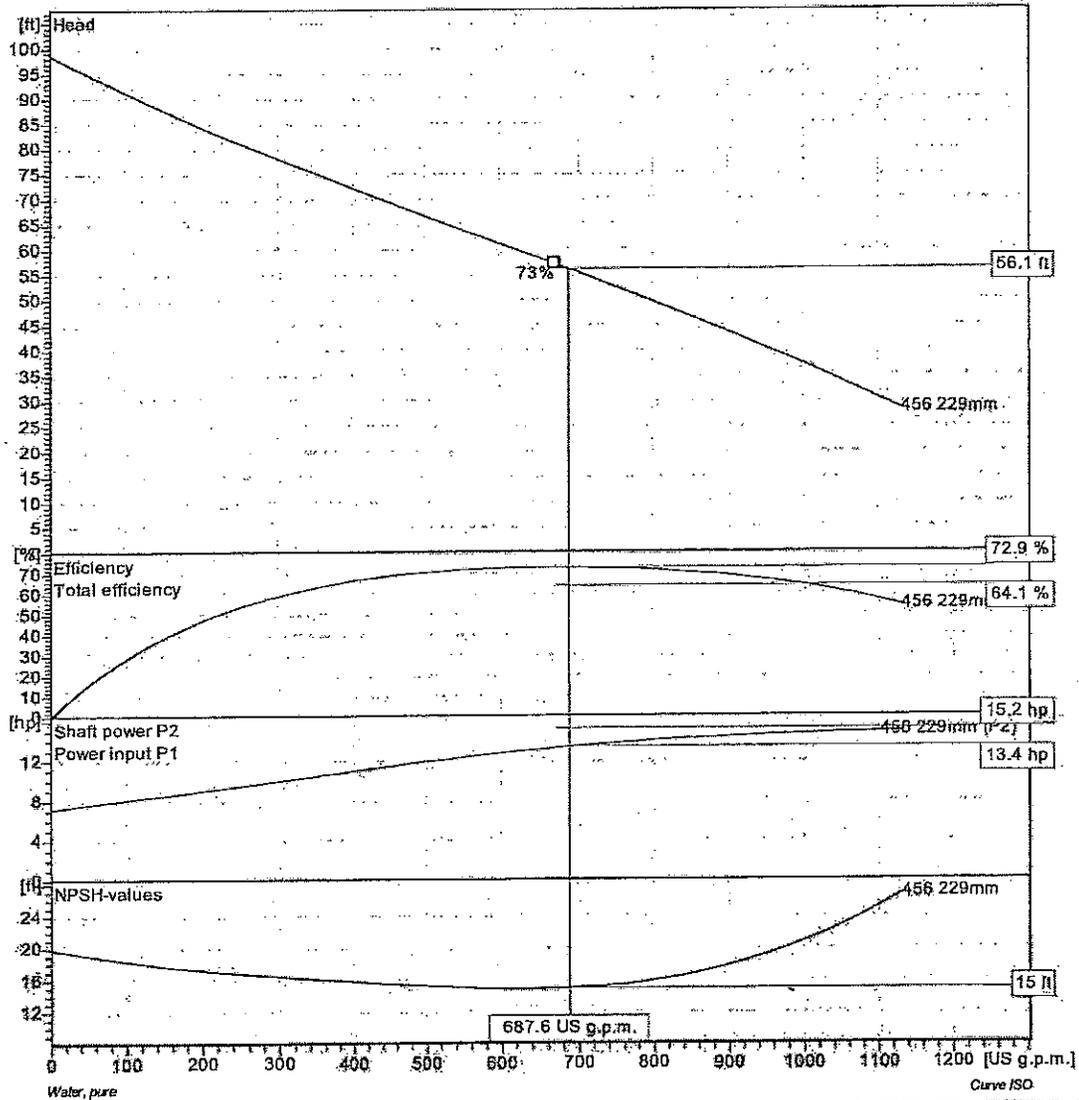
Pump

Discharge Flange Diameter 3 15/16 inch
Inlet diameter 100 mm
Impeller diameter 9"
Number of blades 2

Motor

Motor# N3153.660 21-15-4AA-W 15hp
Stator variant 1
Frequency 60 Hz
Rated voltage 460 V
Number of poles 4
Phases 3-
Rated power 15 hp
Rated current 19 A
Starting current 112 A
Rated speed 1755 rpm

Power factor
1/1 Load 0.84
3/4 Load 0.78
1/2 Load 0.67
Efficiency
1/1 Load 87.3 %
3/4 Load 88.5 %
1/2 Load 88.3 %



Project

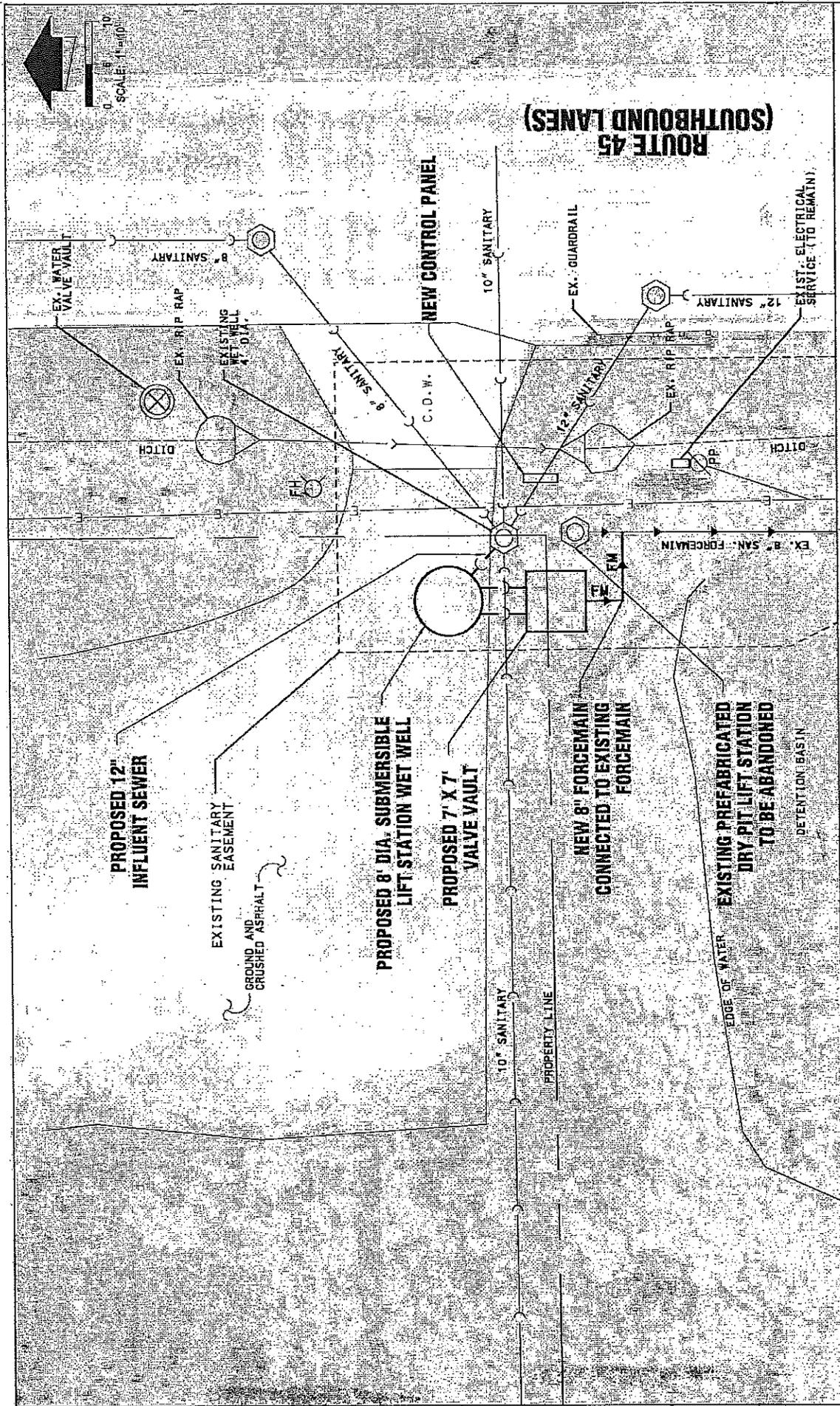
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Created on

Last update

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ROUTE 45
(SOUTHBOUND LANES)

**FIGURE 3
PRELIMINARY SITE PLAN**

**ROUTE 45 LIFT STATION
VILLAGE OF LIBERTYVILLE**

RHMG ENGINEERS, INC.
 450 W. WASHINGTON ST. SUITE 200
 LIBERTYVILLE, ILLINOIS 60150
 630.742.8888



FIGURE 4
ALTERNATE NO. 3 PUMP CURVE
ROUTE 45 LIFT STATION



Vaughan E Series Chopper Pump PERFORMANCE CURVE

**Models:
SE4S**

**Back-Pull-Out Casing
3-Blade Impeller
4" Discharge
6" Suction**

CURVE	POWER (HP)	SPEED (RPM)	IMPELLER DIAMETER
A	50	1770	11.80" (300 mm)
B	40	1740	11.30" (287 mm)
C	30	1750	10.60" (269 mm)
D	25	1760	10.00" (254 mm)
E	20	1740	9.50" (241 mm)
F	15	1745	8.80" (223 mm)

DO NOT OPERATE PUMP IN DOTTED PORTION OF CURVES. CURVES ARE BASED ON SUBMERSIBLE MOTOR SPEEDS. CURVES SUBJECT TO CHANGE WITHOUT NOTICE. EFFICIENCIES SHOWN ARE NOMINAL BOWL. GUARANTIED MINIMUM EFFICIENCIES PER H.I. LEVEL B.

CAPACITY (CUBIC METERS PER HOUR)

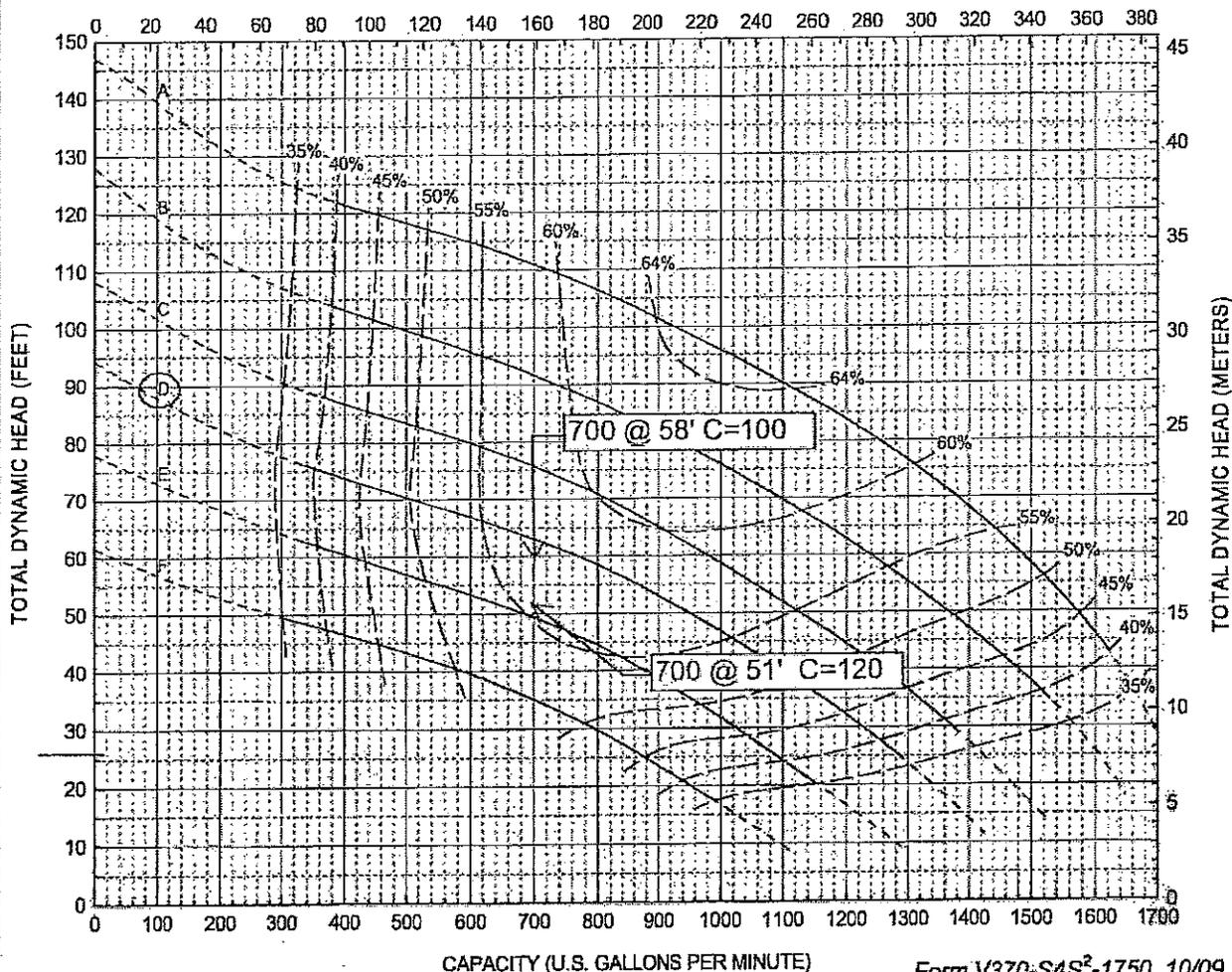


TABLE 1
FLOW PROJECTIONS
ROUTE 45 LIFT STATION TRIBUTARY AREA

1. Existing Flows

Ave. daily water consumption = 56,761 GPD

P.E. = $56,761/70$ GPCD = 811 P.E.

Ave. daily flow = 811 P.E. X 100 GPCD = 81,100 GPD

= 56 GPM

Peak flow = $56 \text{ GPM} \times (18 + \sqrt{0.811}) / (4 + \sqrt{0.811})$

= 216 GPM

2. Projected Additional Flows

Projected additional P.E (1) = 2,119 P.E.

Ave. daily flow = 2,119 P.E X 100 GPCD = 211,900 GPD

3. Total Ultimate Projected Flow

Ave. daily flow = 81,100 + 211,900 = 293,000 GPD

= 203 GPM

Peak flow = $203 \text{ GPM} \times (18 + \sqrt{2.93}) / (4 + \sqrt{2.93})$

= 700 GPM

Notes: 1. See Table 1B



Table 13
Village of Libertyville
Projected Development/Re-Development

Subarea	Parcel	Potential Use	Acreage	Commercial		Residential		Projected P.E.
				Projected Units	P.E./Unit	Projected Units	P.E./Unit	
1	Innovation Park Lake County (formerly Motorola Mobility)	Existing 1.2 million sq.ft. corporate campus, currently vacant	83	3,000 employees	0.1 per employee	300	300	
2	Route 46, South of US6 Drivs (US System)	Zoned industrial	4.58		10 per acre	46	46	
3	Route Complex Parcel	Mix of restaurant, hotel, or retail with larger retail, industrial, hospitality, or office uses	31		10 per acre	310	310	
4	Village Ltd. Technology Way	Office	1		10 per acre	10	10	
5	Military Industrial District, Southeast Corner of Hwy 137 and Harris (Midwestern) Road	Office, manufacturing, and Distribution Park	20		10 per acre	200	200	
6	Liberty Point, Northeast Corner of Harris and Peterson Roads (Meyer)	Industrial, warehouse	45.68		10 per acre	456	456	
7	Northwest Corner of Harris and Peterson Roads	Industrial, warehouse	18.21		10 per acre	182	182	
8	Southeast Corner Peterson and Butterfield (Ashley Cadillac)	Expanded office or industrial development, some existing	20.6		10 per acre	206	206	
9	Southeast corner of Harris Road and Route 137 (Prairie Crossing Train Station)	Office, retail, and service uses	16		10 per acre	160	160	
10	Northwest Corner Winchester and US Hwy 46, (American Corporate Center (Shunetics))	Multi-structure retail, office, hospitality	9.9		10 per acre	99	99	
11	Southeast Corner Harris Road and Peterson Road (County Administration)	Industrial, manufacturing	16		10 per acre	160	160	
12	Arboretum Parcel	Single family						
13	Northside of Peterson Road (Hoffman)	Commercial	4.8					
14	Southeast Corner Milwaukee & Peterson (Young/Rego)	Half Apartments, half commercial	13.66					
15	Southeast Corner Peterson & Milwaukee (formerly Mobil)	Retail	0.4					
16	Lake County Government Center	Potential for future conversion of northeast corner of Milwaukee and Winchester to commercial. Redevelopment similar to existing uses	18.72					
17	Peterson Road Streetcapping and Redevelopment	Parking garage	9	3 employees	0.1 per employee	3	3	
18	Downtown Parking Garage Construction	Multifamily or senior development proposed	9					
19	Southeast Corner of Winchester and Ellis (South West)	Apartments	1.1					
20	Church and Fifth Streets (Eckhardt)	Vacant industrial site, mixed use development	2.30					
21	West of Meira Station (Timm / Newton Industries)	Apartment	0.9					
22	Downtown Train Station Redevelopment	Commercial	4					
23	Southeast Corner Milwaukee and Park / Route 176 (Graham)	Zoned for heavy industrial, currently developed office, retail, service use). Multi-story corporate or medical office possible. Redevelopment similar to existing uses	21.9					
24	Route 176 (Bibera / Auldred / TEC / Mungo)	Redevelopment similar to existing uses	11					
25	Milwaukee Avenue and Hollister Drive (Hollister)	Redevelopment similar to existing uses	1.9					
26	Milwaukee Avenue Redevelopment, Route 176 to East Park Avenue Redevelopment	Redevelopment similar to existing uses	2.96					
27	Downtown East Residential Redevelopment	Redevelopment of isolated single family homes to 2 to 3 family units	1.9					
28	Solar Drive	Commercial, residential above	2.96					
29	Northwest Corner of Milwaukee and Park (Mill Park Plaza)	Redevelopment similar to existing uses	1.9					
30	East Side Industrial Buffer							
31								
32								
				Total Commercial		3,254	Total Residential	2,837

Notes:
 [1] Assumes 50% of parcel is commercial development.
 [2] Potential for future redevelopment unknown. Acreage is estimated.

Total Projected Additional Village P.E.
 Plus Unmet LCPOD Allocation P.E.
 Total Projected Additional P.E.

211.99 Acres
 2,119 P.E.

TABLE NO. 2
OPINION OF PROBABLE COSTS
ALT. NO. 2 - NEW SUBMERSIBLE STATION WITH FLYGT N SERIES PUMPS

Item Description	Quantity	Unit	Unit Cost	Extension
Abandon Existing Prefabricated Dry Pit	1	LS	\$7,500	\$7,500
Precast Concrete Wet Well - 8 Ft. Diameter				
Shoring - Sheet pile	3,920	SF	\$15	\$58,800
Excavation	145	CY	\$25	\$3,625
Dewatering	1	LS	\$9,000	\$9,000
Material	1	LS	\$13,000	\$13,000
Installation	1	LS	\$3,500	\$3,500
Precast Concrete Valve Vault - 7 Ft. Square				
Excavation	30	CY	\$30	\$900
Material	1	LS	\$6,700	\$6,700
Installation	1	LS	\$2,300	\$2,300
Wet Well Hatch With Safety Grating				
Material	1	LS	\$1,965	\$1,965
Installation	1	LS	\$700	\$700
Valve Vault Hatch				
Material	1	LS	\$600	\$600
Installation	1	LS	\$210	\$210
15 HP 6" Discharge Submersible Pumps - Flygt N Series				
with rails and 6" base elbows - material	2	Each	\$16,000	\$32,000
Installation	1	LS	\$11,200	\$11,200
Discharge Piping & Valves				
Material	1	LS	\$20,700	\$20,700
Installation	1	LS	\$7,300	\$7,300
Connect to Existing Forcemain	1	LS	\$1,500	\$1,500
Electrical & SCADA Integration				
Material	1	LS	\$25,000	\$25,000
Installation	1	LS	\$12,000	\$12,000
Sitework & Restoration	1	LS	\$10,000	\$10,000
			Subtotal:	\$229,000
			Overhead & Profit at 12%	\$34,000
			Contingency at 15%	\$34,000
			Subtotal:	\$297,000
			Engineering (Design & Constr.)	\$45,000
			Total Opinion of Probable Costs:	\$342,000

TABLE NO. 3
OPINION OF PROBABLE COSTS
ALT. NO. 3 - NEW SUBMERSIBLE STATION WITH VAUGHN CHOPPER PUMPS

Item Description	Quantity	Unit	Unit Cost	Extension
Abandon Existing Prefabricated Dry Pit	1	LS	\$7,500	\$7,500
Precast Concrete Wet Well - 8 Ft. Diameter				
Shoring - Sheet pile	3920	SY	\$15	\$58,800
Excavation	145	CY	\$25	\$3,625
Dewatering	1	LS	\$9,000	\$9,000
Material	1	LS	\$13,000	\$13,000
Installation	1	LS	\$3,500	\$3,500
Precast Concrete Valve Vault - 7 Ft. Square				
Excavation	30	CY	\$30	\$900
Material	1	LS	\$6,700	\$6,700
Installation	1	LS	\$2,300	\$2,300
Wet Well Hatch With Safety Grating				
Material	1	LS	\$1,965	\$1,965
Installation	1	LS	\$700	\$700
Valve Vault Hatch				
Material	1	LS	\$600	\$600
Installation	1	LS	\$210	\$210
25 HP 6" Discharge Submersible Pumps - Vaughn Model SE4S-100				
with rails and 6" base elbows - material	2	Each	\$23,800	\$47,600
Installation	1	LS	\$16,700	\$16,700
Discharge Piping & Valves				
Material	1	LS	\$20,700	\$20,700
Installation	1	LS	\$7,300	\$7,300
Connect to Existing Forcemain	1	LS	\$1,500	\$1,500
Electrical & SCADA Integration				
Material	1	LS	\$25,000	\$25,000
Installation	1	LS	\$12,000	\$12,000
Sitework & Restoration	1	LS	\$10,000	\$10,000
Subtotal:				\$250,000
Overhead & Profit at 12%				\$30,000
Contingency at 15%				\$38,000
Subtotal:				\$318,000
Engineering (Design & Constr.)				\$45,000
Total Opinion of Probable Costs:				\$363,000

APPENDIX A

EXISTING CONDITON HYDRAULIC CALCULATIONS

Route 45 Lift Station
 Hydraulic Calculations
 Project No. 21614040
 1/13/2016

Calc by: WRR
 2 Pump Station - Design Operation 1 Pump Discharging

Dynamic Losses - Pump Discharge Piping

Lift station

Diameter (in)	6	Dynamic Losses											
Length (ft)	40	Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
C-factor	120	Hf	0.00	0.05	0.18	0.32	0.37	0.63	0.96	1.34	1.78	2.28	2.84
Pipe Material	DIP	Hm	0.00	0.09	0.34	0.65	0.77	1.37	2.14	3.08	4.19	5.47	6.93
		H (ft)	0.00	0.13	0.52	0.96	1.14	2.00	3.10	4.42	5.98	7.76	9.77
		V (fps)	0.00	1.13	2.27	3.12	3.40	4.54	5.67	6.81	7.94	9.08	10.21
Hf =	9.731E-06 x gpm ^{1.85}												

Fittings	#	K	Total K
Entrance	1	0.78	0.78
90 Elbow	2	0.42	0.84
Check Valve	1	1.40	1.40
Plug Valve	1	0.42	0.42
T-branch	1	0.84	0.84

Total K = 4.28

Hm = 8.5534E-06 x gpm²

Forcemain

Diameter (in)	8	Dynamic Losses											
Length (ft)	1025	Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
C-factor	100	Hf	0.00	0.43	1.56	2.81	3.30	5.61	8.48	11.89	15.81	20.24	25.16
Pipe Material	DIP	Hm	0.00	0.02	0.07	0.13	0.15	0.27	0.42	0.60	0.81	1.06	1.35
		H (ft)	0.00	0.45	1.62	2.93	3.45	5.88	8.90	12.48	16.62	21.30	26.51
		V (fps)	0.00	0.64	1.28	1.76	1.91	2.55	3.19	3.83	4.47	5.11	5.74
Hf =	8.618E-05 x gpm ^{1.85}												

Diameter (in)	10	Dynamic Losses											
Length (ft)	1635	Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
C-factor	100	Hf	0.00	0.23	0.84	1.51	1.78	3.02	4.57	6.40	8.51	10.90	13.55
Pipe Material	DIP	Hm	0.00	0.01	0.04	0.07	0.09	0.15	0.24	0.35	0.47	0.62	0.78
		H (ft)	0.00	0.24	0.88	1.58	1.86	3.18	4.81	6.75	8.99	11.52	14.34
		V (fps)	0.00	0.41	0.82	1.12	1.23	1.63	2.04	2.45	2.86	3.27	3.68
Hf =	4.642E-05 x gpm ^{1.85}												

Fittings - 8-inch	#	K	Total K
T-run	1	0.60	0.60
90 Bend	2	0.42	0.84
Increaser (8 to 10)	1	0.19	0.19
Exit	1	1.00	1.00

Total K = 2.63

Hm = 1.66301E-06 x gpm²

Fittings - 10-inch	#	K	Total K
Exit	1	1.00	1.00
22.5 Bend	4	0.21	0.84
45 Bend	4	0.32	1.28
90 Bend	1	0.42	0.42
Decreaser (10 to 8)	1	0.19	0.19

Total K = 3.73

Hm = 9.6607E-07 x gpm²

Static Head - Minimum

Forcemain Discharge Elevation or High Point in FM = 765.00
 Lift Station High Water Elev = 742.00
 Static Head (ft) = 23.00

TOTAL

Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
Total Dynamic Losses (ft)	0.00	0.83	3.02	5.48	6.45	11.06	16.80	23.65	31.59	40.58	50.62
Static Head (ft)	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
TDH (ft)	23.00	23.83	26.02	28.48	29.45	34.06	39.80	46.65	54.59	63.58	73.62

Static Head - Maximum

Forcemain Discharge Elevation or High Point in FM = 765.00
 Lift Station Low Water Elev = 739.00
 Static Head (ft) = 26.00

TOTAL

Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
Total Dynamic Losses (ft)	0.00	0.83	3.02	5.48	6.45	11.06	16.80	23.65	31.59	40.58	50.62
Static Head (ft)	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00
TDH (ft)	26.00	26.83	29.02	31.48	32.45	37.06	42.80	49.65	57.59	66.58	76.62

Route 45 Lift Station
Hydraulic Calculations
Project No. 21614040
1/13/2016

Calc by: WRR
2 Pump Station - Design Operation 1 Pump Discharging

Dynamic Losses - Pump Discharge Piping

Lift station

Diameter (in)	Length (ft)	C-factor	Pipe Material	Dynamic Losses														
				Q (gpm)	Hf	Hm	H (ft)	V (fps)	0	100	200	275	300	400	500	600	700	800
6	40	120	DIP	0	0.00	0.00	0.00	0.00	0.00	0.18	0.32	0.37	0.63	0.96	1.34	1.78	2.28	2.84
Hf =				9.731E-06 x gpm ⁴ 1.85														

Fittings	#	K	Total K
Entrance	1	0.78	0.78
90 Elbow	2	0.42	0.84
Check Valve	1	1.40	1.40
Plug Valve	1	0.42	0.42
T-branch	1	0.84	0.84

Total K = 4.28

Hm = 8.5534E-06 x gpm²

Forcemain

Diameter (in)	Length (ft)	C-factor	Pipe Material	Dynamic Losses															
				Q (gpm)	Hf	Hm	H (ft)	V (fps)	0	100	200	275	300	400	500	600	700	800	900
8	1025	120	DIP	0	0.00	0.02	0.07	0.13	0.15	0.27	0.42	0.60	0.81	1.06	1.35	1.66	1.98	2.31	2.63
Hf =				6.151E-05 x gpm ⁴ 1.85															

Diameter (in)	Length (ft)	C-factor	Pipe Material	Dynamic Losses																
				Q (gpm)	Hf	Hm	H (ft)	V (fps)	0	100	200	275	300	400	500	600	700	800	900	
10	1635	120	DIP	0	0.00	0.01	0.04	0.07	0.09	0.15	0.24	0.35	0.47	0.62	0.78	0.96	1.14	1.32	1.50	1.68
Hf =				3.313E-05 x gpm ⁴ 1.85																

Fittings - 8-inch	#	K	Total K
T-run	1	0.60	0.60
90 Bend	2	0.42	0.84
Increaser (8 to 10)	1	0.19	0.19
Exit	1	1.00	1.00

Total K = 2.63

Hm = 1.66301E-06 x gpm²

Fittings - 10-inch	#	K	Total K
Exit	1	1.00	1.00
22.5 Bend	4	0.21	0.84
45 Bend	4	0.32	1.28
90 Bend	1	0.42	0.42
Decreaser (10 to 8)	1	0.19	0.19

Total K = 3.73

Hm = 9.6607E-07 x gpm²

Static Head - Minimum

Forcemain Discharge Elevation or High Point in FM =	765.00
Lift Station High Water Elev =	742.00
Static Head (ft) =	23.00

TOTAL

Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
Total Dynamic Losses (ft)	0.00	0.63	2.33	4.24	5.00	8.59	13.07	18.42	24.62	31.66	39.53
Static Head (ft)	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
TDH (ft)	23.00	23.63	25.33	27.24	28.00	31.59	36.07	41.42	47.62	54.66	62.53

Static Head - Maximum

Forcemain Discharge Elevation or High Point in FM =	765.00
Lift Station Low Water Elev =	739.00
Static Head (ft) =	26.00

TOTAL

Q (gpm)	0	100	200	275	300	400	500	600	700	800	900
Total Dynamic Losses (ft)	0.00	0.63	2.33	4.24	5.00	8.59	13.07	18.42	24.62	31.66	39.53
Static Head (ft)	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00
TDH (ft)	26.00	26.63	28.33	30.24	31.00	34.59	39.07	44.42	50.62	57.66	65.53

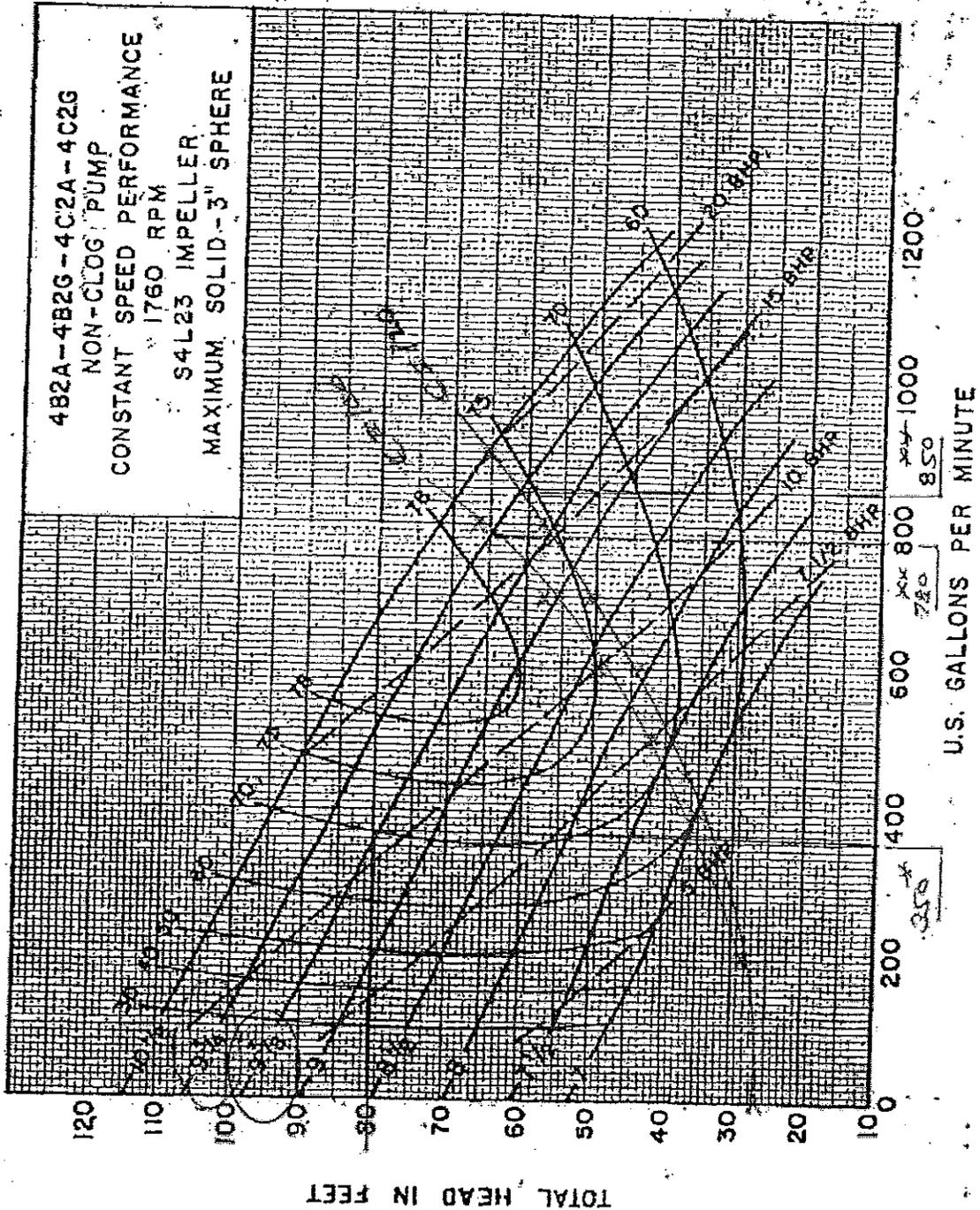
ENGINEERING DATA



Smith & Loveless, Inc.

14040 W. Santa Fe Trail Dr.
Lenexa, Kansas 66215

Pump Performance Curves
Constant Speed
4B2A/4B2G - 4C2A/4C2G
1760 RPM
October, 1985



* Original rating point
 ** Existing operating points without discharge valve shortening



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Engineering Services Agreement for 2017 Road Rehabilitation Program Design and Construction Management Services

Staff Recommendation: Approve Agreement and Authorize Execution of Contract

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

Background: Public Works Staff would like to begin the engineering design work for the 2017 Road Rehabilitation Program (aka “shave & pave”). The Streets Committee approved the attached list of streets to be included for this program at their meeting on January 26, 2016. The Village has previously contracted with Christopher B. Burke Engineering Ltd. (CBBEL) for the past three years for the design and construction services for the annual Road Rehabilitation Program. CBBEL has done an excellent job, performing their work on time and under the contracted amount.

Approximately \$3,500,000 of actual construction work is anticipated for the 2017 Road Rehabilitation Program. Administrative staff recommends the approval of the attached engineering services agreement with Christopher B. Burke Engineering Ltd in an amount not to exceed \$407,399.74 for design and construction engineering services related to the 2017 Road Rehabilitation Program. The necessary funds are budgeted in the Road Improvement Fund.

Four positive votes are required for approval.

EXHIBIT A

2017 STREET IMPROVEMENT PROGRAM VILLAGE OF LIBERTYVILLE

We understand that the Village is seeking a qualified consultant to design and provide construction engineering for their 2017 Street Improvement Program. This proposal is for the design and construction of the Pavement Rehabilitation Project which includes PCC surface removal, HMA pavement resurfacing, Class C and D pavement patching and concrete curb and gutter removal and replacement. The tentative list of streets and type of rehabilitation are as follows:

Street Name (Limits)	Year of Original Constr.	Centerline Length (ft)	Area (sq yd)	Categories
Arbor Court	1952	466	1243	D
Austin Avenue, W. (Milwaukee Ave. to Garfield Ave.)	1970	2296	6888	A
Cambridge Drive (north of Golf)	1968	744	2149	C
Cambridge Drive (south of E. Golf Rd.)	1968	308	821	C
Church Street, W.	1926	599	1864	C
Clewend Avenue	1970	550	1650	C
Cook Avenue, W. (Brainerd Ave. to West St.)	1926	1262	3365	C
Cook Avenue, W. (Milwaukee Ave. to Brainerd Ave.)	1926	556	803	C
Coolidge Place	1970	321	927	A
Country Club Drive	1968	1000	2889	A
Dawes Street (Burdick St. to Fairlawn Ave.)	1966-67	622	1659	A
Dawes Street (Crane Blvd. to Burdick St.)	1966-67	868	2315	A
Dawes Street (Fairlawn Ave. to 156 ft S of Fairlawn Ave.)	1966-67	156	416	A
Dawes Street (from 156 ft S of Fairlawn to Golf Rd.)	1970	465	1240	A
Dawes Street (From Pvmnt Chng S of Warwick Ln. to Pvmnt Chng 155 ft E of Mayfair Ave.)	1972	1416	4248	A
Dawes Street (Golf Rd. to Pvmnt Chng 155 ft S of Warwick Ln.)	1970	1215	3645	A
Dawes Street (McKinley Ave. to Crane Blvd.)	1955	1419	3469	D
Dawes Street (W. Park Ave. to McKinley Ave.)	1979	594	1650	A
Douglas Avenue	1925	623	1661	B
Downing Road	1968	872	2325	C
Elm Court	1925	879	2149	C
Elm Drive	1925	465	1137	B
Eton Court	1968	394	1051	C
Fairview Avenue	1970	819	2366	A
First Street (Broadway to E. Church St.)	1920's	521	1390	A
Forest Lane	1926	649	1226	B
Golf Road, E. (Fourth Ave. to County Club Dr.)	1968	610	1830	C
Grant Court	1927	626	1530	A
Harvard Lane	1968	1142	3299	C
Jackson Avenue	1925	515	1373	B
Lange Court	1926	636	1696	A
Laurel Avenue	1926	1070	2616	B
Linden Lane	1926	315	560	B
Michaels Lane	1968	295	787	C
Riverside Drive	1946	541	1563	B
Sunset Drive (Linden Ln. to Laurel Ave.)	1925	613	1362	D
Sunset Drive (Park Ave. to Linden Ln.)	1925	800	1778	C
West Street	1925	607	1349	D
Wright Court	1969	508	1468	A

NOTE: PAVEMENT REHABILITATION CATEGORIES

A: EDGE GROUND, CLASS C OR CLASS D PVM'T PATCH, AND BITUMINOUS OVERLAY

B: NEW C&G AND BITUMINOUS RESURFACING

C: MIN. CLASS C OR CLASS D PVM'T PATCH AND BITUMINOUS RESURFACING

D: BITUMINOUS SURFACE REPLACEMENT ONLY

We understand that this list is subject to change and that additional improvements may be added as an alternate bid. The estimated construction cost of the above listed improvements is approximately \$4 million. We also understand that in addition to local bonds, MFT funds will be used for construction so



the plans must be approved by IDOT Local Roads and construction documentation and material testing must be in accordance with IDOT requirements.

The Village would like to bid this project in January 2017 so the plans must be finalized and approved by IDOT by November 1, 2016.

An underground utility contract will be let separately by the Village in January of 2017 and some coordination with that contract will be required.

The Village's goals and objectives will be realized by utilizing CBBEL's proven design approach. This design approach is founded on a principle of innovative thinking encompassing a broad spectrum of value engineering, design optimization, and day-to-day proactive project development procedures. This approach allows staff members the flexibility to explore new and creative ideas. This technical approach is comprised of:

- ◆ Delivering exceptional client service through a focused and responsive approach from the senior management level down through all designated staff levels.
- ◆ Establishing key project goals with the Village early on in the development of the project.
- ◆ Conducting thorough field research, investigation, and assessment of existing site conditions.
- ◆ Developing a final design consistent with established project goals and identifying cost savings opportunities where feasible.
- ◆ Developing a viable and cost-effective final design to ensure a biddable and constructible project through a well planned, detail-oriented design approach that anticipates critical design and construction issues.
- ◆ Working proactively by "partnering" with the Village, IDOT and community representatives to achieve the project goals.
- ◆ Maintaining project issue documentation and following QA/QC procedures throughout project involvement.

As illustrated in our Project Experience section, CBBEL has engineered many municipal street resurfacing and rehabilitation projects. Based on pavement composition and condition, CBBEL strives to design the most cost effective and long lasting method that fits within the Village's budget.

SCOPE OF SERVICES

DESIGN

Task 1 – Field Reconnaissance and Base Sheet Preparation: CBBEL Construction Staff will perform a Field Reconnaissance of the streets included in the street program. The purpose of the Field Reconnaissance will be to verify the method of rehabilitation/reconstruction, field verify the topographic survey, and determine the limits and estimate the quantity of drainage structure removal and replacement. Additionally, CBBEL will determine the location of substandard radii and other geometric inadequacies. The results of the Field Reconnaissance will be red-lined and CAD drawn on the existing conditions base plan and utilized when preparing plans, specifications and estimates. The results of the Field Reconnaissance will be reviewed with the Department of Public Services and compared to previous estimates to determine their impact on the estimated construction cost.

Task 2 – Topographic Survey of Areas with Drainage Issues (if needed): CBBEL will perform a spot topographic survey of specific areas with drainage concerns (as indicated by the Village) where it may be desirable to change curb grades. Since it is not known whether there will be areas with drainage issues requiring survey until we complete Task 1 and meet with the Village, we have budgeted 3 days of a survey crew and associated office time to create base sheets.

Task 3 – Plans, Specifications, and Estimates: CBBEL will prepare Plans, Specifications and Estimates for the Street Program utilizing the information described in the above tasks. We will utilize base plans provided by the Village, aerial plans or information from our topographic survey in Task 2. The plans, specifications, and estimates will be developed with a base bid and an alternate bid to attempt to utilize all of the bond funding.

Title Sheet	1
Key Plan	2
General Notes	3
Summary of Quantities	4
Typical Sections	5-7
Plans (1"=20')	8-53
Construction Details	54-55

In addition, CBBEL will develop special provisions and estimates of cost and working days. The special provisions will be based on IDOT Standard Pay Items and Specifications. Plans will be submitted to the Village for review at the 75% and 100% level.

Task 4 – IDOT Coordination: CBBEL will coordinate the contract documents with IDOT. CBBEL will meet with IDOT to review their comments and receive approval prior to bidding the project.

Task 5 – Meetings: CBBEL will attend the following meetings:

- ◆ Three (3) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 75% and 100% submittals.
- ◆ One (1) 2-hour meeting with the Board of Trustees (if required).
- ◆ Three (3) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.

Task 6 – Bidding Documents, Assistance and Final Cost Estimate (100% Submittal): CBBEL will make the final revisions to the preliminary and pre-final submittal based on the Village's final review comments. The requested number of copies of plans and specifications will be submitted to the Village. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in hard copy and electronic format. CBBEL will make qualified personnel available to answer questions throughout the bidding and construction process. CBBEL will prepare the Notice to Bidders, provide plans and bid documents to the Village for distribution to contractors and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

CONSTRUCTION

Task 1 – Pre-Construction Services:

1. Attend a pre-construction conference with the contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.

2. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we have not previously worked with a proposed sub-contractor, we will make every effort to check references.
3. Review the construction schedule submitted by the contractor for compliance with the contract. CBBEL will review it in relation to any milestone dates in the specifications. CBBEL will review the constructability of their plan to insure that the work is being completed in a logical sequence.
4. CBBEL shall document all existing conditions with videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.
5. Review the Inspector's Checklists provided through IDOT for contract line items including Erosion Control, Hot-Mix Asphalt, Concrete Pavement and Storm Sewers.

Task 2 – Construction Observation:

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Provide full-time on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer or Inspector, who shall:
 - Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
 - Be present whenever the contractor is performing work on-site, associated with the project.
 - Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
 - Review contractor's progress on a regularly scheduled basis (weekly or other appropriate interval) and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. ***If the contractor falls behind by 14 calendar days***, he is required to submit a revised schedule showing how the completion dates will be met. No further payments will be made until a revised schedule is submitted.
 - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
 - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
 - Carry and utilize a cell phone during contractor's working hours (usually 7 a.m. to 5 p.m.).
3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
4. Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.

5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.

CONSTRUCTION DOCUMENTATION

1. Keep an inspector's daily report book in IDOT's format for MFT projects, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.
3. All documentation will follow IDOT guidelines for MFT projects.

Task 3 – Project Closeout:

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the Village and prepare a final list of items to be corrected.
3. Verify that all items on the final list have been corrected and make recommendations to the Village concerning project acceptance.
4. Prepare final pay estimate and change order for the Village's approval.
5. Verify all necessary material inspection has been received and documented.
6. Finalize a set of red-lined record drawings (24x36) for the Category B streets as listed on the Pavement Rehabilitation Program plans.
7. Complete required MFT final paperwork.

ESTIMATE OF FEE

Please find below a breakdown of our not-to-exceed fee. This fee is based on the work hours submitted in the proposal.

DESIGN

Task 1 – Field Reconnaissance and Base Sheet Preparation	\$28,811.33	
Task 2 – Topographic Survey of Drainage Issues	\$9,775.92	
Task 3 – Plans, Specifications and Estimates	\$46,845.06	
Task 4 – IDOT Coordination	\$4,228.45	
Task 5 – Meetings	\$4,983.66	
Task 6 – Bidding Documents, Assistance and Final Estimate	\$15,021.89	
Design Subtotal		\$109,666.30

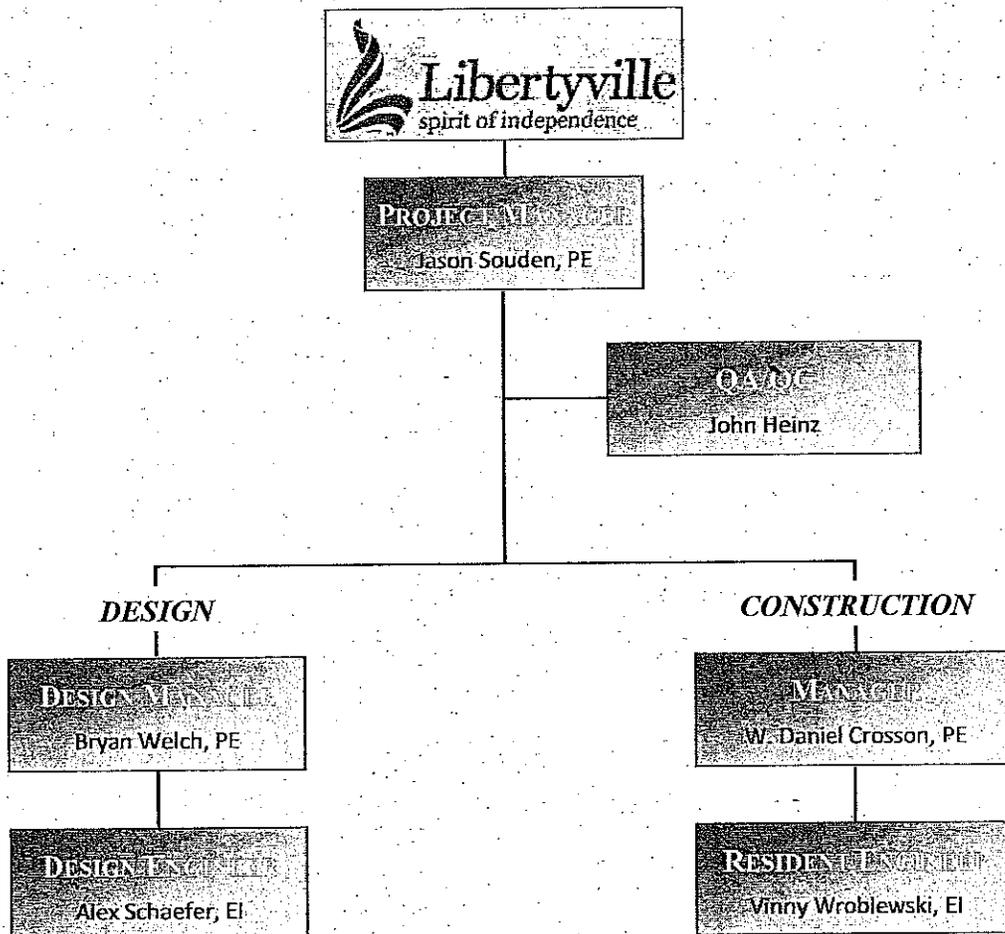
CONSTRUCTION

Task 1 – Pre-Construction	\$9,190.72	
Task 2 – Construction Observation	\$273,635.52	
Task 3 – Project Close-out	\$14,907.20	
Construction Subtotal		\$297,733.44

Not-to-Exceed Total **\$407,399.74**



2017 STREET IMPROVEMENT PROGRAM



Christopher B. Burke Engineering, Ltd.



Average Hourly Project Rates

Route 2917 Street Improvement Program

Section Lake

County Lake

Job No. _____

PTE/Item _____

Consultant Christopher B. Burke Engineering, Ltd.

Date 02/01/16

Sheet 1 OF 1

Payroll Classification	Total Project Rates			Field Reconnaissance			Topographic Survey of Drained Plans, Specifications and Esti			IDOT Coordination					
	Avg Hourly Rates	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Hours	% Part.	Wgtd Avg	
Principal	\$70.00	0													
Engineer VI	\$70.00	40	4.55%	12	5.26%	3.68						20	5.00%	3.50	
Engineer V	\$61.25	184	20.91%	88	38.60%	23.64						48	12.00%	7.35	
Engineer IV	\$51.04	0													
Engineer III	\$42.63	80	9.09%									68	17.00%	7.25	
Engineer I/II	\$31.02	212	24.09%	88	38.60%	11.97						68	17.00%	5.27	
Env Res Specialist V	\$69.50	0													
Env Res Specialist IV	\$53.08	0													
Env Res Specialist III	\$39.88	0													
Env Res Technician	\$35.50	0													
Landscape Architect	\$51.00	0													
Survey V	\$70.00	0													
Survey IV	\$63.50	4	0.45%									4	5.00%	3.18	
Survey III	\$54.25	4	0.45%									4	5.00%	2.71	
Survey II	\$38.60	24	2.73%									24	30.00%	11.58	
Survey I	\$30.17	24	2.73%									24	30.00%	9.05	
CAD Manager	\$57.08	24	2.73%									24	30.00%	17.12	
Asst. CAD Manager	\$48.50	0													
CAD II	\$44.25	8	0.91%												
CAD I	\$33.25	244	27.73%	40	17.54%	5.83						180	45.00%	14.96	
Engineering Technician V	\$62.00	0													
Engineering Technician IV	\$47.00	0													
Engineering Technician III	\$44.38	0													
Engineering Technician I/II	\$36.60	0													
GIS Specialist III	\$44.30	0													
GIS Specialist I/II	\$27.00	0													
Administrative	\$31.52	32	3.64%									16	4.00%	1.26	
		0													
		0													
		0													
TOTALS		880	100%	\$42.07	0%	\$0.00	228	100%	\$45.13	80	100%	\$43.64	400	100%	\$39.59
															\$53.93



Average Hourly Project Rates

Route 2017 Street Improvement Program Date 02/01/16
 Section Lake Consultant Christopher B. Burke Engineering, Ltd.
 County Lake Sheet 2 OF 1
 Job No. _____
 PTB/Item _____

Payroll Classification	Avg Hourly Rates	Meetings			#REF!			Bidding Documents, Assistance			Other			Wgtd Avg		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	\$70.00															
Engineer VI	\$70.00	4	10.00%	7.00												
Engineer V	\$61.25	8	20.00%	12.25				24	23.08%	14.13						
Engineer IV	\$51.04															
Engineer III	\$42.63	12	30.00%	12.79												
Engineer I/II	\$31.02	12	30.00%	9.31				40	38.46%	11.93						
Env Res Specialist V	\$69.50															
Env Res Specialist IV	\$53.08															
Env Res Specialist III	\$38.88															
Env Res Technician	\$35.50															
Landscape Architect	\$51.00															
Survey V	\$70.00															
Survey IV	\$63.50															
Survey III	\$54.25															
Survey II	\$38.60															
Survey I	\$30.17															
CAD Manager	\$57.08															
Asst. CAD Manager	\$48.50															
CAD II	\$44.25							8	7.69%	3.40						
CAD I	\$33.25							24	23.08%	7.67						
Engineering Technician V	\$52.00															
Engineering Technician IV	\$47.00															
Engineering Technician III	\$44.38															
Engineering Technician I/II	\$36.60															
GIS Specialist III	\$44.30															
GIS Specialist I/II	\$27.00															
Administrative	\$31.52	4	10.00%	3.15				8	7.69%	2.42						
TOTALS		40	100%	\$44.50	0	0%	\$0.00	104	100%	\$39.57	0	0%	\$0.00	0	0%	\$0.00



Average Hourly Project Rates

2017 Street Improvement Program

Route _____ Section _____
 County _____ Lake _____
 Job No. _____ Consultant Christopher B. Burke Engineering, Ltd. Date 02/01/16
 PTB/Item _____ Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates		Total Project Rates		Pre-Construction		Construction Observation		Project Close-Out		Hours	% Part.	Wgtd Avg			
	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.						
Principal	0	0	0	0												
Engineer VI	0	0	0	0												
Engineer V	0	0	0	0												
Engineer IV	1260	50.81%	25.93	0	40	50.00%	25.52	1140	50.00%	25.52	80	66.67%	34.03			
Engineer III	0	0	0	0												
Engineer I/II	1220	49.19%	15.26	0	40	50.00%	15.51	1140	50.00%	15.51	40	33.33%	10.34			
Env Res Specialist V	0	0	0	0												
Env Res Specialist IV	0	0	0	0												
Env Res Specialist III	0	0	0	0												
Env Res Technician	0	0	0	0												
Landscape Architect	0	0	0	0												
Survey V	0	0	0	0												
Survey IV	0	0	0	0												
Survey III	0	0	0	0												
Survey II	0	0	0	0												
Survey I	0	0	0	0												
CAD Manager	0	0	0	0												
Asst. CAD Manager	0	0	0	0												
CAD II	0	0	0	0												
CAD I	0	0	0	0												
Engineering Technician V	0	0	0	0												
Engineering Technician IV	0	0	0	0												
Engineering Technician III	0	0	0	0												
Engineering Technician I/II	0	0	0	0												
GIS Specialist III	0	0	0	0												
GIS Specialist I/II	0	0	0	0												
Administrative	0	0	0	0												
TOTALS	2480	100%	\$41.19	0	0	0%	\$0.00	80	100%	\$41.03	2280	100%	\$44.37	0	0%	\$0.00



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Agreement for Material Testing Services with Rubino Engineering for 2017 Road Rehabilitation Program

Staff Recommendation: Approve Agreement and Authorize Execution

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

Background: The Village is preparing for the fifth year of the \$20 million Bond referendum approved in March of 2012 to improve and rehabilitate roadway pavements throughout the Village. Public Works Staff has been working very diligently with our consulting engineers to prepare plans and specifications for the last year of the Program. One important design component of the Program is identifying the composition of the existing street pavement sections. This is completed by obtaining and analyzing representative pavement cores for the streets to be rehabilitated.

Rubino Engineering, Inc. is an experienced material testing company and has previously completed other testing services for the Village. Staff has used other companies in the past that were not as efficient and cost effective as Rubino has shown in recent years. Our design and construction management consulting engineer and Village staff are confident in Rubino's ability to complete the material testing as specified and within the time frame required.

Administrative Staff recommends the approval and authorization for the Village Administrator to execute the attached Agreement with Rubino Engineering Inc. in an amount not to exceed \$23,748.00 for the materials testing services (pavement cores) related to the 2017 Road Rehabilitation Program. This work is budgeted in the Road Improvement Fund.

Four positive votes are required for approval.



PROPOSAL

January 29, 2016

To: Frederick Chung
 Village of Libertyville
 200 East Cook Avenue
 Libertyville, Illinois
 847-247-5435

Re: **Libertyville Pavement Rehabilitation
 Quality Assurance Testing Services**
 Various Roadways
 Libertyville, Illinois

Rubino Proposal # Q16.034

Via email: fchung@libertyville.com

Dear Mr. Chung,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on the 2017 Street Improvement Program in Libertyville, Illinois.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you on January 27th, 2016 and the following outlines our understanding of the requested scope of services:

Project Name and Description

Libertyville 2017 Street Improvement Program will require QA testing services, and Rubino understands that one core per street is needed.

General Scope of Services

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

QA Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime

Coring Scope of Services

Rubino estimates that core production will be about 8 to 10 cores per day, depending on the thickness of the pavement. Project schedules can be affected by weather conditions, pavement thickness, and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible.

Number of Pavement Cores	Sub-Base Stone Thickness Determination?	Location
--------------------------	-----------------------------------------	----------

39	YES	One core per street segment, see list below.
----	-----	----------------------------------------------

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

2017 Pavement Rehabilitation Program

	Year	
	of	
	Original	Centerline
Street Name (Limits)	Constr.	Length (ft)
Arbor Court	1952	466
Austin Avenue, W. (Milwaukee Ave to Garfield Ave.)	1970	2296
Cambridge Drive (north of Golf)	1968	744
Cambridge Drive (south of E. Golf Rd)	1968	308
Church Street, W.	1926	599
Cleveland Avenue	1970	550
Cook Avenue, W. (Brainerd Av to West St)	1926	1262
Cook Avenue, W. (Milwaukee Ave to Brainerd Ave)	1926	556
Coolidge Place	1970	321
Country Club Drive	1968	1000
Dawes Street (Burdick Street to Fairlaw n Ave)	1966-67	622
Dawes Street (Crane Blvd to Burdick Street)	1966-67	868
Dawes Street (Fairlaw n Avenue to 156 ft S of Fairlaw n Ave)	1966-67	156
Dawes Street (from 156 ft S of Fairlaw n to Golf Road)	1970	465
Dawes Street (From Pvrnt Chng S of Warwick to Pvrnt Chng 155 ft E of Mayfair Av)	1972	1416
Dawes Street (Golf Road to Pvrnt Chng 155 ft S of Warwick Ln)	1970	1215
Dawes Street (McKinley Ave to Crane Blvd)	1955	1419
Dawes Street (W. Park Ave to McKinley Ave)	1979	594
Douglas Avenue	1925	623
Downing Road	1968	872
Elm Court	1925	879
Elm Drive	1925	465
Eton Court	1968	394
Fairview Avenue	1970	819
First Street (Broadway to E. Church St)	1920's	521
Forest Lane	1926	649
Golf Road, E. (Fourth Ave to County Club Dr)	1968	610
Grant Court	1927	626
Harvard Lane	1968	1142
Jackson Avenue	1925	515
Lange Court	1926	636
Laurel Avenue	1926	1070
Linden Lane	1926	315
Michaels Lane	1968	295
Riverside Drive	1946	541
Sunset Drive (Linden Ln to Laurel Ave)	1925	613
Sunset Drive (Park Ave to Linden Ln)	1925	800
West Street	1925	607
Wright Court	1969	508

CORING REPORT

Upon completion of field and laboratory work, Rubino will prepare a coring report using the collected data. The coring report will include the following:

- *Summary of client-provided project information and report basis*
- *Location map of core locations*
- *Tabular summary of pavement and aggregate base thickness*
- *Photographic documentation of pavement material*

An electronic copy of the report will be provided. The report will be addressed to the Village of Libertyville.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

It is Rubino Engineering Inc.'s experience that the total fee charged is between ½% and 1% of the total construction cost. Based on the estimated cost of construction, Rubino has provided the fee for half percent of the proposed construction, shown above plus the fee for pavement cores. When an itemized quantity estimate is available, a more detailed proposal can be provided.

Total estimated fee: \$23,748.00

Please see the attached fee schedule for additional unit rates for services requested after issuing the coring report (drawing / spec review, scope or site layout change, etc.).

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please contact Tim Dunne on his cell phone to schedule testing services:

847-343-0749

tim.dunne@rubinoeng.com

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Your Job No.: _____ Purchase Order No.: _____
- 4. Project Manager: _____ Telephone No.: _____
- 5. Site Contact: _____ Telephone No.: _____
- 6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: <input type="checkbox"/>

- 7. Invoicing Address: _____

Attn: _____
Email: _____

- 8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through March 1, 2017 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete cylinders by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 89.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Sample preparation for the above tests	Each	\$ 40.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 91.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 136.50
Per Hour Overtime Sundays and Holidays	\$ 172.90

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 95.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 142.50
Per Hour Overtime Sundays and Holidays	\$ 180.50

MATERIAL TESTER - 2 - Field inspection of welds and structural steel

Per Hour	\$ 105.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 199.50

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	\$ 65.00
Steel Testing Equipment Charge	Per Day	\$ 200.00
Floor Flatness Equipment	Per Day	\$ 95.00

CORING SERVICES

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

ENGINEERING SERVICES

Chief Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 100.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.

- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

15. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 23, 2016

Agenda Item: Resolution in Support of the Remote Transactions Parity Act

Staff Recommendation: Approve Resolution

Staff Contact: Kevin J. Bowens, Village Administrator

Background: The Village of Libertyville has previously supported passage of remote sales tax collection legislation such as the Marketplace Fairness Act. Local brick-and-mortar retailers have been hurt in recent years by online and catalog purchases by customers who believe they get a discount by not paying sales tax, putting local retailers at a competitive price disadvantage to remote sellers. Customers who purchase online are generally required to pay sales tax when filing their annual State Income Tax return, and many are not aware of this responsibility. This tax loophole results in both the loss of tax revenue for state and local government, and market conditions that are unfavorable for local brick-and-mortar small businesses.

Recent legislation has been introduced in Congress entitled the “Remote Transactions Parity Act” (RTPA) of 2015, which improves upon the previous Marketplace Fairness Act and provides uniform collection of state sales tax by online retailers. The Illinois Municipal League, Lake County Municipal League and Libertyville MainStreet organizations have requested Village support of remote state sales tax collection, and legislation such as the Marketplace Equity Act and the Remote Transaction Parity Act. The Administrative Staff recommends the Village Board approve the attached Resolution and distribute to congressional representatives. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

RESOLUTION NO. 16-R-

A RESOLUTION IN SUPPORT OF
THE REMOTE TRANSACTIONS PARITY ACT (RTPA)

WHEREAS, local brick and mortar retailers have been hurt in recent years by online and catalog purchases by customers who believe they get a discount by not paying sales tax; and

WHEREAS, the brick and mortar retailer collects the sales tax at the time of purchase in a store, but the responsibility for paying the tax from an online purchase shifts to the Internet customer who should pay the sales tax when filing his/her annual state tax returns; and

WHEREAS, most taxpayers are not aware of the responsibility to remit these taxes, and state and local governments do not have the resources to enforce payment; thus putting local retailers at a competitive price disadvantage to remote sellers; and

WHEREAS, this tax loophole is unfairly advantageous toward certain online retailers and results in both the loss of tax revenue for state and local governments and market conditions that are unfavorable for local brick and mortar small businesses; and

WHEREAS, local brick and mortar retailers occupy valuable storefront locations and pay substantial property taxes which supports funding to local schools, government, and other community organizations; and

WHEREAS, local brick and mortar businesses, often headquartered in their community, have a proven record of growing the local economy, adding jobs, creating local supply chains, and channeling revenues from sales back into the local area, unlike large online corporations and catalog retailers; and

WHEREAS, local brick and mortar businesses are engaged in their communities, give to local causes, and contribute to livelier streets, strong social networks, and active citizen engagement in their communities; and

WHEREAS, the Supreme Court's decisions in *National Bella Hess v. Illinois Department of Revenue*, 386 U.S. 753 (1967) and *Quill Corp. v. North Dakota*, 504 U.S. 298 (1992), left state and local governments unable to adequately enforce their existing sales tax laws on sales by out-of-state catalog and online sellers; and

WHEREAS, the Court did state that Congress had the constitutional authority to pass legislation overruling its decision; and

WHEREAS, the Marketplace Fairness Act was previously introduced in Congress by Illinois Senator Durbin, among others and approved by the Senate in 2013; and

WHEREAS, the Remote Transaction Parity Act of 2015 improves on the Marketplace Fairness Act and would grant states the authority to require out-of-state online and catalog retailers to collect sales taxes at the time of a transaction; as local retailers are already required to do; and

WHEREAS, keeping track of local tax rates is no longer an insurmountable technical, administrative, or financial burden; and

WHEREAS, if Congress acts to regulate interstate commerce, state and local governments could collect taxes owed on Internet and mail order sales amounting to millions of dollars annually in Illinois.

NOW, THEREFORE, BE IT RESOLVED, BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE as follows:

SECTION 1: The Village of Libertyville believes the RTPA Act is important to enable local brick and mortar retailers to remain competitive.

SECTION 2: The proposed RTPA provides States and local governments with the flexibility to address uneven taxation in the marketplace creating a disadvantage for local brick and mortar businesses.

SECTION 3: The Village of Libertyville joins the National League of Cities and Illinois Municipal League in urging the United States Congress to pass the RTPA and President Obama to sign the RTPA into law.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

Congress of the United States
Washington, DC 20515

June 17, 2015

Close the Sales Tax Loophole:
Cosponsor the Remote Transactions Parity Act (RTPA)

Supported by over 690 Businesses, Trade Associations, State Organizations, and Chambers of Commerce Across the Nation

Dear Colleague,

Congressman Jason Chaffetz (R-UT) and Congressman Steve Womack (R-AR) are seeking cosponsors for the Remote Transactions Parity Act (RTPA). The bill provides a solution to the ongoing e-fairness debate that incorporates the framework set forth by other legislation and integrates significant conservative improvements that protect small businesses both online and with a brick-and-mortar presence.

Congressional inaction has created a large tax loophole that is fueling uncertainty and impeding competition in the marketplace. RTPA is needed so that the laws governing interstate sales tax collection can be brought into the 21st Century. In 1992, two years before retail giant Amazon.com was created, the Supreme Court ruled in *Quill v. North Dakota* that states could not currently force an out-of-state business to collect and remit sales tax and that a Congressional fix was needed. Twenty years and over 500 million iPhones later, Congress has yet to act. RTPA would close the loophole that preferences out-of-state businesses over in-state job creators, while protecting small businesses by requiring states to shoulder a significant portion of the burden. RTPA ensures parity at the point of sale, leveling the playing field so that all businesses can grow, invest, and compete fairly.

While previous legislation unsuccessfully took steps to solve the problem, the RTPA provides new audit protections for businesses, exempting those with under \$5 million in annual gross receipts from state audits entirely. The RTPA also exempts more small businesses from collection requirements in the first and second years, giving them time to make the change at their own pace. While other legislation only exempted businesses under \$1 million in sales, the RTPA in the first year exempts any small business under \$10 million, phasing to \$5 million in the second year and \$1 million in the third. Finally, the RTPA requires states to not only give remote sellers the necessary software to collect and remit the taxes due, but also requires states to pay for set-up, installation, and maintenance costs on the software.

The current tax loophole skews the free market, forces brick-and-mortar stores to close their doors, and puts the burden and liability of reporting and remittance on the consumer – because these taxes are still due and payable. The RTPA fixes this problem in a way that is generous to small remote sellers and puts our neighborhood retailers on a level playing field, adopting a model that is used in dozens of states already.

Contact Amber Talley in Congressman Chaffetz's office, amber.talley@mail.house.gov, or Adrielle Churchill in Congressman Womack's office, adrielle.churchill@mail.house.gov, for more information.

Sincerely,



Jason Chaffetz
Member of Congress



Steve Womack
Member of Congress