



Village of Libertyville Board of Trustees Meeting
AGENDA
April 26, 2016
8:00 p.m.
Village Hall Board Room

1. Roll Call

Proclamation: Arbor Day

Documents: [Arbor Day Proclamation.pdf](#)

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 April 12, 2016 Meeting

Documents: [Minutes of the April 12 2016 Meeting.pdf](#)

b. Bills For Approval

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

c. Ordinance: Sign Variations For Libertyville Manor Care - 610 Peterson Road

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

d. Ordinance: Extend Moratorium On Demolition Permits In C-1 Zoning District

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

e. Resolution: Change Order 1 To Underground Improvements Contract

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

f. Ordinance: Declare Surplus Property

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

g. Approve Agreement For Mosquito Management Program

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

h. Approve Agreement For Geotechnical Services - Adler Park Hockey Rink

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

i. Approve Agreement For Surveying Services - Adler Park Hockey Rink

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

j. Approve Use Of Village Property: Memorial Day

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

k. Approve Use Of Village Property: Adler School Family Association

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

l. Request To Install Seasonal Fence Padding - Libertyville High School

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

m. Approve Request For 1 Hour Noise Ordinance Waiver - MBX Systems

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

n. Approve Request To Waive Permit Fee - CLCJAWA

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

o. Approve Request To Close Oak Spring Road - Des Plaines Canoe Marathon

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

p. Approve Use Of Village Property: Libertyville Sunrise Rotary Club

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

q. Approve Contract Extension: Eco-Clean Maintenance, Inc.

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

r. ARC Report

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

4. ARC Report - Advocate Condell Tree Removals (Deferred From April 12, 2016)

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

5. Request For Exemption From Commercial Waste Franchise - Advocate Condell (Deferred From March 26, 2016) - WITHDRAWN

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

6. ZBA Report: Front Yard Setback Variation - 232 Sunset Drive

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

7. ZBA Report: Fence Variation - 204 Broadway

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

8. Plan Commission Report: Text Amendment Re: Fencing In Commercial Zoning Districts

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

9. Plan Commission Report: Amend SUP - Ice Mobility, 851-937 E. Park Avenue - (Defer To May 24, 2016 Meeting)

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

10. Ordinance: Approve 2016-17 Village Budget

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

11. Ordinance: Approve Water And Sewer Rate Structure

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

12. Approve Contract With Libertyville Fire Protection District

Documents: [Agenda Item No. 12.pdf](#)

13. Approve Purchase Of Replacement Ambulance

Documents: [Agenda Item No. 13.pdf](#)

14. Approve Professional Services Agreement For Commuter Train Station Renovation

Documents: [Agenda Item No. 14.pdf](#)

15. Consideration Of Establishing Satellite Electronics Collection Site

Documents: [Agenda Item No. 15.pdf](#)

16. Petitions & Communications

17. 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.

PROCLAMATION

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

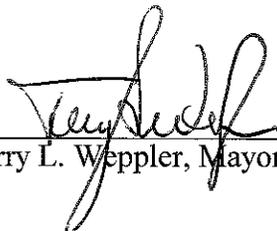
Whereas, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, the Village of Libertyville has been recognized as a Tree City U.S.A. by the National Arbor Day Foundation;

Now therefore, I, Terry L. Weppler, by virtue of the authority vested in me as Mayor of the Village of Libertyville, do hereby proclaim April 29, 2016 as **ARBOR DAY** in the Village of Libertyville, and I urge all citizens to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 26th day of April, 2016.



Terry L. Weppler, Mayor

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
April 12, 2016

President Weppler 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 Weppler, Trustees Donna Johnson, Richard Moras, Todd Gaines, Jay Justice, Scott Adams, and Peter Garrity.

ITEMS NOT ON THE AGENDA

President Weppler asked if anyone had anything to bring before the Board that was not already listed on the agenda. There were no items.

President Weppler announced that Item 10 would be deferred for further research and discussion.

OMNIBUS VOTE AGENDA

President Weppler introduced the Omnibus Vote Agenda and asked if any member wanted an item removed for separate discussion. Trustee Garrity questioned the removal of trees from the Center Club property as part of the Advocate Condell Hospital plan. He noted that the trees had not been replaced. Director of Community Development John Spoden stated that Advocate owns the Center Club property, and the item could be deferred for clarification.

Mr. Mike Graham of Landscape Concepts explained that 46 trees were being removed from the main campus and out lot areas. Trustee Garrity asked why no replacement trees had been planned for the Center Club property. Mr. Graham stated that a different company completes the maintenance of the Center Club property. Trustee Garrity asked that the information regarding ownership be clarified before tree removal continues. Mr. Graham explained that many of the trees are dead and present a hazard, notably nine cottonwoods near the parking lot and beltway. Trustee Moras noted that 46 trees are being replaced, and he requested that more trees be proposed. The Mayor suggested that the removal of the hazardous trees be allowed but item Q be clarified regarding ownership and replanting.

OMNIBUS VOTE AGENDA

- A. Minutes of the March 22, 2016 Meeting
- B. Bills for Approval
- C. **ORDINANCE 16-O-21: Amend chapter 6 – Building Codes** (deferred from March 22, 2016)
- D. **ORDINANCE 16-O-22: Amend Sunset Clause for Electric Utility Tax**
- E. **RESOLUTION 16-R-14: Appoint Authorized IMRF Agent**
- F. **RESOLUTION 16-R-15: Approve Change in Authorized Signatures – Multi-Bank Securities, Inc.**
- G. **ORDINANCE 16-O-23: Reduce Number of Class C Liquor Licenses**
- H. **ORDINANCE 16-O-24: Amend Code re: Number of Class A, B, and F-1 Liquor Licenses**
- I. Use of Village Property: DAMAC

- J. Use of Village Property: Lake County Fair Association
- K. Approve Raffle License Request: Libertyville Junior Woman's Club
- L. Approve Raffle License Request: Northpointe Resources, Inc.
- M. Approve Plat of Consolidation: 2400 Commerce Drive
- N. Award Contract for Traffic Signal Pole Painting
- O. Approve Membership – HGAC Joint Purchasing Cooperative
- P. Approve Request to Waive False Alarm Fees – LCFPD
- Q. ARC Reports
- R. Approve Professional Services Agreement for DAMAC – Wexler/Kollman

Trustee Johnson moved to adopt the items listed on the Omnibus Vote Agenda, with the amendment to Item 3Q-2, 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. The motion carried on roll call vote as follows:

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

NAYS: None

ZBA REPORT: Signage Variation, Libertyville Manor

President Wepler explained that Libertyville Manor Extended Care Facility is requesting approval for a series of sign variations to allow installation of new campus signage. The proposal includes three (3) business signs and eight (8) private directional signs. Motions to recommend approval for height and number of signs passed unanimously. Motions to recommend approval of sign size passed but not unanimously, with dissenters noting concerns with proposed sign size. The overall recommendation of the ZBA was for Village Board approval.

The Mayor then asked for questions and comments. Mr. James Babowice and Mr. Milan Stokovich were present to answer questions.

Trustee Johnson moved to approve the variations for signage, and Trustee Adams seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

CORNER SIDE YARD SETBACK VARIATION – 545 Carter Street

A. ZBA Report

President Wepler introduced a ZBA report regarding a request from owners of 545 Carter Street for a corner side yard setback to allow for renovation of a front porch. The proposed construction would require a reduction in the corner side yard setback from 30 feet to approximately 18'4". The ZBA concurred with the request. The Mayor asked for questions and comments. Mr. Zach Howell, the applicant, was available to answer questions. Director Spoden clarified the variation.

Trustee Moras moved to approve the variation of the setback, and Trustee Garrity seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

B. ORDINANCE 16-O-25: Approve Corner Side Yard Variation

President Wepler introduced the ordinance granting the variation of corner side yard setback. Trustee Adams moved to approve the ordinance, and Trustee Justice seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

AWARD CONTRACT FOR CHURCH STREET PARKING GARAGE (deferred from March 22, 2016)

President Wepler asked Trustee Johnson to act as President Pro Tem for the item due to his ownership of property in the TIF District.

President Pro Tem Johnson explained that competitive bids were initially opened on January 12, 2016 for the proposed Church Street Parking Structure. The three bids were formally rejected at the January 26, 2016 meeting. The design of the structure was modified in order to reduce costs to stay within the available budget funds. The proposed parking structure was then formally re-advertised for competitive bids on February 17, 2016. Four bids were received and opened on March 11, 2016.

At the Village Board meeting on March 22, 2016, the Board considered a staff recommendation that the contract be awarded to Walsh Construction Company II, LLC, based upon Staff recommendation that the two lowest bidders, Accel Pacific Joint Venture and McShane Construction, be disqualified for failure to comply with the General Instructions to Bidders.

The Accel bid failed to provide evidence that Accel had completed any precast parking structures or any other precast structures that could be considered similar. At the Village Board meeting only March 22, 2016, Accel made a presentation indicating that its personnel possessed the required experience. The agenda item was postponed to give Staff the opportunity to obtain further information from Accel. Staff then met with Accel representatives and determined that while certain members of its staff had experience in connection with the construction of precast parking structures, neither Accel Pacific Joint Venture nor its constituent entities, Accel Construction Services Group, LLC (formed in 2009) and Pacific Construction Services, Inc. (formed in 1993) had ever completed a precast parking structure that could be considered similar. Staff believes that Accel Pacific Joint Venture did not satisfy the criteria set forth in the Requirements for Qualifications and recommended that the bid submitted by Accel Joint Venture be disqualified pursuant to Section 15 of the General Instructions to Bidders.

President Pro Tem Johnson explained that with respect to the McShane bid, the Schedule of Prices form provided that the Bidder complete the work within 234 days of the commencement date and that the work be substantially complete within 220 days of the commencement date. This section was not subject to modifications by bidders. The McShane bid modified to provide that the work would be completed 268 days from the commencement date and substantially completed within 254 days following the commencement date. This modification to the bidding form, if accepted, would have decreased the amount of liquidated damages that McShane would be required to pay in the event that the project was not completed within the time allowed by the bid packet in its original form.

Staff believes that the lowest responsible and responsive bidder is Walsh Construction Company II, LLC, and that Walsh has extensive experience in completing similar parking structures and an excellent reputation in the industry. Included in the base bid were five alternates. Alternates #1 - #4 are deducts, and Alternate #5 is an addition. Staff recommended only proceeding with Alternate #1, which reduces Walsh Construction's price by \$28,000.00 to \$8,740,000.00. A video security system will be contracted separately with a previous quote of \$80,000 on the original larger parking structure design.

President Pro Tem Johnson noted that the Village's desired construction schedule was to have the parking structure substantially completed by the end of November. No bidders met that schedule, but Walsh Construction indicated substantial completion by the early part of January 2017. The major factor impacting a longer schedule is the availability of fabrication and delivery of pre-cast concrete panels. According to Walsh's schedule, construction will not start until mid May. Walsh Construction can be subject to liquidated damages in the amount of \$1,000/day for every day beyond the contract completion date.

Administrative Staff recommended that the contract for the Church Street Parking Structure be awarded to the lowest responsive and responsible bidder, Walsh Construction Company II, LLC in the not-to-exceed amount of \$8,740,000.00. Sufficient funding is available in the Tax Increment Financing District and other various funds for this work. President Pro Tem Johnson then asked for questions and comments.

Trustee Justice moved to reject the two lowest bids, and Trustee Moras seconded. The motion carried on roll call vote as follows:

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

NAYS: None

Trustee Moras moved to approve the contract with Walsh Construction Company, II, LLC. Trustee Gaines seconded. President Pro Tem Johnson explained that after debate,

rebidding, and delayed recommendation and approval, she was concerned about the date for construction commencement.

The motion carried on roll call vote as follows:

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

NAYS: Trustee Johnson

APPROVE TRANSFER OF GENERAL FUND RESERVES

President Weppler reported that at a March 29, 2016 Committee of the Whole meeting, the Village Board reviewed a memo regarding the General Fund's reserve balance along with options for the fund balance that is above what is required in the Fund Balance Policy. For the year ending April 30, 2016, the General Fund is projected to have an unreserved balance of \$14,524,673, which is approximately \$5.9 million above what is required in the policy. Various options were discussed, and the Village Board requested that Staff prepare an agenda supplement authorizing the following transfers from the General Fund:

- \$1.5 million to the Capital Projects Fund
- \$825,000 to the Police Pension Fund
- \$465,000 to the Fire Pension Fund
- \$210,000 to the IMRF Pension

An additional \$2.5 million will be retained in the General Fund to offset any impact due to the State's budget situation or to be used at a later date to call a portion of the Sports Complex bonds. Staff requested approval to transfer \$3 million from the General Fund. The Mayor then asked for questions and comments.

Trustee Moras moved to approve the transfer of funds, and Trustee Johnson seconded.

The motion carried on roll call vote as follows:

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

NAYS: None

PUBLIC HEARING: 2016-17 Village Budget

President Weppler explained that a public hearing on the proposed 2016-2017 Village Budget had been scheduled for 8:00 p.m. on Tuesday, April 12, 2016. A copy of the revised budget has been available for public inspection at the Village Hall since March 29, 2016.

A spreadsheet with all itemized individual line item changes was available along with the revised proposed budget summary sheets. Major change included:

- The reduction in the health insurance increase from 5% to 1.6%
- The addition of \$25,000 for the strategic plan
- \$3,000 for an audit of telecom tax
- \$15,000 for possible additional staffing in the senior center
- \$30,000 to replace a failed heater for the Schertz Building
- \$67,500 for Wastewater Improvements that are being moved to the 2015-2016 budget

- \$193,000 to purchase the ambulance from the Vehicle Replacement Fund in lieu of a lease purchase

As a result, the proposed 2016-2017 Budget includes revenues of \$58,846,465 and expenditures of \$67,935,765. While all operating funds are balanced, some of the Capital Projects funds have expenditures exceeding current year revenue, which will be funded with prior year fund balances. The General Fund remains balanced with a budgeted surplus of \$34,120. Following a Public Hearing, Staff will prepare an ordinance adopting the 2016-2017 Village Budget for consideration at the April 26, 2016 Village board meeting.

President Wepler opened the Public Hearing at 8:32 p.m. and asked for any public discussion. There being none, he closed the Public Hearing.

ORDINANCE 16-O-26: Approve Updates to Fee Schedule

President Wepler presented an ordinance to amend the Municipal Code and update the fee schedule. The majority of the changes either reflect minor adjustments or clarifications in fees based on the current cost of providing services, which were reviewed during the recent budget workshops. Highlights of the more noteworthy changes include:

1. Increase in employee and downtown resident parking annual permit fees from \$25-\$30 annually
2. Increase in water and sewer fees to reflect CLCJAWA and annual Village adjustments
3. Restructure and increase in Fire Department ambulance transportation fees
4. Clarification and adjustment to Engineering required cash deposits
5. Increase in Commuter Permit and Daily Fee Parking Fees
6. Increase payment in lieu of required parking from \$15,000 to \$20,000 per space

The updated fee schedule will become effective May 1, 2016. Staff recommended approval of the ordinance and update to the fee schedule. The Mayor asked for questions and comments.

Trustee Moras moved to approve the ordinance, and Trustee Garrity seconded. The motion carried on roll call vote as follows:

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

NAYS: None

ORDINANCE: Places for Eating Tax - *deferred*

AWARD CONTRACT FOR ANNUAL STREET SWEEPING SERVICES

President Wepler stated that on March 28, 2016, competitive bids were opened for the annual Street Sweeping Services Contract. Two bids were received, and TKG Environmental Services Group LLC submitted the lowest competitive bid in the amount of \$51,584.00.

The Refuse and Recycling Budget for street sweeping includes \$60,000, and the final cost is based on actual work quantities. Staff will use "in house" sweeper for the municipal parking lots. Staff has worked successfully with TKG, and recommended that the contract for annual Street Sweeping Services be awarded to TKG Environmental Services Group LLC in an amount not-to-exceed \$60,000. The Mayor asked for questions and comments.

Trustee Johnson moved to award the contract as recommended, and Trustee Adams seconded. The motion carried on roll call vote as follows:

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

NAYS: None

AWARD CONTRACT FOR SIDEWALK REPLACEMENT PROGRAM

President Wepler reported that seven bids were received and opened on March 8, 2016 for the 2016 Sidewalk Replacement Program. The municipalities of Libertyville, Cary, Grayslake, Fox River Grove, Lake Zurich, Lindenhurst, Mundelein, and Round Lake jointly solicited sealed bids for sidewalk and curb replacement work. The bids ranged from \$371,740.50 to \$935,968.00, and the lowest responsible bid was from Globe Construction of Addison, IL in the amount of \$371,740.50 (all communities' quantities combined). The Village has \$65,000.00 allocated in the Capital Improvement Fund for sidewalk replacement work. Staff recommended awarding the contract to Globe Construction. The Mayor asked for questions and comments.

Trustee Johnson moved to award the contract to Globe Construction and authorize execution. Trustee Justice 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 announced the following:

- The Committee of the Whole will meet on Wednesday, April 13, 2016 at 5:00 p.m. on Seventh Street in Libertyville to review a noise demonstration for potential tenants of Bridgepoint 94
- The Firefighters Pension Fund Board will meet on Monday, April 18, 2016 at 8:30 a.m. at the North Fire Station
- The Appearance Review Commission will meet on Monday, April 18, 2016 at 7:00 p.m.
- The Parking Commission will meet on Tuesday, April 19, 2016 at 10:00 a.m.
- The Finance Committee will meet on Tuesday, July 19, 2016 at 6:00 p.m.
- The License and Permits Committee will meet on Tuesday, April 19, 2016 at 6:30 p.m.
- The Fire and Police Committee will meet on Tuesday, April 19, 2016 at 7:00 p.m.
- The Economic Development Commission will meet on Wednesday, April 20, 2016 at 7:30 a.m.

- The Plan Commission/Zoning Board of Appeals will meet on Monday, April 25, 2016 at 7:00 p.m.
- The Streets Committee will meet on Tuesday, April 26, 2016 at 7:00 p.m.
- The Village Board will meet on Tuesday, April 26, 2016 at 8:00 p.m.

The Mayor and Village Board thanked Finance Director Pat Wesolowski for her service to the Village and wished her well on her retirement.

The Mayor thanked Boy Scout Troop 60 for attending the meeting.

ADJOURNMENT

With no further business, Trustee Johnson moved to adjourn, Trustee Moras seconded, and the motion carried on a unanimous voice vote at 8:40 p.m.

Respectfully submitted,

Sally A. Kowal
Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Patrice Sutton, Director of Finance

Summary of Funds

General Fund	\$144,383.14
Capital Improvement Fund	4,289.52
Commuter Parking Fund	2,344.44
Concord Special Service Area	0.00
Emergency Telephone System 911	1,409.70
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	0.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	28,855.59
Libertyville Sports/Comp	35,516.91
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	0.00
Road Improvement	7,444.50
Sales Tax Bond Fund	0.00
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	9,014.23
Timber Creek Special Service Area	0.00
Utility Fund	1,109,260.69
Vehicle Maintenance/Replacement Fund	972.45
Total - Accounts Payable	\$1,343,491.17
Total - Payroll 4/20/16	\$738,946.32
Grand Total	\$2,082,437.49

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on April 26, 2016 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Wepler, Mayor

Attest:

Sally A. Kowal, Village Clerk

Fund 01 GENERAL FUND
 Dept 0000 GENERAL

Invoice Line Desc Vendor Invoice Description Amount Check #

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
POSTAGE HOLDING A/C	UNITED STATES POSTAL SER	POSTAGE FOR METER #37196524	1,000.00	
SEX OFFENDER REGISTRATION	IL OFFICE OF THE ATTORNE	FY2016 SEX OFFENDER REGISTRATION	150.00	
SEX OFFENDER REGISTRATION	IL STATE POLICE-SEX OFFE	FY 2016 SEX OFFENDER REGISTRATION	150.00	
SEX OFFENDER REGISTRATION	TREASURER OF THE STATE O	2016 SEX OFFENDER REGISTRATION	25.00	
BB-14-0170 - PB-14-0377	AIRROOM ARCHITECTS & BUIL	BD Bond Refund	1,500.00	
BB-15-0172 - PE-15-0222	ALL SERVICE ELECTRIC CO	BD Bond Refund	500.00	
BB-15-0047 - PD-15-0006	BBB ENTERPRISES, INC.	BD Bond Refund	5,000.00	
BB-15-0224 - PB-15-0621	BCI ACRYLIC BATH SYSTEMS	BD Bond Refund	1,500.00	
BB-16-0004 - PB-16-0010	BCI ACRYLIC SYSTEMS INC	BD Bond Refund	500.00	
BEC-16-0001 - PENG-16-0013	BOLLINI COMPANY	BD Bond Refund	1,500.00	
BB-15-0198 - PB-15-0586	DB DEVELOPMENTS	BD Bond Refund	1,500.00	
BERC-13-0030 - PENG-13-0196	DRH INC SOUTH DISB ACCO	BD Bond Refund	4,000.00	
BED-13-0016 - PENG-13-0195	DRH INC SOUTH DISB ACCO	BD Bond Refund	4,000.00	
BB-14-0159 - PB-14-0347	FULLERTON ENGINEERING CO	BD Bond Refund	1,500.00	
BB-14-0028 - PB-14-0028	GREAT ROOMS DESIGNERS &	BD Bond Refund	560.00	
BB-14-0203 - PB-14-0478	HEARTWOOD CABINERY & DE	BD Bond Refund	500.00	
BB-14-0195 - PB-14-0470	INSITE RE INC	BD Bond Refund	1,500.00	
BB-15-0246 - PB-15-0764	LAKE COUNTY FOREST PRESE	BD Bond Refund	500.00	
BERC-14-0017 - PENG-14-0143	LAZZARETTO CONSTRUCTION	BD Bond Refund	1,500.00	
BED-14-0013 - PENG-14-0142	LAZZARETTO CONSTRUCTION	BD Bond Refund	4,000.00	
BB-14-0300 - PB-14-0768	MCCALLUM, JAY & SARAH	BD Bond Refund	1,000.00	
BB-15-0202 - PB-15-0619	MK INDUSTRIES INC	BD Bond Refund	500.00	
BB-15-0041 - PB-15-0059	MODERN CONTRACTORS INC	BD Bond Refund	500.00	
BB-15-0219 - PB-15-0706	PRINCE, TODD & ANN MARIE	BD Bond Refund	1,500.00	
BB-15-0230 - PB-15-0736	TJM CARPENTRY	BD Bond Refund	500.00	
WASTE TAGS-DUE TO GROOT	GROOT INDUSTRIES INC	WASTE TAG SALES 3/16	96.75	
BUILDING PERMITS	CENTER GUARD PLUMBING	REFUND PERMIT FEE INV #00044074	60.00	
AMBULANCE FEES	BLUE CROSS/BLUE SHIELD	AMBULANCE OVERPYMT SERV DATE 12/30/15	785.84	
DAMAGE TO VILLAGE PROPERTY	IRMA	FEBRUARY 2016 DEDUCTIBLE	(9,739.85)	
Total For Dept 0000 GENERAL			23,587.74	
Dept 0100 ADMINISTRATION/FINANCE				
VITAL RECORDS	IL DEPT OF PUBLIC HEALTH	DIST49.5/09705 DEATH CERT SURCHG	8,024.00	
TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	31.08	
SEC 125 ADMINISTRATIVE FEES	DISCOVERY BENEFITS	FLEX PLAN ADMIN 3/16	474.05	
EMPLOYEE PROGRAMS	GAIAM AMERICAS, INC	EMPLOYEE WELLNESS EQUIPMENT FOR SCHER	20.88	
TELEPHONE	CALL ONE	SERVICE 4/16	323.00	
OFFICE SUPPLIES	BAUVILLE DESKTOP PUBLIS	CERTIFICATE PAPER	31.45	
OFFICE SUPPLIES	VISTA PRINT	BUSINESS CARDS/SUTTON & SMITH	28.13	
OFFICE SUPPLIES	VISTA PRINT	REFUND ON SALES TAX	(1.65)	
TRAVEL, TRAIN, SUBSCRIP & DUES	IAMMA	ANNUAL CONFERENCE-AMIDEI	75.00	
TRAVEL, TRAIN, SUBSCRIP & DUES	MARRIOTT MADISON WEST	LODGING CONFERENCE/AMIDEI	184.50	
PUBLICATION	PADDOCK PUBLICATIONS, IN	NOTICE OF PUBLIC HEARING	74.75	
PRINTING	HAAPANEN	SPRING VILLAGE NEWSLETTER 2016	510.53	
MISCELLANEOUS	ADVOCATE OCCUPATIONAL HE	SPRING 2016 VILLAGE VIEWS NEWSLETTER	2,901.78	
MISCELLANEOUS	CURTIS FRAME	PRE-EMPLOYMENT EXAM & DRUG SCREEN	152.00	
CAPITAL OUTLAY	ADORAMA	PICTURE-RETIREMENT GIFT	131.66	
		CAMERA-VILLAGE USE	796.95	
Total For Dept 0100 ADMINISTRATION/FINANCE			13,758.11	
Dept 0201 ENGINEERING				
TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRIVATE DEVELOP. WDO PLAN REVIEW SER	355.00	
TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRIVATE DEVELOP. WDO PLAN REVIEW SER	355.00	

JOURNALIZED

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND
 Dept 0201 ENGINEERING

01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO PLAN REVIEW SER	426.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO PLAN REVIEW SER	355.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO PLAN REVIEW SER	710.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO PLAN REVIEW SER	355.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO PLAN REVIEW SER	284.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO PLAN REVIEW SER	497.00	
01-0201-4-710000	TELEPHONE	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	15.54	
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON	TONER	26.03	
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON	FILE FOLDERS	9.55	
01-0201-5-706000	REPLCMNT / CELL PHONE BATTERY	PETTY CASH GENERAL	REPLENISH PETTY CASH	42.89	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE	109.92	
01-0201-5-726000	MPLEAGE /IRMA PW STEERING COMMI	PETTY CASH GENERAL	REPLENISH PETTY CASH	41.15	
01-0201-5-726000	3 / FEB LAKE BRANCH LUNCH	PETTY CASH GENERAL	REPLENISH PETTY CASH	60.00	

Total For Dept 0201 ENGINEERING 3,722.83

Dept 0203 STREETS

01-0203-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	42.18	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/16	60.56	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/16	3,292.59	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/16	125.38	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/16	19.70	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/16	21.21	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/16	294.92	
01-0203-5-706000	MATERIALS AND SUPPLIES	J.E.B. BATTERY DISTRIBUT	BATTERIES	96.49	
01-0203-5-706000	MATERIALS AND SUPPLIES	MIDWEST PAVING EQUIPMENT	BIODEGRADABLE RELEASE AGENT / 5GALLO	139.00	
01-0203-5-706000	MATERIALS AND SUPPLIES	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	648.10	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	152.96	
01-0203-7-708000	STREETLIGHT MAINTENANCE	TRI-R FABRICATION LLP	REPAIR STREET LIGHT POLE	879.06	
01-0203-7-712000	MAINTENANCE BUILDINGS	BURRIS EQUIPMENT CO	RENTAL / SCISSOR LIFT	413.00	
01-0203-7-712000	MAINTENANCE BUILDINGS	BURRIS EQUIPMENT CO	RENTAL / SCISSOR LIFT	336.00	
01-0203-7-712000	MAINTENANCE BUILDINGS	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	45.61	
01-0203-7-712000	MAINTENANCE BUILDINGS	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	30.09	
01-0203-7-712000	MAINTENANCE BUILDINGS	CENTURY ELECTRICAL SUPPL	RETURN	(19.73)	
01-0203-7-712000	MAINTENANCE BUILDINGS	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	17.71	
01-0203-7-712000	MAINTENANCE BUILDINGS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	245.00	
01-0203-7-712000	MAINTENANCE BUILDINGS	SHERWIN-WILLIAMS	PAINT	50.33	
01-0203-7-712000	MAINTENANCE BUILDINGS	SHERWIN-WILLIAMS	PAINT	40.78	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	LANDSCAPE CONCEPTS MANAG	LANDSCAPE MAINT / PETERSON ROAD & LIF	377.00	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	SITE ONE LANDSCAPE SUPPL	ZONE CONTROLLER/ BTRFLD NORTH IRRIGAT	124.49	
01-0203-7-719000	MAINTENANCE SIGNS	3M	SIGN MATERIALS	1,350.00	

Total For Dept 0203 STREETS 8,895.48

Dept 0204 SNOW REMOVAL AND ICE CONTROL

01-0204-5-706000	MATERIALS AND SUPPLIES	LOWE'S BUSINESS ACCOUNT	MAILBOXES / CLEANING SUPPLIES	87.70	
01-0204-5-706000	MATERIALS AND SUPPLIES	LOWE'S BUSINESS ACCOUNT	MAILBOX POSTS / NAILS	245.57	
01-0204-5-799000	SNOW PLOW MEALS	PETTY CASH GENERAL	REPLENISH PETTY CASH	64.21	

Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL 397.48

Dept 0301 PLANNING DIVISION

01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	109.94	
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	169.95	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0301 PLANNING DIVISION					
01-0301-3-742000	COPY MACHINE LEASE	T & T REPRODUCTIONS & SU	PLAIN PAPER COPIES	90.75	
01-0301-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	80.75	
01-0301-5-706000	MATERIALS AND SUPPLIES	VISTA PRINT	BUSINESS CARDS/SUTTON & SMITH	28.12	
01-0301-5-706000	MATERIALS AND SUPPLIES	VISTA PRINT	REFUND ON SALES TAX	(1.65)	
		Total For Dept 0301 PLANNING DIVISION		477.86	
Dept 0302 BUILDING SERVICES					
01-0302-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVICE	ACA TRACKING SOFTWARE FEES	26.64	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	17 SEMI-ANNUAL ELEVATOR INSPECTIONS	731.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	ELEVATOR PLAN REVIEW	100.00	
01-0302-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	80.75	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV/ARCHDIASES SUBDIVISION	2,272.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / 801 S MILW	639.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	COPELAND SCHOOL ADDITION/ENG SERV	1,136.00	
01-0302-6-790000	CAPITAL OUTLAY	BOS	3 CHAIRS	1,560.07	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE	109.94	
		Total For Dept 0302 BUILDING SERVICES		6,655.40	
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-5-706000	MATERIALS & SUPPLIES	SCHWEIGER, SHANNON	REIMB/ MAYOR'S BREAKFAST SUPPLIES	22.61	
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	AGING IN COMMUNITY	LUNCHEON SEMINAR	85.00	
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ICSC	DINNER-CONFERENCE	50.00	
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	LAKE COUNTY PARTNERS	2016 BIG EVENT 6/3 --2 REGISTRATIONS	100.00	
		Total For Dept 0303 ECONOMIC DEVELOPMENT		257.61	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 3/16	31.99	
01-0501-3-705000	CONTRACTUAL SERVICES	H & H TOWING	TOWING REPORT#16-9960	160.00	
01-0501-3-705000	CONTRACTUAL SERVICES	H & H TOWING	TOWING REPORT #16-9960	75.00	
01-0501-3-705000	CONTRACTUAL SERVICES	H & H TOWING	TOWING REPORT#16-9949	75.00	
01-0501-3-705000	CONTRACTUAL SERVICES	H & H TOWING	TOWING REPORT#16-9949	160.00	
01-0501-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTE	WEST INVESTIGATIVE INFO	215.05	
01-0501-3-721000	INTERGOVNTAL RISK MGMT AGENCY	IRMA	FEBRUARY 2016 DEDUCTIBLE	1,522.51	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	323.00	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	318.33	
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON	BELT CLIP	33.29	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	3.88	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL ASSN CHIEFS OF POLICE	REGISTRATION FOR TRAINING CONF	360.00	
01-0501-5-752000	UNIFORMS	AMAZON	HOLSTER	45.49	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / REED	99.99	
01-0501-5-752000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVICE	ACA TRACKING SOFTWARE FEES	104.34	
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	CDW GOVERNMENT, INC	REPLACEMENT KEYBOARD & SQUAD VIDEO DV	142.22	
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC		3,670.09	
Dept 0502 POLICE PATROL					
01-0502-3-705000	CONTRACTUAL SERVICES	H & H TOWING	OVERPYMT (OWNER PAID TOWING)	(160.00)	
01-0502-5-706000	MATERIALS AND SUPPLIES	KIESLER'S POLICE SUPPLY	TRAINING AMMUNITION	250.71	
01-0502-5-720000	DUI EQUIPMENT	CDW GOVERNMENT, INC	REPLACEMENT KEYBOARD & SQUAD VIDEO DV	168.96	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / HEYDE	233.24	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / MESERVE	50.49	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / PETERSEN	125.99	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / ULIKS	151.19	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / STECKENRIDER	138.00	

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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 0502 POLICE PATROL					
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / KINCAID	183.60	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / WOOD	183.60	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / SCHAEFFER	520.80	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / PLETCHER	134.42	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN-UNIFORMS / MESERVE	(209.85)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN - UNIFORMS / MESERVE	(40.49)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / STECKENRIDER	183.60	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / M JOHNSON	323.59	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / PETERSEN	183.60	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / BARATTI	125.99	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / SWIDER	260.40	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / KAPUSINSKI	138.00	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / ROSZKOWIAK	194.37	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / DELAO	206.58	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / KAPUSINSKI	122.40	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / ULIKS	122.40	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / MEEHAN	122.40	
01-0502-5-799000	MISCELLANEOUS	SECRETARY OF STATE	REIMBURSEMENT OF SUSPENSION OF LICENSE	10.00	
01-0502-6-790000	CAPITAL OUTLAY	TRAFFIC LOGIX	UNIVERSAL MOUNTING BRACKET ASSEMBLY	290.00	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	AMAZON	INDOOR FLUSH MOUNT KEYPAD	285.80	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	TASER INTERNATIONAL	TASERS & ACCESSORIES	6,027.71	
		Total For Dept 0502 POLICE PATROL		10,327.50	
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	INVESTIGATIONS CAMERA MEMORY CARDS	66.70	
		Total For Dept 0503 POLICE-INVESTIGATIONS		66.70	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	195.75	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	242.25	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	1,156.21	
		Total For Dept 0601 FIRE-ADMINISTRATION		1,594.21	
Dept 0602 FIRE PREVENTION					
01-0602-3-705000	CONTRACTUAL SERVICES	FIRE & SECURITY SYSTEMS, ALARM CONNECTION/ LAMES GREENFLD BLDG		150.00	
		Total For Dept 0602 FIRE PREVENTION		150.00	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	FEBRUARY 2016 DEDUCTIBLE	1,626.21	
01-0603-3-728000	TECHNICAL SERVICES	ANDRES MEDICAL BILLING,	AMBULANCE BILLING 3/16	3,539.76	
01-0603-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVICE	ACA TRACKING SOFTWARE FEES	95.46	
01-0603-5-707000	O2	AMERICAN GASES CORP	OXYGEN	131.67	
01-0603-5-707000	FIREFIGHTER SUPPLIES	ERLA INC	MAINT AGREEMENT / AMBULANCE COTS	1,313.95	
01-0603-5-707000	AMBULANCE SUPPLIES / GLOVES	MEDLINE INDUSTRIES	AMBULANCE SUPPLIES / GLOVES	993.78	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	RESCUE DIRECT, INC	TRAINING EQUIPMENT	690.67	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	VILLAGE OF BUFFALO GROVE	CPR INSTRUCTOR RE-CERTIFICATION	150.00	
		Total For Dept 0603 FIRE-EMERGENCY SERVICES		8,541.50	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-4-709000	UTILITIES - STATION 3	COMMONWEALTH EDISON CO	SERVICE 3/16	1,000.61	
01-0604-4-709000	UTILITIES - STATION 3	LAKE COUNTY DEPT OF PUBL	WATER/SEWER SERV 2/6--4/6/16 FIRE ST	124.11	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 3/16	80.75	
01-0604-5-706000	MATERIALS AND SUPPLIES	CARQUEST AUTO PARTS	MISC VEHICLE REPAIR PARTS, EQUIP PART	99.18	

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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 0604 FIRE-SUPPORT SERVICES					
01-0604-5-706000	LIGHT BULBS	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	116.40	
01-0604-5-706000	MATERIALS AND SUPPLIES	GREG'S LAWN MOWER & ENGI	GAS CAPS	24.46	
01-0604-5-707000	HELMET SHIELDS	PAUL CONWAY SHIELDS	HELMET SHIELDS	123.83	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / HALL	248.65	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / SCHMIDT	111.80	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / KWONG	49.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / CARANI	135.70	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / RECKLING	197.80	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / RECKLING	24.95	
01-0604-5-791000	FIRE ALARM SERVICE ST1	INT'L FIRE EQUIPMENT COR	TESTING SMOKE	32.50	
01-0604-7-712000	ST 1 OVERHEAD DOOR SERVICE	AERO GARAGE DOOR SYSTEMS	DOOR REPAIR / FIRE STW#1	390.00	
Total For Dept 0604 FIRE-SUPPORT SERVICES				2,760.69	
Dept 0701 PARKS					
01-0701-3-705000	CONTRACTUAL SERVICES	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	300.00	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	27.57	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	23.39	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	94.62	
01-0701-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	98.80	
01-0701-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC REPAIR PARTS/HARDWARE	13.99	
01-0701-5-728000	TREE SURGERY AND SPRAYING	CLEAN CUT TREE SERVICE	REMOVE TREES & LIMBS BEHIND ADLER HSE	1,650.00	
01-0701-5-728000	TREE SURGERY AND SPRAYING	LANDSCAPE CONCEPTS MANAG	2015-16 TREE PRUNING	4,457.00	
01-0701-5-752000	UNIFORMS	FORESTRY SUPPLIERS INC	PARK MAINT STAFF PPE	26.45	
01-0701-5-752000	UNIFORMS	GRAINGER INC	UNIFORMS / SWEATSHIRTS	434.20	
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	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	33.30	
01-0701-7-713000	MAINTENANCE GROUNDS	ARTHUR CLESEN INC	FERTILIZER	780.80	
01-0701-7-716000	MAINTENANCE ROADS/PARKING LOTS	LIBERTYVILLE HARDWARE	MISC REPAIR PARTS/HARDWARE	5.49	
Total For Dept 0701 PARKS				8,009.61	
Dept 0702 RECREATION					
01-0702-3-713000	INDEPENDENT CONTRACTOR	IL SHOTOKAN KARATE INC	WINTER 2016 KARATE INSTRUCTION	5,803.20	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	148.42	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	197.32	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	87.24	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	14.34	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	181.31	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	80.75	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	DISCOUNT SCHOOL SUPPLY	PRESCHOOL SUPPLIES	167.67	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB / PRESCHOOL SUPPLIES	39.85	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB / PRESCHOOL SUPPLIES	35.73	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB / PRESCHOOL SUPPLIES	374.12	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	ACA BOOKSTORE	SUPPLIES FOR CAMP	315.95	
01-0702-5-716000	DANCE PROGRAM EXPENSE	A WISH COME TRUE	DANCE COSTUME	34.00	
01-0702-5-722000	SEASONAL BROCHURES	FIORIELLI GRAPHICS & PRIN	SUMMER IS COMING POSTCARDS	647.00	
01-0702-5-722000	SEASONAL BROCHURES	U.S. POSTMASTER	SUMMER FUN POSTCARDS 2016	1,700.00	
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	KOWAL, CONNIE	REIMB / ACTIVE NET STAFF TRAINING MEA	71.86	
01-0702-5-750000	REFUNDS	NEMETH, JOHN	REFUND / DANCE CLS LESS COSTUME	198.33	
01-0702-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	1,150.00	
Total For Dept 0702 RECREATION				11,247.09	
Dept 0703 SWIMMING POOL OPERATIONS					

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 0703 SWIMMING POOL OPERATIONS					
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	85.45	
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	438.94	
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2 & 3/16	994.31	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	135.91	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	14.34	
01-0703-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	WHEN TO WORK, INC	SCHEDULE PROGRAM FOR THE POOL	240.00	
01-0703-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	284.16	
01-0703-7-716000	MAINTENANCE POOLS	HALOGEN SUPPLY CO INC	POOL SPRING START-UP SUPPLIES	3,407.82	
		Total For Dept 0703 SWIMMING POOL OPERATIONS		5,600.93	
Dept 0705 SENIOR PROGRAMS					
01-0705-3-713000	CONTRACTUAL SERVICES	CAFE POMIGLIANO	SENIOR DINER CATERING	55.00	
01-0705-3-713000	CONTRACTUAL SERVICES	CAFE POMIGLIANO	SENIOR DINER CATERING	60.00	
01-0705-3-713000	CONTRACTUAL SERVICES	CATERED PRODUCTIONS	SENIOR DINER CATERING	292.50	
01-0705-5-706000	PROGRAM MATERIALS AND SUPPLIES	ALBERTSONS	CONCESSION SUPPLIES, SR ST PAT'S DAY	29.98	
01-0705-5-706000	PROGRAM MATERIALS AND SUPPLIES	STUMPS PARTY	SPRING FLING EVENT	85.97	
		Total For Dept 0705 SENIOR PROGRAMS		523.45	
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
01-1000-4-710000	TELEPHONE	VERIZON WIRELESS	SERVICE 3/2--4/1/16	134.02	
01-1000-7-715000	SPRING TESTING 12 OUTDOOR WARNI	JS COMMUNICATIONS TECH L	SPRING TESTING 12 WARNING SIRENS	700.00	
		Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY		834.02	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, IN	NOTICE OF PUBLIC HEARING	86.25	
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	GANELLO'S PIZZA	DINNER FOR COMMITTEE OF THE WHOLE	107.06	
01-1200-5-771000	BD OF POLICE & FIRE COMMISSION	THEODORE POLYGRAPH SERVI	POLYGRAPH /NEW EMPLOYEE	150.00	
		Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES		343.31	
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	SWANSON, MARTIN & BELL,	LEGAL SERVICE 2/16	21,762.84	
01-1300-3-778000	LABOR COUNSEL	SEYFARTH SHAW ATTORNEYS	LEGAL SERVICES	126.25	
01-1300-3-779000	LITIGATION / STRAMPEL	SWANSON, MARTIN & BELL,	LEGAL SERVICE 2/16	185.00	
01-1300-3-779000	LITIGATION / BCS GOLF	SWANSON, MARTIN & BELL,	LEGAL SERVICE 2/16	1,973.50	
		Total For Dept 1300 LEGAL		24,047.59	
Dept 1500 CENTRAL BUSINESS					
01-1500-4-710000	DST PARKING	CALL ONE	SERVICE 4/16	134.49	
01-1500-7-712000	MAINTENANCE BUILDING	ADVENT SYSTEMS, INC	REPLACE CODE BLUE UNIT/ PKG GARAGE 3R	1,617.00	
01-1500-7-712000	MAINTENANCE BUILDING	LOWE'S BUSINESS ACCOUNT	PARKING GARAGE LIGHT BULBS	56.88	
		Total For Dept 1500 CENTRAL BUSINESS DST PARKING		1,808.37	
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-5-754000	NO IL SPECIAL RECREATION ASSN	SPECIAL REC ASSN OF CENT	ADDT'L INCLUSION 5/1/15--4/30/16	510.35	
		Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES		510.35	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	72.66	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	91.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ECC CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	450.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MCDONOUGH MECHANICAL SER	INSTALL / 10" TRANE VAV BOX - VLG HAL	2,683.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MCDONOUGH MECHANICAL SER	10" TRANE VAV BOX W/ ELEC HEAT VLG HA	2,017.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	TEMPERATURE EQUIPMENT CO	THERMOSTAT GUARD	20.40	

BOTH OPEN AND PAID

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Fund 01 GENERAL FUND
 Dept 1700 PUBLIC BUILDINGS
 01-1700-7-713000 MAINTENANCE - SCHERTZ BLDG 91.16
 01-1700-7-713000 MAINTENANCE - SCHERTZ BLDG 1,170.00
 Total For Dept 1700 PUBLIC BUILDINGS 6,595.22
 Total For Fund 01 GENERAL FUND 144,383.14

Fund 02 CONCORD SPECIAL SERVICE AREA
 Dept 0000 GENERAL
 02-0000-0-780000 RETENTION POND MAINT 30.19
 Total For Dept 0000 GENERAL 30.19
 Total For Fund 02 CONCORD SPECIAL SERVICE AREA 30.19

Fund 03 EMERGENCY TELEPHONE SYSTEM 911
 Dept 0000 GENERAL
 03-0000-3-705000 CONTRACTUAL SERVICES 950.62
 03-0000-4-710000 TELEPHONE 459.08
 Total For Dept 0000 GENERAL 1,409.70
 Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911 1,409.70

Fund 13 HOTEL/MOTEL TAX FUND
 Dept 0000 GENERAL
 13-0000-0-720000 COOK HOUSE 80.00
 13-0000-0-720000 COOK HOUSE 108.27
 13-0000-0-720000 COOK HOUSE 85.14
 13-0000-0-720000 COOK HOUSE 1,000.00
 13-0000-0-750000 MAINSTREET LIBERTYVILLE 10,000.00
 13-0000-0-759000 TOURISM PROMOTIONS 57.00
 13-0000-0-759000 TOURISM PROMOTIONS 3,115.40
 13-0000-0-759000 TOURISM PROMOTIONS 9,450.00
 13-0000-0-762000 CIVIC CENTER 44.27
 13-0000-0-762000 CIVIC CENTER 174.26
 13-0000-0-762000 CIVIC CENTER 1,500.00
 13-0000-0-762000 CIVIC CENTER 275.00
 13-0000-0-770000 SPORTS COMPLEX MARKETING 1,897.25
 13-0000-0-770000 SPORTS COMPLEX MARKETING 2,693.00
 13-0000-0-770000 SPORTS COMPLEX MARKETING 2,376.00
 Total For Dept 0000 GENERAL 28,855.59
 Total For Fund 13 HOTEL/MOTEL TAX FUND 28,855.59

Fund 14 COMPUTER PARKING FUND
 Dept 0000 GENERAL
 14-0000-4-708000 ELECTRICITY 148.81
 14-0000-4-710000 PHONE 54.33
 14-0000-4-710000 PHONE 153.00
 14-0000-5-706000 MATERIALS AND SUPPLIES 261.11
 14-0000-5-736000 CREDIT CARD FEES 957.46
 14-0000-5-736000 CREDIT CARD FEES 239.73
 14-0000-5-750000 REFUNDS 90.00
 14-0000-7-713000 MAINTENANCE GROUNDS 440.00
 Total For Dept 0000 GENERAL 2,344.44

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Fund 14 COMMUTER PARKING FUND

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND				2,344.44	
Dept 0000 GENERAL					
20-0000-0-401001	WATER	APFELDT, BETH	UB refund for account: 0210292900-07	81.27	
20-0000-0-401001	SEWER	APFELDT, BETH	UB refund for account: 0210292900-07	56.29	
20-0000-0-401001	WATER	COLLINS, MORGAN	UB refund for account: 0110623000-10	53.34	
20-0000-0-401001	SEWER	COLLINS, MORGAN	UB refund for account: 0110623000-10	37.23	
20-0000-0-401001	WATER	IRENA SHUKHAT & DONALD J	UB refund for account: 0102039416-01	22.06	
20-0000-0-401001	WATER	JOHN MCMAHON & KIM MEIER	UB refund for account: 0210291500-18	30.69	
20-0000-0-401001	WATER	JOHN MCMAHON & KIM MEIER	UB refund for account: 0210291500-18	30.69	
20-0000-0-401001	SEWER	JOHN MCMAHON & KIM MEIER	UB refund for account: 0210291500-18	21.42	
20-0000-0-401001	SEWER	JOHN MCMAHON & KIM MEIER	UB refund for account: 0210291500-18	21.42	
20-0000-0-401001	WATER	RANDSTAD STAFFING	UB refund for account: 0201006402-02	107.41	
20-0000-0-401001	WATER	SCHERLE, FREDERICO JAVI	UB refund for account: 0206158800-04	94.76	
20-0000-0-401001	SEWER	SCHERLE, FREDERICO JAVI	UB refund for account: 0206158800-04	66.15	
20-0000-0-401001	WATER	TREBULN SOLUTIONS GROUP	UB refund for account: 0106133900-05	64.01	
Total For Dept 0000 GENERAL				686.74	

Dept 2020 WATER DEPARTMENT

20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WATER/SEWER PRINTING & POSTAGE 3/16	424.70	
20-2020-3-728000	TECHNICAL SERVICES	GEARY ELECTRIC INC	HOOK UP VILLAGE LOCATOR / 405 CARTER	97.67	
20-2020-3-728000	TECHNICAL SERVICES	GEARY ELECTRIC INC	HOOK UP VILLAGE LOCATOR / ASHLEY LANE	195.33	
20-2020-3-728000	TECHNICAL SERVICES	GRAINGER INC	PRESSURE SWITCH REPLACEMENT RED TOP	146.34	
20-2020-3-728000	TECHNICAL SERVICES	HD SUPPLY WATERWORKS, LT	WATER TAP RED TOP/CENTRUM	175.00	
20-2020-3-728000	TECHNICAL SERVICES	M.F. SIMPSON COMPANY, IN	LEAK LOCATION SERV / 837 4TH AVE	610.00	
20-2020-3-728000	TECHNICAL SERVICES	MUNICIPAL & FINANCIAL SE	WATER & SEWER RATE STUDY	1,508.00	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	85.48	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	137.74	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	78.72	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	76.68	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	281.08	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	176.37	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	233.27	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	35.41	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	48.78	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	810.30	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	236.07	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	30.19	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2 & 3/16	396.17	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	34.07	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	638.95	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	80.75	
20-2020-5-706000	MATERIALS AND SUPPLIES	HD SUPPLY WATERWORKS, LT	WATER MIAN PARTS	199.30	
20-2020-5-706000	MATERIALS AND SUPPLIES	MEYER LABORATORY, INC	DEGREASER	125.00	
20-2020-5-706000	CHARGER FOR SCADA TABLET	PETTY CASH GENERAL	REPLENISH PETTY CASH	42.88	
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WATER/SEWER PRINTING & POSTAGE 3/16	697.17	
20-2020-5-726000	APWA MONTHLY MTG / WITPROCK	PETTY CASH GENERAL	REPLENISH PETTY CASH	20.00	
20-2020-5-726000	IEFA CERT RENEWAL / TOLL	PETTY CASH GENERAL	REPLENISH PETTY CASH	10.00	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TOLL, MICHAEL	PLUMBER LICENSE RENEWAL	115.00	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	37.76	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CRY JOINT ACT	CENTRUM MAINTENANCE	418.34	
20-2020-5-799000	MISCELLANEOUS	REORDER OF DEEDS	RELEASE LIEN	29.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	220.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	245.00	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	ENGINEERED SOLUTIONS MID	REBUILD VALVE & SPARE REBUILD KIT	1,831.76	
20-2020-7-716000	MAINTENANCE WATER LINE	THELEN MATERIALS LLC	SAND BACKFILL	718.74	
20-2020-7-716000	MAINTENANCE WATER LINE	VULCAN CONSTRUCTION MATE	STONE BACKFILL	791.73	
Total For Dept 2020 WATER DEPARTMENT				12,038.75	
Dept 2021 SEWER DEPARTMENT					
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	128.37	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	41.66	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	87.98	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	663.01	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	199.80	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	37.29	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	30.19	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/16	136.24	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/16	75.96	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2 & 3/16	63.36	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/16	40.39	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/16	30.19	
20-2021-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	292.29	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WATER/SEWER PRINTING & POSTAGE 3/16	697.17	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	CARQUEST AUTO PARTS	MISC VEHICLE REPAIR PARTS, EQUIP PART	66.44	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	SOCKET	11.71	
Total For Dept 2021 SEWER DEPARTMENT				2,602.05	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	11.10	
20-2022-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	OUTSIDE LAB TESTING	95.00	
20-2022-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 3/16	20,547.47	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	3,032.42	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	82.13	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	80.75	
20-2022-5-706000	MATERIALS AND SUPPLIES	ABSOLUTE STANDARDS INC	LAB SUPPLIES	270.00	
20-2022-5-706000	MATERIALS AND SUPPLIES	ATCO INTERNATIONAL	RESPIRATOR	87.40	
20-2022-5-706000	MATERIALS AND SUPPLIES	BASS PRO SHOPS	SUPPLIES FOR THE LAGOON	159.23	
20-2022-5-706000	MATERIALS AND SUPPLIES	BLUETARP FINANCIAL, INC	SLUDGE STORAGE SCRAPER	78.18	
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	DRILL BITS / SUPPLIES	336.08	
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	HAMMER DRILL BITS	109.36	
20-2022-5-706000	MATERIALS AND SUPPLIES	HACK CHEMICAL	LAB SUPPLIES	123.37	
20-2022-5-706000	MATERIALS AND SUPPLIES	HINKLEY SPRINGS	DISTILLED WATER	24.07	
20-2022-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC REPAIR PARTS/HARDWARE	38.55	
20-2022-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	TOOLS	58.01	
20-2022-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	DRILL BITS	92.54	
20-2022-5-706000	MATERIALS AND SUPPLIES	NORTH AMERICAN SAFETY IN	SAFETY GLASSES	15.00	
20-2022-5-706000	MATERIALS AND SUPPLIES	SEARS	GATE OPERATOR TRANSMITTER	124.64	
20-2022-5-706000	MATERIALS AND SUPPLIES	STEINER ELECTRIC COMPANY	LASER LEVEL	106.41	
20-2022-5-706000	MATERIALS AND SUPPLIES	WILKENS-ANDERSON COMPANY	LAB SUPPLIES	105.32	
20-2022-5-707000	CHEMICALS	BAXTER & WOODMAN INC	PRETREATMENT ENGINEERING	8,741.09	
20-2022-5-707000	CHEMICALS	K.A. STEEL CHEMICALS INC	SODIUM HYPOCHLORITE	1,773.51	
20-2022-5-707000	CHEMICALS	VIKING CHEMICAL COMPANY	DECHLOR SODIUM BISULFITE	349.57	
20-2022-5-718000	SLUDGE REMOVAL	SUBURBAN LABORATORIES, I	SLUDGE ANALYSIS	358.50	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	ATLAS CONCRETE LIFTING,	REMOVE & REPLACE CONCRETE	1,800.00	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUSHNELL INCORPORATED	PIPE / FLANGE	126.41	

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Fund 20 UTILITY FUND					
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUSHNELL INCORPORATED	PRIMER / CEMENT	31.41	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUSHNELL INCORPORATED	FLANGE	51.11	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	MCMASTER-CARR SUPPLY CO	EXPANSION JOINT CLAMP	421.72	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	PORTER PIPE & SUPPLY CO	PIPE GASKET	16.89	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	ALTERNATE POWER INDUSTRI	T-SWITCH SERVICE CALL	462.00	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	CUMMINS NPOWER, LLC	GENERATOR MAINT	715.00	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	CUMMINS NPOWER, LLC	GENERATOR REPAIR	1,213.09	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	ENVIRONMENTAL RESOURCES	2 CORNERSHAFT SPROCKETS	990.00	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	PISTON PUMP CONTROL PARTS	21.30	
		Total For Dept 2022 WASTE WATER TREATMENT PLANT		42,648.63	
Dept 2023 UTILITY-DEBT SERVICE					
20-2023-9-795000	PRINCIPAL PAYMENTS	THE BANK OF NEW YORK MEL	GO WW SS ARS 13B BOND PAYMENT	160,000.00	
20-2023-9-795000	PRINCIPAL PAYMENTS	THE BANK OF NEW YORK MEL	GO REF WW/SS ARS 14A BOND PYMT	255,000.00	
20-2023-9-795000	PRINCIPAL PAYMENTS	THE BANK OF NEW YORK MEL	GOB2015B REF BOND PYMT	60,000.00	
20-2023-9-795000	PRINCIPAL PAYMENTS	LIB GO 2012B BOND PYMT	LIB GO 2012B BOND PYMT	165,000.00	
20-2023-9-795000	INTEREST PAYMENTS	GO WW SS ARS 13B BOND PAYMENT	GO WW SS ARS 13B BOND PAYMENT	64,087.50	
20-2023-9-796000	INTEREST PAYMENTS	THE BANK OF NEW YORK MEL	GO REF WW/SS ARS 14A BOND PYMT	29,550.00	
20-2023-9-796000	INTEREST PAYMENTS	THE BANK OF NEW YORK MEL	GOB2015B REF BOND PYMT	61,209.71	
20-2023-9-796000	INTEREST PAYMENTS	LIB GO 2012B BOND PYMT	LIB GO 2012B BOND PYMT	41,350.00	
		Total For Dept 2023 UTILITY-DEBT SERVICE		836,197.21	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-6-750000	WWTP IMPR	PADDOCK PUBLICATIONS, IN	CLARIFIER #5 REHAB BID NOTICE	26.45	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	ENG SERV/ WWTP MASTER PLAN	8,499.88	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	ENG SERV /UPEFLOW CLARIFIER VALVE REBI	25.30	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	ENG SERV/ TUCKPOINTING DIGESTER & BRI	1,710.02	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	ENGINEERING ENTERPRISES	PETERSON ORAD BPS AND WATER MAIN PROJ	913.97	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	GEWALT HAMILTON ASSOCIAT	2016 WATER MAIN REPLACEMENT ENG. SERV	4,828.25	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	HUFF & HUFF INC	PETERSON ROAD BPS AND WATER MAIN CONS	47,902.08	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	JORGENSEN & ASSOCIATES,	2016 CONSTRUCTION SEASON CDDD ENG. SE	8,114.90	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	MICHEL'S CORPORATION	2017 WATERMAIN REPLACEMENT TOPO	5,214.42	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	STRAND ASSOCIATES, INC	2015 SANITARY SEWER REHAB-PROJ. NUMBE	7,083.60	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	STRAND ASSOCIATES, INC	Basin 7 Sanitary Sewer Rehab	8,579.44	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	TRINE CONSTRUCTION CORP	Basin 7 Sanitary /Sewer Rehab	12,482.49	
20-2024-6-772000	UNDERGROUND IMPROVEMENT		2016 WATER MAIN REPLACEMENT PROJ-PROJ	109,706.51	
		Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT		215,087.31	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-0-677000	DAMAGE TO VILLAGE VEHICLES	IRMA	FEBRUARY 2016 DEDUCTIBLE	(4,584.16)	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	DROP LIGHT	68.00	
30-0000-5-711000	GASOLINE & OIL	CARQUEST AUTO PARTS	MISC VEHICLE REPAIR PARTS, EQUIP PART	146.66	
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH	73.80	
30-0000-5-713000	VEHICLE PARTS	S & S ENERGY INC	CAR WASH	10.00	
30-0000-5-714000	VEHICLE PARTS	CARQUEST AUTO PARTS	MISC VEHICLE REPAIR PARTS, EQUIP PART	320.18	
30-0000-5-714000	VEHICLE PARTS	GLOBAL EMERGENCY PRODUCT	OIL COOLER	1,985.36	
30-0000-5-714000	VEHICLE PARTS	GROVE D.C. ELECTRIC, INC	REGULATOR	450.00	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	SWITCH HEADLIGHT ROCKER	44.35	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	SWITCH TURN SIGNAL	94.37	
30-0000-5-714000	VEHICLE PARTS	J.E.B. BATTERY DISTRIBUT	BATTERIES	417.81	
		Total For Fund 20 UTILITY FUND		1,109,260.69	

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Fund 30 VEHICLE MAINT/REPL SERVICE FD

Dept 0000 GENERAL	VEHICLE PARTS	KEITH BRZEZINSKI	WINDSHIELD SQUAD #006	345.00	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	BRAKE PARTS #001	162.82	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	LOWER CONTROL ARM #402	337.43	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	TURN/ WIGWAG LED SQUAD #006	343.54	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	BRAKE PARTS #003	162.82	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	REPAIR / SQUAD #10	192.31	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	REPAIR PARTS #317	122.59	
30-0000-5-714000	VEHICLE PARTS	WEST SIDE TRACTOR SALES	SEAL KIT #326	113.02	
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	CARQUEST AUTO PARTS	MISC VEHICLE REPAIR PARTS, EQUIP PART	100.05	
30-0000-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	6.66	
30-0000-7-712000	MAINTENANCE SHOP FACILITIES	CARQUEST AUTO PARTS	MISC VEHICLE REPAIR PARTS, EQUIP PART	59.84	
		Total For Dept 0000 GENERAL		972.45	

Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD 972.45

Fund 31 TECHNOLOGY EQUIP/REPL SER FD

Dept 0000 GENERAL	CONSULTING SERVICES	INNOVATIVE MSP SOLUTIONS	IT SUPPORT 3/22, 25, 29 & 4/1	2,500.00	
31-0000-3-728000	CONSULTING SERVICES	INNOVATIVE MSP SOLUTIONS	IT SUPPORT / SERVERS, WRKSTNS & E-MAIL	1,077.50	
31-0000-3-728000	CONSULTING SERVICES	INNOVATIVE MSP SOLUTIONS	IT SUPPORT 4/4, 7, 11 & 14	2,500.00	
31-0000-5-706000	COMPUTER SUPPLIES	CDW GOVERNMENT, INC	SOLID STATE HARD DRIVES	561.08	
31-0000-5-706000	COMPUTER SUPPLIES	CDW GOVERNMENT, INC	HARD DRIVE UPGRADES	374.05	
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES	BENTLEY SYSTEMS, INCORPO	SOFTWARE LICENSING	973.25	
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES	IT RIGHT, INC	REMOTE BACKUP 5/16-4/17	500.00	
31-0000-5-730000	WEB PAGE SERVICES	CONSTANT CONTACT	ENEMS SUBSCRIPTION FEE	5.00	
31-0000-6-790000	CAPITAL OUTLAY	AMAZON	SCANNER-ACTIVE NET UPGRADE	253.50	
31-0000-7-715000	HARDWARE MAINTENANCE	CDW GOVERNMENT, INC	HP 6200 4 GIG MEM MODULES	269.85	
		Total For Dept 0000 GENERAL		9,014.23	

Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD 9,014.23

Fund 40 CAPITAL IMPROVEMENT FUND

Dept 0000 GENERAL	ANNUAL ROAD IMPROVEMENT PRGM	AMAZON	FILE FOLDERS	138.02	
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM	CIVILTECH	2015 STREET RECONSTRUCTION PROJ. ENG.	609.00	
40-0000-0-773000	STORM SEWER IMPROVEMENTS	GEWALT HAMILTON ASSOCIAT	LCDOT BIKE PATH DRAINAGE PROJ ENG ERY	1,312.50	
40-0000-0-784000	SIDEWALKS AND BIKE PATHS	BUHRMAN DESIGN GROUP INC	PAVER BRICK REPAIR	2,230.00	
		Total For Dept 0000 GENERAL		4,289.52	

Total For Fund 40 CAPITAL IMPROVEMENT FUND 4,289.52

Fund 41 ROAD IMPROVEMENT FUND

Dept 0000 GENERAL	ROAD REHABILITATION	RUBINO ENGINEERING INC	2016 PAVEMENT RESURFACING MATERIALS T	807.00	
41-0000-6-773000	ROAD REHABILITATION	RUBINO ENGINEERING INC	2017 PAVEMENT RESURFACING PROJ-ENG SE	6,637.50	
41-0000-6-773000		Total For Dept 0000 GENERAL		7,444.50	

Total For Fund 41 ROAD IMPROVEMENT FUND 7,444.50

Fund 60 LIBERTYVILLE SPORTS COMP FUND

Dept 6001 ISC-INDOOR SPORTS CENTER	CONTRACTED SERVICES	ALEKSANDAR KOCMAR	WTR2015 BSKTBL REF 60\$30	180.00	
60-6001-3-707000	CONTRACTED SERVICES	BENJAMIN SAUER	2016WTR SOCCER REF 60\$15, 30\$18,	264.00	
60-6001-3-707000		Total For Fund 41 ROAD IMPROVEMENT FUND		7,444.50	

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BOTH OPEN AND PAID

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	DALE STEFANSKI	2016WTR SOCCER REF 40\$25, 40\$30	220.00	
60-6001-3-707000	CONTRACTED SERVICES	DANIEL HINESTROSA	2016WTR SOCCER REF 20\$15, 20\$20, 150\$	535.00	
60-6001-3-707000	CONTRACTED SERVICES	ELYSE GEOFFRAY	2016WTR SOCCER REF 30\$15	45.00	
60-6001-3-707000	CONTRACTED SERVICES	FRAY DURSEN	2016WTR SOCCER REF 40\$18	72.00	
60-6001-3-707000	CONTRACTED SERVICES	EXCELLENT MAIDS CORP	2016WTR SOCCER REF 80\$25, 90\$30	470.00	
60-6001-3-707000	CONTRACTED SERVICES	GRANT WIDMARK	2016WTR SOCCER REF 30\$18	54.00	
60-6001-3-707000	CONTRACTED SERVICES	JAMES C THOMAS	2016WTR SOCCER REF 100\$15	150.00	
60-6001-3-707000	CONTRACTED SERVICES	JOHNNIE RIVAS	2016WTR SOCCER REF 80\$15, 70\$25	295.00	
60-6001-3-707000	CONTRACTED SERVICES	MOSHEN TARASSOLY	2016WTR SOCCER REF 60\$18, 50\$20,	308.00	
60-6001-3-707000	CONTRACTED SERVICES	NELSON BOYD	2016WTR SOCCER REF 10\$15, 20\$18	51.00	
60-6001-3-707000	CONTRACTED SERVICES	PREM KUMAR	2016WTR SOCCER REF 70\$15, 40\$18, 60\$	932.00	
60-6001-3-707000	CONTRACTED SERVICES	ROBERT BUEGE	2016WTR SOCCER REF 30\$25	75.00	
60-6001-3-707000	CONTRACTED SERVICES	SEBASTIAN HINESTROSA	2016WTR SOCCER REF 20\$15, 50\$18, 30\$	230.00	
60-6001-3-707000	CONTRACTED SERVICES	THOMAS, JAMES	2016WTR SOCCER REF 40\$15	60.00	
60-6001-3-707000	CONTRACTED SERVICES	VIJAY KUMAR	2016WTR SOCCER ASSIGNOR & REF	1,254.00	
60-6001-3-713000	INDEPENDENT CONTRACTORS	JELLY BEAN SPORTS, INC	SOCCER PREP 2-3 INSTRUCTION	572.00	
60-6001-3-713000	INDEPENDENT CONTRACTORS	K H KIM'S TAEKWONDO	2016WTR TAEKWONDO INSTRUCTION 1/5--3	3,024.00	
60-6001-3-721000	INTERGOVERNMENTAL RISK MGT	IRMA	FEBRUARY 2016 DEDUCTIBLE	148.50	
60-6001-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	195.75	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	1,416.11	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	145.45	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	176.65	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	TAYLOR RENTAL CENTER	SCISSOR LIFT RENTAL	60.00	
60-6001-5-716000	CONCESSIONS	ALBERTSONS	CONCESSION SUPPLIES, SR ST PAT'S DAY	47.35	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	692.63	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	567.08	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	651.48	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	805.96	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	372.28	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	2,220.28	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	CREDIT CARD SIGN	38.74	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	ALBERTSONS	CONCESSION SUPPLIES, SR ST PAT'S DAY	7.98	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	FIORELLI GRAPHICS & PRIN	FREE THROW CHALLENGE POSTERS	36.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	LIBERTYVILLE SUNSET FOOD	MEETING SUPPLIES	30.92	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	HARRY MILLER APPLIANCES,	WASHER & DRYER REPAIRS	155.00	
60-6001-5-751000	CLIMBING WALL/FRONT DESK	AMAZON	REFUND-CLIMBING HOLDS	(152.00)	
60-6001-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	304.54	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 3/16	3,290.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	STRIP & WAX / LSC PRESCHOOL DANCE ROO	250.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	LSC ADD'L JANITORIAL SERVICE 3/16	320.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	STRIP LSC YELLOW COURTS #1 & #2 3/7/	224.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	LSC / ADD'L SCRUB SERV	576.00	
60-6001-7-712000	MAINTENANCE BUILDING	GEARY ELECTRIC INC	REPAIR LIGHT-1950 US RT 45	845.45	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	MEMPHIS NET & TWINE CO.,	TWISTED NYLON TWINE	39.15	
60-6001-7-712000	MAINTENANCE BUILDING	MGN LOCK-KEY & SAFES, IN	REBUILD 4 #4041 CLOSERS	540.00	
60-6001-7-712000	MAINTENANCE BUILDING	MGN LOCK-KEY & SAFES, IN	REPLACE REBUILT DOOR CLOSER/ FIX FITN	188.00	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	710.50	
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOW PLOWING/SALTING 3/25	169.00	
Total For Dept 6001 LSC-INDOOR SPORTS CENTER				23,879.80	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6002 LSC-GOLF LEARNING CENTER					
60-6002-3-721000	INTERGOVERNMENTAL RISK MGMT	IRMA	FEBRUARY 2016 DEDUCTIBLE	10,000.00	
60-6002-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	768.39	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	117.77	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 4/16	96.90	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	RANGE AUTOMATION SYSTEMS	CARD ENCODING	166.00	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	UNITED PARCEL SERVICE	SHIPPING	9.30	
60-6002-7-713000	MAINTENANCE GROUNDS	NEHER ELECTRIC SUPPLY IN	DRIVING RANGE LIGHT BULBS	216.36	
		Total For Dept 6002 LSC-GOLF LEARNING CENTER		11,374.72	
Dept 6003 LSC-FAMILY ENTERTAINMENT CENTER					
60-6003-0-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/16	262.39	
		Total For Dept 6003 LSC-FAMILY ENTERTAINMENT CENTER		262.39	
		Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND		35,516.91	

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund Totals:

Fund 01	GENERAL FUND			144,383.14	
Fund 02	CONCORD SPECIA			30.19	
Fund 03	EMERGENCY TELE			1,409.70	
Fund 13	HOTEL/MOTEL TA			28,855.59	
Fund 14	COMMUTER PARKI			2,344.44	
Fund 20	UTILITY FUND			1,109,260.69	
Fund 30	VEHICLE MAINT/			972.45	
Fund 31	TECHNOLOGY EQU			9,014.23	
Fund 40	CAPITAL IMPROV			4,289.52	
Fund 41	ROAD IMPROVEME			7,444.50	
Fund 60	LIBERTYVILLE S			35,516.91	

Total For All Funds: 1,343,521.36



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Ordinance Granting Sign Variations (ZBA 15-29) at 610 Peterson Road – Libertyville Manor Extended Care Facility, Inc., Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant sign variations to allow for the installation of campus signage at 610 Peterson Road. The Village Board approved this request at their April 12, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 26, 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 SIGN VARIATIONS
AT 610 PETERSON ROAD

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 SIGN VARIATIONS
AT 610 PETERSON ROAD

WHEREAS, Libertyville Manor Extended Care Facility, Inc. (the “Lessee”) is the lessee of property located at 610 Peterson Road 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, the Subject Property is zoned in an IB, Institutional Buildings District pursuant to the Libertyville Zoning Code; and

WHEREAS, the Lessee filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking variations to Section 11-15 of the Libertyville Zoning Code to: 1) increase the maximum permitted number of freestanding business signs from one (1) to three (3); 2) increase the maximum permitted height of a freestanding business sign from six (6) feet to approximately seven (7) feet in order to install a monument sign; 3) increase the maximum permitted gross surface sign area for all business signs from 32 square feet to approximately 99.8 square feet; 4.i.) reduce the minimum required setback from 25 feet to approximately 10 feet for a freestanding business sign located next to the west entrance of the Libertyville Manor Extended Care Facility in order to permit the installation of a 10.6 square foot entrance sign; 4.ii.) reduce the minimum required setback from 25 feet to approximately 10 feet for a freestanding business sign located next to the east entrance of the Libertyville Manor Extended Care Facility in order to permit the installation of a 10.6 square foot entrance sign; and 4.iii.) reduce the minimum required setback from 25 feet to approximately 2 feet for a freestanding business sign located between the two driveway entrances of the Libertyville

Manor Extended Care Facility in order to permit the installation of a 78.5 square foot entrance monument sign; and 5.i.) increase the maximum permitted sign area from two (2) square feet to approximately 10.6 square feet for three (3) double panel private traffic direction signs; and 5.ii.) increase the maximum permitted sign area from two (2) square feet to approximately 5.3 square feet for five (5) single panel private traffic direction signs for property located in an IB, Institutional Buildings District; and

WHEREAS, on January 18, 2016, and February 15, 2016, the Development Review Committee reviewed and recommended to deny the variations for number of freestanding business signs, gross surface sign area; setback for three (3) freestanding business signs; and sign area for Private Traffic Direction Signs; and

WHEREAS, on January 18, 2016, and February 15, 2016, the Development Review Committee reviewed and recommended to approve the requested variation for height of a freestanding business sign; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on November 7, 2015, in the *Daily Herald*, held a public hearing at 7:00 p.m., commencing on November 23, 2015, and concluding on March 28, 2016, in the Libertyville Village Hall, 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variations; and

WHEREAS, on February 22, 2016, and March 28, 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 variations be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 15-29, dated as of April 6, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Lessee'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 findings of the Zoning Board of Appeals, as set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 15-29, dated as of April 6, 2016, shall be, and they hereby are, accepted and adopted as herein modified by the President and Board of Trustees of the Village of Libertyville. In addition and without limitation of the foregoing, 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 location, layout, and elevation of the subject property is unique since it is located below the elevation of the center of the road and thus not immediately visible to traffic.
3. Not Self-Created. The hardship was not created by the applicant, but is a result of the combination of the property's existing terrain, the types for visitors to its facility, and the overall traffic patterns. The applicant's goal is to increase driver safety in and around the facility.
4. Denied Substantial Rights. The applicant would be denied substantial rights if denied the variation since the variation provides the applicant the same right shared by other businesses in the community; the right to have customers identify their businesses through reasonable signage.
5. Not Merely Special Privilege. The granting of a variation to the applicant would not be a

special privilege since the variation is aimed at increasing traffic safety on Peterson Road and within the Libertyville Manor campus with the result of fewer accidents and collisions.

6. Code and Plan Purposes. The variation would result in a use that would be in harmony with the general and specific purpose for which the Code was enacted since the Code allows businesses reasonable use of their property and the intent is to encourage business growth in the commercial areas of the Village.
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 reasonable means available to the applicant by which the hardship can be avoided or remedied to a degree sufficient to allow a reasonable use of the property.

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 Article 16-8.5 of the Libertyville Zoning Code, do hereby grant to Lessee, as a personal privilege, variations to: 1) increase the maximum permitted number of freestanding business signs from one (1) to three (3); 2) increase the maximum permitted height of a freestanding business sign from six (6) feet to approximately seven (7) feet in order to install a monument sign; 3) increase the maximum permitted gross surface sign area for all business signs from 32 square feet to approximately 99.8 square feet; 4.i.) reduce the minimum required setback from 25 feet to approximately 10 feet for a freestanding business sign located next to the west entrance of the Libertyville Manor Extended Care Facility in order to permit the installation of a 10.6 square foot entrance sign; 4.ii.) reduce the minimum required setback from 25 feet to approximately 10 feet for a

freestanding business sign located next to the east entrance of the Libertyville Manor Extended Care Facility in order to permit the installation of a 10.6 square foot entrance sign; and 4.iii.) reduce the minimum required setback from 25 feet to approximately 2 feet for a freestanding business sign located between the two driveway entrances of the Libertyville Manor Extended Care Facility in order to permit the installation of a 78.5 square foot entrance monument sign; and 5.i.) increase the maximum permitted sign area from two (2) square feet to approximately 10.6 square feet for three (3) double panel private traffic direction signs; and 5.ii.) increase the maximum permitted sign area from two (2) square feet to approximately 5.3 square feet for five (5) single panel private traffic direction signs for property located in an IB, Institutional Buildings District; provided, however, that these variations shall be, and hereby are, expressly made subject to the conditions and limitations set forth in Section Four below.

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

- (a) The variations hereby granted shall run only to the Lessee, as a personal privilege, and only with respect to the specific signs that are the subject of the Lessee's application.
- (b) Signs shall be constructed, used and maintained only in strict conformity with (i) the documents and plans submitted to the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 15-29; and (ii) all ordinances, rules and regulations of the Village and the requirements of the Village thereunder.

SECTION FIVE: Compliance. The failure or refusal of the Lessee at any time in the future to comply with the terms of this ordinance shall subject the Lessee 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 Lessee shall 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

Parcel 1: The West 420.5 Feet Of The East 882.5 Feet Of That Part Of The East 1/2 Of The Northwest 1/4 Of Section 8, Township 44 North, Range 11 East Of The Third Principal Meridian, Lying South Of The North 1755 Feet Thereof, Except That Part Thereof Described As Follows: Beginning At A Point On The East Line Of Said Parcel, 66.61 Feet Northerly From The South Line Of Said Northwest 1/4; Thence Southerly Along Said East Line, 66.61 Feet To The South Line Of Said Northwest 1/4; Thence Westerly On The South Line Of Said Northwest 1/4, 420.50 Feet; Thence Northerly Parallel To The East Line Of Said Northwest 1/4, 47.99 Feet; Thence Easterly On A Curve Varying Toward The South, The Radius Of Which Is 17, 263.74 Feet To The Point Of Beginning, In Lake County, Illinois.

Parcel 1-1: Easement For Ingress And Egress, Construction And Maintenance, As Defined By The Joint Declaration Of Easement Dated May 6, 1986, And Recorded June 10, 1986, As Document 2449977 Over That Part Of The West 432 Feet Of The East 462 Feet Of The South 626 Feet, Lying Westerly Of The Existing Building, Of The Northwest 1/4 Of Section 8, Township 44 North, Range 11 East Of The Third Principal Meridian, Bounded By A Line Described As Follows, To-Wit: Commencing At The Northwest Corner Of The Said West 432 Feet Of The East 462 Feet Of The South 626 Feet Of Section 8; Thence Southerly Along The Westerly Line Of Said West 432 Feet Of The East 462 Feet Of The South 626 Feet Of Section 8 For A Distance Of 125 Feet To The Point Of Beginning Of This Legal Description; Thence Continuing Southerly Along The Aforesaid Line For A Distance Of 245 Feet; Thence Northeasterly Along A Line To A Point On The Westerly Face Of The Said Existing Building Which Is 257 Feet Southerly Of The North Line Of The Said South 626 Feet Of Section 8; Thence Northerly Along The Said Westerly Face Of The Existing Building For A Distance Of 22 Feet; Thence Northwesterly Along A Line To The Said West Line Of The East 462 Feet Of The Northwest 1/4 Of Section 8, And The Point Of Beginning, In Lake County, Illinois.

Parcel 2: The West 432 Feet Of The East 462 Feet Of The South 701 Feet Of The Northwest 1/4 Of Section 8, Township 44 North, Range 11 East Of The Third Principal Meridian, Except Therefrom That Part Of The Northwest 1/4 Of Section 8, Township 44 North, Range 11 East Of The Third Principal Meridian, Bounded And Fully Described As Follows: Beginning At A Point On The East Line Of Said Northwest 1/4 Said Point Being 74.76 Feet North Of The Southeast Corner Thereof; Thence South On The East Line Of Said Northwest 1/4, 74.76 Feet To The South East Corner Thereof; Thence Westerly On The South Line Of Said Northwest 1/4, 462.00 Feet; Thence Northerly Parallel With The East Line Of Said Northwest 1/4, 66.61; Thence Easterly On A Curve Varying Toward The South The Radius Of Which Is 17, 263.74 Feet To Said Point Of Beginning, In Lake County, Illinois.

Parcel 2-1: Easement For Ingress And Egress Over That Part Of The Northwest 1/4 Of Section 8, Township 44 North, Range 11 East Of The Third Principal Meridian, Described As Follows: Commencing At The Southeast Corner Of Said Quarter Section; Thence North Along The East Line Thereof 74.76 Feet To The North Line Of Peterson Road And Point Of Beginning; Thence Continuing North Along The East Line Of Said Quarter Section 30.0 Feet; Thence West At Right Angles To Said East Line 30.0 Feet; Thence South Parallel With The East Line Of Said Quarter Section To The North Line Of Said Road; Thence East Along Said North Line To The Point Of Beginning, As Created By Instrument Recorded March 14, 1978, As Document 1903576, In Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Ordinance Approving an Extension of the Moratorium Relating to Demolition Permits for Commercial Buildings in the C-1, Downtown Commercial Zoning District

Staff Recommendation: Approve Ordinance.

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

Background: Pursuant to Ordinance No. 12-O-15, the Village Board adopted a Historic Preservation Ordinance, which provides a process for the surveying of property within the Village for possible landmark designation and possible preservation of properties which are identified in the survey. The survey is being conducted by the Historic Preservation Commission which was appointed on October 28, 2014. In order to allow the newly appointed Commission to conduct its initial survey, and in order to protect against the demolition of historically significant buildings and structures, the Village Board adopted Ordinance No. 14-O-71, which approved a six (6) month moratorium prohibiting the issuance of demolition permits for commercial and industrial buildings within the Village. In order to allow the Historic Preservation Commission to continue its efforts to complete the initial survey, Staff recommends that the moratorium be extended for an additional six (6) month period. The attached ordinance provides for an extension of the moratorium through October 28, 2016.

The affirmative vote of a majority of the Trustees holding office is required for the adoption of this ordinance. Consequently, four (4) positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MORATORIUM
ON THE PROCESSING AND ISSUANCE OF DEMOLITION PERMITS
RELATING TO THE EXTERIOR WALLS AND ROOFS
OF ANY COMMERCIAL BUILDINGS LOCATED WITHIN THE
TAX INCREMENT FINANCING DISTRICT
OF THE VILLAGE OF LIBERTYVILLE, ILLINOIS

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 16-O-___

AN ORDINANCE AUTHORIZING AN EXTENSION OF THE MORATORIUM
ON THE PROCESSING AND ISSUANCE OF DEMOLITION PERMITS
RELATING TO THE EXTERIOR WALLS AND ROOFS
OF ANY COMMERCIAL BUILDINGS LOCATED WITHIN THE
TAX INCREMENT FINANCING DISTRICT
OF THE VILLAGE OF LIBERTYVILLE, ILLINOIS

WHEREAS, the Village of Libertyville (the “Village”) is committed to promoting and preserving the historic character of the Village; and

WHEREAS, pursuant to Ordinance No. 12-O-15 (the “Historic Preservation Ordinance”), the Village has established a Historic Preservation Ordinance which provides for the surveying of property within the Village and the designation of certain buildings as landmarks; and

WHEREAS, pursuant to Ordinance No. 14-O-70, the President and Board of Trustees amended Chapter 2 of the Municipal Code to create the Historic Preservation Commission; and

WHEREAS, on October 28, 2014, the President appointed and the Board of Trustees concurred in the appointment of seven (7) members to the Historic Preservation Commission; and

WHEREAS, on October 28, 2014, the President and Board of Trustees adopted Ordinance No. 14-O-71, which imposed a moratorium upon the issuance of permits for the demolition of the exterior walls and roofs of buildings within the Tax Increment Financing District of the Village in order to allow the Historic Preservation Commission to conduct surveys and research to identify neighborhoods, areas, sites, structures, and objects that have historic community, architectural or aesthetic importance, and interest or value, in order to allow for the designation of such areas, sites, structures, and objects to potentially be identified for landmark designation; and

WHEREAS, the President and Board of Trustees have found and determined that the demolition of commercial and industrial buildings within the Village prior to the completion of the initial survey by the Historic Preservation Commission would be inconsistent with the Village's long standing policy of preserving the historic character of the Village and, particularly, the properties located within the Village; and

WHEREAS, the President and Board of Trustees have found and determined that a six (6) month extension of the moratorium upon the processing and issuance of demolition permits pertaining to the demolition of any portion of the exterior walls and roofs of commercial buildings within the Tax Increment Financing District of the Village, pending the completion of the initial survey by the Historic Preservation Commission, is necessary in order to ensure the continued preservation of the historic character of the Village.

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

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

SECTION TWO: Extension of Moratorium. It is hereby declared that the moratorium enacted pursuant to Ordinance No. 14-O-71 is hereby extended upon the processing and issuance of demolition permits pertaining to the demolition of any portion of the exterior walls and roofs of commercial and industrial buildings located within the Tax Increment Financing District of the Village through October 28, 2016. This moratorium shall not be construed as a limitation upon the processing or issuance of permits for the remodeling of buildings pursuant to applications made and approved in accordance with Chapter 7 of the Libertyville Municipal Code.

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect after its passage approval and publication, in pamphlet form as provided by law.

SECTION FOUR: Expiration Date. The moratorium enacted by this Ordinance shall expire on October 28, 2016, unless otherwise extended pursuant to Section 17-12 of the Zoning Code.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Resolution for Change Order No. 1 to 2016 Underground Improvements Program Contract

Staff Recommendation: Adopt the Resolution

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

Background: As the contractor, Trine Construction Corporation makes progress on the 2016 Underground Improvement Project, the contractor and Village Staff have noted an item necessitating a change order to the original contract. An existing sanitary manhole located within the limits of Winchester Road pavement, which is under the jurisdiction of Lake County, is in extremely poor condition and near collapse. The quite extensive work involved to replace the manhole is beyond the Village's in-house capabilities. Staff has therefore requested a Change Order to the Contract with Trine Construction to utilize their equipment, manpower and resources to replace the manhole, which will also include the required traffic control & protection devices.

The attached Proposal from Trine Construction will result in a net increase of \$11,496.04 to the 2016 Underground Improvement Program Contract. The Proposal is based upon an estimated Time and Material Force Account. The final amount will be based upon actual labor expended and quantities constructed and will not exceed this amount without further Village Board approval. There are sufficient funds in the Water and Sewer Capital Improvements Fund (Account # 20-2024-6-772) for this additional cost.

Administrative Staff recommends the adoption of the attached resolution and approval for Change Order No.1. Four positive votes are required for approval.

<u>Equipment Expense</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Amount</u>
Backhoe (ECR58 B), Volvo (50.8 HP/5.000 CFT Bucket Cap.)		\$31.67	\$0.00
Backhoe (ECR88), Volvo (56.8 HP/.32CY Bucket Cap.)		\$49.15	\$0.00
Backhoe (ECR145 B), Volvo, (92 HP/0.88 yd3 Bucket Cap.)	8	\$74.75	\$598.00
Backhoe (ECR235CL), Volvo, (147 HP/1.51 yd3 Bucket Cap.)		\$102.22	\$0.00
Backhoe (EC360B LC), Volvo, (247 HP/2.45 yd3 Bucket Cap.)		\$131.69	\$0.00
Backhoe (PC490LC-10) Komatsu (359 HP/2.94 yd3 Bucket Cap.)		\$227.37	\$0.00
Loader (L60E), Volvo, (121 HP/2.2 yd3 Bucket Cap.)		\$46.79	\$0.00
Loader (L70E), Volvo, (135 HP/2.5 yd3 Bucket Cap.)		\$50.23	\$0.00
Loader (L70F), Volvo, (168 HP/3.0 yd3 Bucket Cap.)		\$64.64	\$0.00
Loader (963C), Caterpillar (158 HP/3.2 yd3 Bucket Cap.)		\$119.64	\$0.00
Skid Steer Loader (262C), Caterpillar (78 HP)		\$40.48	\$0.00
Loader (WL-50) Wacker Neuson (77.8 HP)	8	\$35.65	\$285.20
Skid Mounted Hydraulic Breaker (21 GPM)		\$13.24	\$0.00
Air Compressor (185 cfm) Ingersoll Rand (80HP)		\$19.75	\$0.00
Single Drum Vibratory Compactor (SD45F), Volvo (80 HP/Drum Width 54" Padfoot)		\$40.32	\$0.00
Trench Box 6x8	16	\$15.75	\$252.00
Cut-Off Saw (14")	94	\$4.00	\$376.00
Self Priming Trash Pump (2")	8	\$7.54	\$60.32
Self Priming Trash Pump (3")		\$8.96	\$0.00
Lowboy w/driver & Permits		\$187.50	\$0.00
Semi W/Driver 1 @ \$92.00 PER HOUR +15% MARKUP TO:	4	\$105.80	\$423.20
On Highway Flatbed Truck (F-450 Diesel) Ford		\$34.76	\$0.00
On Highway Light Duty Truck (F-350 Diesel) Ford Crew	10	\$26.15	\$261.50
On Highway Rear Dump Truck (C4500 Diesel) Chevy		\$49.03	\$0.00
On Highway Rear Dump Truck (International Dump)		\$63.64	\$0.00
Tilt Deck Utility Trailer		\$7.00	\$0.00
Wacker Vibratory Roller 1 1/4 Ton		\$33.02	\$0.00
Wacker Plate Compactor 33" 15 HP 15000# Hit		\$26.27	\$0.00
Subtotal Equipment			\$2,256.22

<u>Material Used</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
dumps	2	\$75.00	\$150.00
sanitary manhole w/	1	\$505.00	\$505.00
frame and lid	1	\$225.00	\$225.00
mastic	1	\$55.00	\$55.00
coupling	1	\$85.00	\$85.00
rings	1	\$20.00	\$20.00
flowable fill	7	\$95.00	\$665.00
high early	3	\$105.00	\$315.00
T C	1	\$690.00	\$690.00
plates	2	\$100.00	\$200.00
chimney seal	1	\$215.00	\$215.00
pipe	13	\$4.40	\$57.20
aggregate	1	\$75.00	\$75.00
Subtotal Material			\$3,257.20
Plus 15% on		\$3,257.20	\$488.58
Total Material			\$3,745.78

AFFIDAVIT

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

Trine Construction Corp.

By _____
 Jeff Truax
 Director of Operations

Total Labor	\$5,246.57
Total Equipment Expense	\$2,256.22
Total Materials	\$3,745.78
Total	\$11,248.57
Plus Bond 2%:	\$224.97
Plus 10% Markup to Bond:	\$22.50
Net Amount Due:	\$11,496.04

RESOLUTION 16-R-_____

A RESOLUTION APPROVING
CHANGE ORDER NO. 1 TO THE CONTRACT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
TRINE CONSTRUCTION CORPORATION

WHEREAS, the Village of Libertyville entered into a certain contract with Pirtano Construction for the 2016 Watermain Improvement Program throughout the Village which was approved by the President and Village Board of Trustees on February 23, 2016, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND 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 A for a net increase of \$11,496.04 and is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

Section 3. 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: _____ day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: _____ day of _____, 2016

Village President

ATTEST:

Village Clerk

EXHIBIT A

Change Order No. 1

Order No. 1
Date: 04/26/16
Agreement Date: 02/23/16

Name of Project: 2016 Underground Utility Improvements Program
Owner: Village of Libertyville
Contractor: Trine Construction Corporation

Justification: Additional cost to replace badly deteriorated sanitary manhole within the Winchester Road pavement.

Change of Contract Price

Original Contract Price:	\$1,200,000.00
Current Contract Price adjusted by Previous Change Orders:	\$1,200,000.00
The Contract Price due to this Change Order will be increased by:	\$ 11,496.04
The New Contract Price including this Change Order will be:	\$1,211,496.04

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: April 26, 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 listed in Exhibit A is intended to be sold at auction either through GovDeals, an online government surplus auction website and/or at the Obenauf Auctions spring auction.

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 Village Staff to sell Personal Property listed in Exhibit A at auction.

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

PASSED this _____ day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: _____ day of _____, 2016

ATTEST:

Terry Wepler, Village President

Sally Kowal, Village Clerk

Exhibit A

Quantity	Description	Serial Number
1	Snow Ex Hitch Mount Electric Salt Spreader	NA
1	Walk behind broadcast salt spreader	NA
1	Dewalt cordless sawzall	NA
1	Dewalt electric sawzall	NA
1	5hp walk behind leaf blower	NA
1	Bobcat 36 inch walk behind lawn mower	NA
41	Chairs	NA
3	Mobile Vision body microphones	None
1	Mobile Vision microphone holsters	None
3	Blackberry phones	
1	Intoximeter Alco-Sensor IV PBT	37047
1	3 ft. coaxial cable	None
9	Motorola HT1000 remote speaker mics	None
1	Toshiba USB floppy disk drive	2031784092
1	Computer cable, DB9 F to F 9 pin, 6 feet	None
1	Samsung portable DVD writer	R8KN6GAC301A5N
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0HKSA05642
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0IKSA08414
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0IKSA08260
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0HKSA05373
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0IKSA08192
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0IKSA08261
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0IKSA08245
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0HKSA05377
1	Panasonic DVD Multi-drive pack/CF-VDM311U	0HKSA05631
1	Motorola HT1000 UHF portable radio	402AVNG523Z
1	Motorola HT1000 UHF portable radio	402AYA7625Z
1	Motorola HT1000 UHF portable radio	402AUN38632
1	Motorola HT1000 UHF portable radio	402AVNG532Z
1	Motorola HT1000 UHF portable radio	402AUN3870Z
1	Motorola HT1000 UHF portable radio	402AWJ640Z
5	Panasonic Toughbook disk drive	
2	Sprint Kyocera phones	
1	Box of miscellaneous assorted computer cables	
1	Panasonic Toughbook CF-31 *NO HARD DRIVE*	0HKYA18062
4	Motorola HT1000 portable radio batteries	None
20	Motorola HT1250 portable radio batteries	None
1	Motorola EX500 UHF portable radio	004HEY3789
1	Motorola HT1000 VHF portable radio	355CDU0301Z
1	Panasonic Toughbook CF-29 *NO HARD DRIVE*	4CKYA27217



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Mosquito Management Program

Staff Recommendation: Accept Proposal and Award Contract to Clarke Environmental

Staff Contact: Kevin J. Bowens, Village Administrator

Background: The Village has contracted with Clarke Environmental for the past several years to provide mosquito management services, which include surveillance and monitoring, larval control, and adult mosquito spraying. The Village has had very good experience with Clarke Environmental, and the attached proposal will continue the same level of services in the amount of \$33,000 per year.

The Administrative Staff recommends that the Village Board accept the proposal from Clarke Environmental for the 2016 Mosquito Management Program in an amount not to exceed \$33,000. Funding for the program has been included in the 2016-17 Village Budget. Four positive votes are required for approval.



**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2016-2017 Village of Libertyville
Environmental Mosquito Management (EMM) Program**

Part I. GENERAL SERVICE

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage naming the Village of Libertyville additionally insured
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. SURVEILLANCE AND MONITORING

- A. Floodwater Mosquito Migration Model
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. Clarke will contact the Village of Libertyville representative and inform him of the impending brood arrival.
- B. Weather Monitoring – Operational Forecasts

Part III. LARVAL CONTROL

- A. Targeted Mosquito Management System (TMMST™) computer database and site management.
- B. Larval Site Monitoring: Six (6) inspections
 - 1. Two (2) complete inspections of up to 116 sites
 - 2. Four (4) targeted inspections of up to 45 breeding areas
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis - Bti*), Abate®, Natular® and Altosid®.
- D. Catch Basin Control: Two (2) treatments of up to 2,100 catch basins, inlets and manholes with VectoLex® or a 30-day sustainable slow release insecticide.



Part IV. ADULT CONTROL

- A. Adulthooding in mosquito harborage areas:
 - 1. One (1) scheduled truck Ultra Low Volume (ULV) treatments with a pyrethroid insecticide special event.
- B. Adulthooding in Residential Areas:
 - 1. Three (3) community-wide truck ULV treatments of up to 126 miles of streets with Biomist®, Mosquitomist® or pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$6,300.00 per treatment.
- C. Adulthooding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2016-2017 EMM Payment Total Yearly Cost for Parts I, II, III, IV: \$33,000.00

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.
 Village of Libertyville Agreement and Authorization
 The 2016-2017 Village of Libertyville
 Environmental Mosquito Management (EMM) Program**

I. Program Payment Plan. For Parts I, II, III, and IV as specified in the 2016-2017 Professional Services Cost Outline, the total for the 2016-2017 program is \$33,000.00 per year. The payments will be due on June 1, July 1, August 1 and September 1 according to the payment schedule below. Any additional applications beyond the core program will be invoiced when the application is completed. This agreement may be extended by mutual agreement of the parties. Clarke Environmental Mosquito Management, Inc. may petition the Village of Libertyville at any time for an additional rate adjustment on the basis of changes in the cost of operations. Any new areas or services to be covered in will be pro-rated to the program cost at the rates in effect at the time. This agreement may be extended by mutual agreement of the parties.

PROGRAM PAYMENT PLAN

Month	2016	2017
June 1	\$8,250.00	\$8,250.00
July 1	\$8,250.00	\$8,250.00
August 1	\$8,250.00	\$8,250.00
September 1	\$8,250.00	\$8,250.00
TOTAL	\$33,000.00	\$33,000.00

For Village of Libertyville:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: George Balis Title: Regional Manager Date: April 11, 2016
 George Balis





**Clarke Environmental Mosquito Management, Inc.
 Administrative Information For
 The 2016-2017 Village of Libertyville
 Environmental Mosquito Management (EMM) Program**

Invoices should be sent to:

Name: _____
 Address: _____
 City: _____ State: _____ Zip _____
 Office Phone: _____ Fax: _____ E-Mail _____
 Purchase Order Number: _____

Contact Person for Village of Libertyville:

Name: _____ Title: _____
 Office Phone: _____ Fax: _____ E-Mail: _____
 Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Libertyville:

Name: _____ Title: _____
 Office Phone: _____ Fax: _____ E-Mail: _____
 Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:
 Clarke Environmental Mosquito Management, Inc., Attn: George Ballis
 675 Sidwell Court, St. Charles, IL 60174 or Fax at (630) 443-3070



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Geotechnical Services Agreement for Proposed Hockey Rink Relocation to Adler Park

Staff Recommendation: Approve Agreement and Authorize Execution

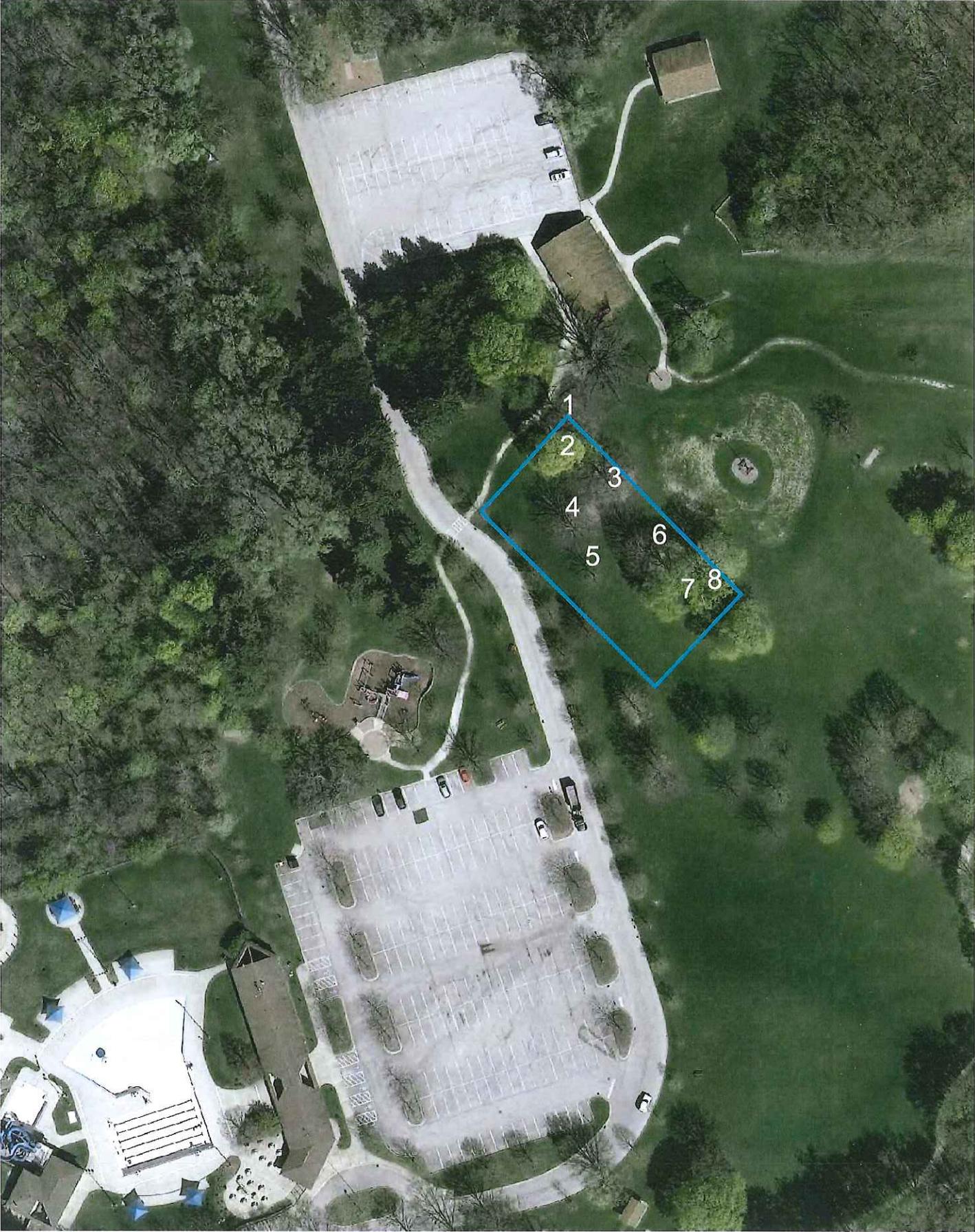
Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Parks & Recreation Committee at their April 5, 2016 meeting recommended proceeding with the necessary geotechnical services for the proposed relocation of the Bolander Hockey Rink to the desired location within Adler Park. Refer to the attached Location Map. Staff has received a Proposal from the Rubino Engineering, Inc. of Elgin, IL to provide the soil borings and analysis (geotechnical) services, which are a necessary component of developing the plans and specifications for the proposed hockey rink relocation. Rubino Engineering has previously worked for the Village on numerous similar projects, in which they have successfully completed and in a very cost effective manner.

Administrative staff recommends that the Village Board approve and authorize the Village Administrator to sign the attached Professional Services Agreement with Rubino Engineering, Inc. in an amount not to exceed \$1,150.00 for geotechnical services for the proposed relocation of the Bolander Hockey Rink to Adler Park. The cost for the proposed work is budgeted in the Park Improvement Fund in Account # 45-0000-0-782.

Four positive votes are required for approval.

Adler Park Ice Rink



 Proposed Ice Rink

Scale of 1" = 100'



**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND RUBINO
ENGINEERING 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 Rubino Engineering 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: \$1,150.00 in accordance with Exhibit A, unless the upper limit is modified based on an amendment to this agreement.

SECTION 4: TERM AND TERMINATION

- A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. The Design Services shall be completed no later than September 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 2017.
- 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:
Rubino Engineering Inc.
665 Tollgate Road, Unit H
Elgin, IL 60123
Attention: Michelle A. Lipinski, PE
email: michelle.lipinski@rubinoeng.com

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

SECTION 10: MODIFICATION AND 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: Rubino Engineering Inc.

By: _____

By: _____

Printed
Name _____

Printed
Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit A

Village of Libertyville Geotechnical Exploration – Adler Park Ice Rink

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on the Geotechnical Exploration – Adler Park Ice Rink.

PROJECT UNDERSTANDING

Rubino understands that the Village of Libertyville is planning to construct a new Ice Rink at Adler Park in Libertyville, Illinois.

Scope of Services

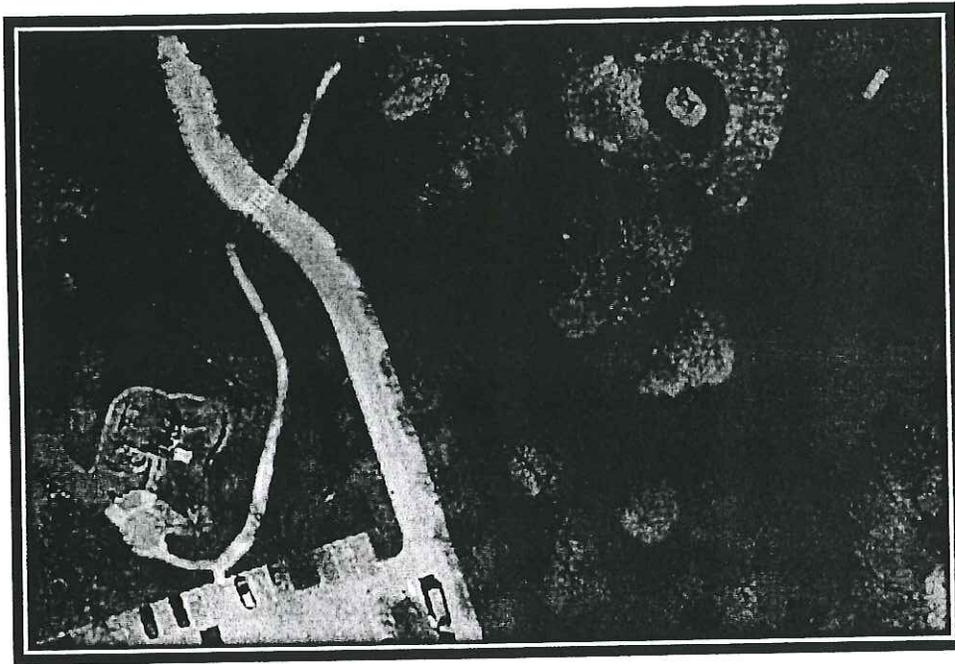
The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the proposed boring locations will be accessible to truck-mounted drilling equipment and will not require an all-terrain vehicle (ATV). If an ATV is needed, an additional charge will apply.

No traffic control is anticipated for this project but can be provided for an additional fee.

Boring Locations



Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil test borings as specified below.

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION
4	5	See Boring Locations Section for more details

*BEG = below existing grade

Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include following:

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Natural Moisture Content	4	Shelby Tube, Cohesive Samples
Organic Content	4	Split spoon, bulk, or Shelby Tube
pH	4	Split spoon, bulk, or Shelby Tube

GEO Report

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

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation and cut / fill recommendations*
- *Construction considerations, including temporary excavation and construction control of water*

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

Project Schedule

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	5
Preparation of the Geotechnical Report	5

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

Special Instructions

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

Fees

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Geotechnical	Drilling and Report Preparation:	\$1,150.00	lump sum
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Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

Authorization

If this proposal is acceptable to you, Rubino 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. Rubino will proceed with the work upon receipt of authorization.

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

Rubino Engineering, Inc. 2016 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	150.00
Project Engineer/Manager	Per Hour	\$	100.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	89.00
Secretarial Services	Per Hour	\$	55.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew	Per Trip	\$	550.00
Mobilization and moving of All-Terrain-Vehicle (ATV) - mounted drilling equipment and crew	Per Trip	\$	660.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range		
Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

* Less than 50 blows per foot or a Qp of 4 tsf

** 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling (difficult or unusual conditions, hard material, boulders, rubble, etc.)	Per Hour	\$	325.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	6.00
Atterberg Limits Determination (LL, PL)	Each	\$	85.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	55.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (wet combustion)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	215.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 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 Monday through Friday, before 8:00 AM or after 5:00 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 Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 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 charge of 4 hours.
- 10) For all Rubino 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) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by 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 of 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 of 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: April 26, 2016

Agenda Item: Professional Services Agreement (Surveying) for Proposed Hockey Rink Relocation to Adler Park

Staff Recommendation: Approve Agreement and Authorize Execution

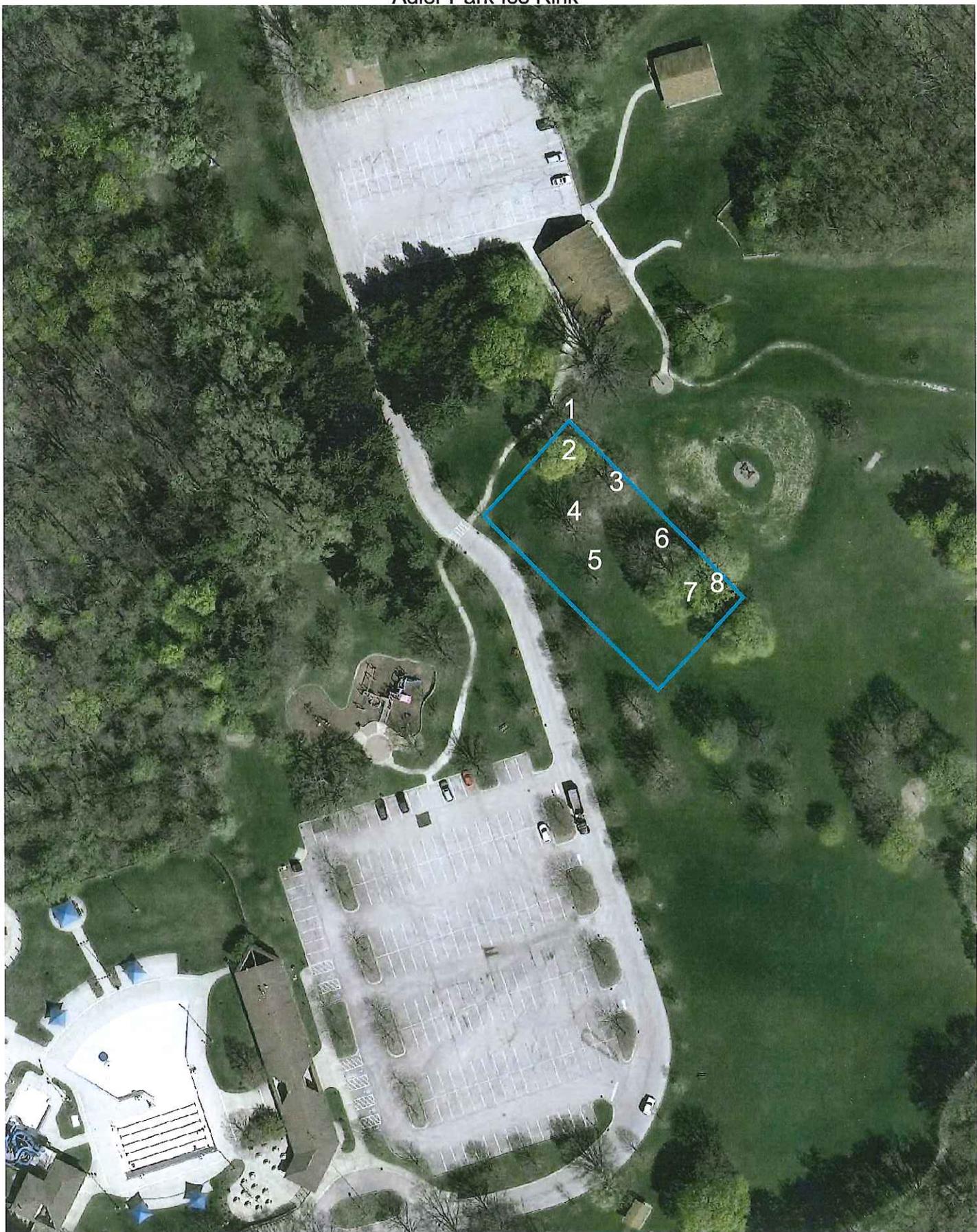
Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Parks & Recreation Committee at their April 5, 2016 meeting recommended proceeding with the necessary topographical surveying services for the proposed relocation of the Bolander Hockey Rink to the desired location within Adler Park. Refer to the attached Location Map. Staff has received a Proposal from the surveying firm of Jorgensen & Associates, Inc. of Lake Villa, IL to provide these services, which are a necessary component of developing the plans and specifications for the ultimate construction work. Jorgensen & Associates, Inc. has previously work for the Village on numerous surveying projects and has established numerous data collection points throughout the Village, which will assist in completing this work quickly and very cost effectively.

Administrative staff recommends that the Village Board approve and authorize the Village Administrator to sign the attached Professional Services Agreement with Jorgensen & Associates, Inc. in an amount not to exceed \$7,352.72 for topographical surveying services for the proposed relocation of the Bolander Hockey Rink to Adler Park. The cost for the proposed surveying work is budgeted in the Park Improvement Fund in Account # 45-0000-0-782.

Four positive votes are required for approval.

Adler Park Ice Rink



 Proposed Ice Rink

Scale of 1" = 100'



AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND JORGENSEN & ASSOCIATES, 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 Jorgensen & Associates, 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 topographic survey 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: \$7,352.72 in accordance with Exhibit A, unless the upper limit is modified based on an amendment to this agreement.

SECTION 4: TERM AND TERMINATION

- A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. The Design Services shall be completed no later than September 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 2017.
- 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 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:
Jorgensen & Associate, Inc..
120 Park Avenue, P.O. Box 306
Lake Villa, IL 60046
Attention: Christian Jorgensen
email: cjorgensen@earthlink.net

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: Jorgensen & Associates, Inc.

By: _____

By: _____

Printed
Name _____

Printed
Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit "A"

Village of Libertyville

Adler Park Ice Rink

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.44%
State Unemployment Compensation _____	3.31%
Federal Unemployment Compensation _____	0.12%
Workmen's Compensation Insurance _____	0.79%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	10.42%
Bonus _____	6.56%
Pension _____	0.86%
Group Insurance _____	<u>36.40%</u>
Total Payroll Burden & Fringe Costs	69.90%

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	5.22%
Depreciation _____	9.51%
Indirect wages and salaries _____	37.85%
Reproductive and printing costs _____	0.05%
Office Supplies _____	3.09%
Computer Costs _____	5.60%
Professional Fees _____	3.48%
Telephone _____	2.47%
Fees, license & dues _____	0.81%
Repairs and maintenance _____	0.87%
Business space rent _____	4.27%
Facilities - capital _____	0.48%
Travel - Meals _____	0.05%
Survey Supplies _____	1.32%
Automobile/travel expense _____	2.43%
Recruiting _____	0.37%
Miscellaneous Expense _____	0.54%
State Income Tax _____	0.66%
Postage _____	0.15%
Educational & Professional Registrations _____	<u>0.29%</u>
Total Overhead	79.51%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME SUPPLEMENT

Jorgensen & Associates, Inc.
Prime

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
2/17/2016
8/17/2016

DATE 02/17/16
PTB NO.

OVERHEAD RATE 149.41%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

2/17/2016 - 8/17/2016
4 12

8/18/2016 - 2/17/2017
6 12

[Empty Box]
[Empty Box]

[Empty Box]
[Empty Box]

= 1.0180
= 50.00%

51.50%

The total escalation for this project would be:

1.50%

**Manhour Breakdown
Topographic Survey Estimate**

1. Field – Topographic Survey		
a. Measure traverse & level circuit 12 hours x 2 men =		24 MH
b. Locate existing topography 19 hours x 2 men =		<u>38 MH</u>
	Sub-total Item #1	62 MH
2. Office - Compile Field Data		
a. Compute traverse & level circuit 3 hours x 1 man =		3 MH
b. Edit & compile topographic survey 4 hours x 1 man =		<u>4 MH</u>
	Sub-total Item #2	7 MH
3. Office - Create Existing Topography Base Sheets		
a. Layout and drafting 20 hours x 1 man =		20 MH
b. Check topographic survey 3 hours x 1 man =		<u>3 MH</u>
	Sub-total Item #3	23 MH
4. Office - Create T.I.N. & Contours		
a. Compute contours 2 hours x 1 man =		2 MH
b. Check contours 1 hour x 1 man =		<u>1 MH</u>
	Sub-total Item #4	3 MH
5. Coordination Meetings 1 meeting @ 2 hours =		<u>2 MH</u>
	Total All Items	97 MH

**Breakdown of
In House Direct Costs**

Item

1. Field - Topographic Survey

a. Trips to project site - 4 ea.
± 25 miles/trip x 4 trips = ± 100 miles
± 100 miles @ \$0.55/mile = \$ 55.00

5. Coordination Meetings

a. Meetings at Libertyville's office - 1 ea.
± 25 miles/trip x 1 trip = ± 25 miles
± 25 miles @ \$0.55/mile = \$ 13.75

Total All Items \$ 68.75



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Request to Hold Memorial Day Parade and Utilize Cook Park

Staff Recommendation: Approve Request

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is a copy of a letter from the VFW Post #8741 requesting Village Board authorization to hold a parade and to utilize Cook Park for a service on Memorial Day, Monday, May 30, 2016. The Village has been working with the American Legion and VFW to develop the program, and the Police and Fire Departments will coordinate parade related activities. The Administrative Staff recommends that the Village Board authorize the VFW Post #8741 to hold a Memorial Day Parade and utilize Cook Park on Monday, May 30, 2016. Four affirmative votes are required for approval.

LIBERTYVILLE MEMORIAL POST # 8741

**293 Peterson Road
Libertyville, Illinois 60048**



**V
F
W**

May 1, 2016

Village of Libertyville
118 W. Cook Avenue
Libertyville, Illinois 60048

Attn: Mr. Kevin J. Bowens

RE: Memorial Day – May 30, 2016
Libertyville, Illinois

Mr. Bowens:

We are writing to seek Village approval to conduct a parade and memorial service at Cook Park and the Lakeside Cemetery on the mentioned date.

The parade will leave the train station at 9:30 a.m. arriving about 9:40 a.m. at Cook Park. The parade route is south on Milwaukee Avenue to Cook Park and we will use the southbound lanes only.

The program in the Park will include a welcome address by the Mayor and brief messages from representatives of the American Legion and the VFW. The Libertyville High School band will play several selections and there will be several presentations by high school essay winners. Flag folding and flag collection ceremonies are also planned. Also a prayer by a local minister, firing of weapons by the color guard and the playing of taps by a bugler for our departed comrades. The program in the Park will last about 40 minutes.

The color guard will reassemble on Cook Street for a march to Lakeside Cemetery. We will proceed west on Cook, north on Brainard, and west on Lake Street to the Cemetery. At the Cemetery, a prayer will be said, reading of those veterans as listed on the monument, taps played again and the firing squad will once again perform to conclude the program.

Everyone is invited to the American Legion Home and the VFW Post Home for coffee, donuts and fellowship. In the event of rain, the Park program will be held at the American Legion Home at 715 N. Milwaukee Avenue and the cemetery program will be cancelled.

May we have the approval by the Village to conduct the entire program on the mentioned date?

Yours very truly,

Donald H. Carter
Program Coordinator

DHC/ps



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Request to Use Village Property: Adler School Family Association

Staff Recommendation: Approve the Use of Adler Park for the Adler School Family Association Gator Gallup Walk on Sunday, September 18, 2016

Staff Contact: Connie Kowal, Director of Recreation and Sports Complex

Background: The Adler School Family Association has submitted the attached request to use Adler Park on Sunday, September 18, 2016 from 12:00 p.m. to 5:00 p.m. (rain date scheduled for Sunday, September 25, 2016) for the Adler Family Associations Gator Gallop walk. The registration and parking for the event will be at Adler Park School. There will be approximately 75 people at the event.

The Parks and Recreation Committee and Staff are recommending that the Village Board approve the use of Adler Park for the Adler Family Association Gator Gallup on Sunday, September 18, 2016 from 12:00 p.m. to 5:00 p.m. Four positive votes are required for approval.

Adler Park School
1740 N. Milwaukee Ave.
Libertyville, IL 60048

January 11, 2016

Julie Fanning
Libertyville Parks and Recreation Office
1950 N. Highway 45
Libertyville, IL 60048

Dear Ms. Fanning,

I would like to request the use of Adler Park grounds for our Annual Gator Gallop for Sunday, September 18, 2016 from Noon – 5:00pm. There will be approximately 75 people at this event. I would also like to request our rain date to be Sunday, September 25.

Thank you,

Sara Eriksen
Adler Family Association Gator Gallop Chair
sara.eriksen@hotmail.com
708-310-1111





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Community High School District 128 – Request to Install a Seasonal Fence Padding System at the Brainerd Site

Staff Recommendation: To approve.

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

Background: Community High School District 128 is requesting approval to install seasonal padding on a portion of the fence at the Brainerd site. The padding is proposed for the east and west end zones and only for the width of the field. The padding would be installed in August of each year and taken down for storage at the end of the season. Administrative Staff recommends approval of the request.

Four positive votes are required for approval.

COMMUNITY HIGH SCHOOL DISTRICT 128

Libertyville High School • Vernon Hills High School

Administration Center

50 Lakeview Parkway, Suite 101 Vernon Hills, Illinois 60061

(847) 247-4500 Fax (847) 247-4543

Prentiss G. Lea, Ph.D.

Superintendent

Al Fleming, Ph.D.

Associate Superintendent

Rita R. Fischer, Ed.D.

Assistant Superintendent for Curriculum & Instruction

Mary E. Todoric

Director of Communications

Diane R. Phillips

Director of Community Education, Grant Management & Rentals

Yasmine Dada, CPA

Assistant Superintendent for Business/CSBO

Michael Torres

Director of Educational Technology

Kelli Hartweg

Director of Special Services

Mark Koopman

Director of Buildings & Grounds

April 3, 2016

John P. Spoden, AICP

Director of Community Development

Community Development Department

Village of Libertyville

200 East Cook Avenue

Libertyville, IL 60048



Mr. Spoden,

The Community High School District 128 Board of Education has received several inquiries from parents of football players about player safety concerning the stadium fence and the limited 10-foot buffer zone located at the ends of the playing field. To address these safety concerns, the Board of Education is proposing that the Village of Libertyville allow the installation of a seasonal padding system. The proposed padding system would be installed and remain in place for the duration of the football season, starting in August and ending in October each year. During the off season, the padding system will be placed in dry storage.

The custom padding system would consist of 77 individual panels, each 4-foot wide by 6-foot three inches tall, covering the fence for the width of the regulation football field. 160 lineal feet of padding would be placed on the west fence line and approximately 148 lineal feet on the east. Please refer to the attached drawing. The yellow line depicts the proposed placement of the padding system. The pads will be constructed with a ½-inch layer of crosslink foam laminated to a 2-inch thick poly foam. The foam will be covered with a black 18-ounce mildew, bacteria and UV treated vinyl. The panels will have a velcro system on the edges to hold the panels together and straps located on the back to attach them to the fence line. Samples of the material are provided for your inspection and approval.

Thanks you for your time and consideration in this matter. Please let me know if you, your staff or the Village Board has any questions, concerns or ideas for addressing this safety issue. Your prompt response would be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Mark Koopman". The signature is written in black ink and is positioned above the typed name and contact information.

Mark Koopman, CPMM
Director of Buildings and Grounds
Community High School District 128
50 Lakeview Parkway, Suite 101
Vernon Hills, IL 60061
847-247-4581



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Request for One (1) Hour Noise Ordinance Waiver

Staff Recommendation: To approve.

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

Background: MBX Systems, located at the northeast corner of Technology Way and Winchester Road, is holding an employee appreciation picnic on August 12, 2016 at their site. The event is similar to last year and will include a band that is scheduled to play from 7:00 p.m. to 10:00 p.m.. As Village ordinance does not allow loud or discordant noises past 9:00 p.m., the business is requesting a one (1) hour waiver for the evening.

As the site is not abutting residential properties, Administrative Staff recommends approval of the one (1) hour waiver. Four positive votes are required for approval.

John Spoden

From: Kevin Bowens
Sent: Monday, April 11, 2016 11:03 AM
To: Jim Bellon
Cc: David Smith; John Spoden
Subject: RE: Noise Ordinance Waiver - Friday 8/12/2016

Thanks Jim, I will ask John Spoden to prepare an agenda item recommending approval for an upcoming Village Board meeting. Kevin

Kevin J. Bowens
Village Administrator
118 West Cook Avenue
Libertyville, Illinois 60048
847-918-2026

From: Jim Bellon [mailto:jim.bellon@mbx.com]
Sent: Monday, April 11, 2016 9:29 AM
To: Kevin Bowens
Cc: David Smith; John Spoden
Subject: Noise Ordinance Waiver - Friday 8/12/2016

Good Morning Mr. Bowens,

If you recall, last year the company I work with, MBX Systems was granted a one hour extension on the noise ordinance for the annual picnic we throw.

I am writing to request the same extension as we did last year. Below is the email that I originally sent, all of the details will be the same. The only difference is the amount of employees has increased from 140 to 150. Last year I attended the board meeting and there was no discussion on our event at all. I'd love to avoid having to attend that again, however, if it is necessary I'll be there.

Thank you very much for the help. I hope to hear from you soon.

-Jim

Hello Mr. Bowens,

On August 14th, my company will be hosting an employee appreciation picnic. This is a private event that will likely recognize roughly 140 employees. Because we are a manufacturing company, we need to fulfill our obligations to our customers, thus we are closing shop at roughly 6:00 p.m. We will have food on-site, as well as your typical picnic games like bags etc.. Additionally, we are hiring a band, and would like for them to start at 7:00 and play to 10:00. I understand that there is a noise ordinance that

starts at 9:00 p.m., however, I believe that we will not disrupt any of the homes that are near us based on our location and where we plan to host the picnic.

We are located just south of the Libertyville Township Soccer Complex, basically 45 & Winchester. Our facility, as well as the facilities directly east of us will provide a great sound buffer for the hour that we are requesting to waive in regards to the ordinance. Please see the attached map, the pink box indicates where the tents will be setup, and the arrow indicates the direction the sound will travel.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 12, 2016

Agenda Item: Request to Waive Permit Fee - CLCJAWA

Staff Recommendation: Approve Request

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is a letter from the Central Lake County Joint Action Water Agency (CLCJAWA) requesting that the Village waive the permit fee associated with installing a remotely controlled vehicle traffic gate at the Booster Pump Station located at 2100 Mallery Drive in Libertyville. As the Village of Libertyville is a member of the Agency, previous requests to waive permit fees have been approved. The Administrative Staff recommends approval of the permit fee waiver associated with installing a remotely controlled vehicle traffic gate at the Booster Pump Station in the amount of \$760. Four positive votes are required for approval.

Central Lake County Joint Action Water Agency



Kevin Bowens
Village Administrator
118 W. Cook Avenue
Libertyville, IL 60048

Re: Permit Fee Waiver Request

Dear Mr. Bowens,

The Central Lake County Joint Action Water Agency is installing a remotely controlled vehicle traffic gate at our Booster Pump Station facility located at 2100 Mallory Drive. Our drawings have been approved by Pat Geske.

The cost of the required permit from the Village of Libertyville is \$760. We are requesting a permit fee waiver as has been granted in the past for similar work.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Soucie'.

William Soucie
Operations Director



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Request for Closure of Eastbound Oak Spring Road on Sunday, May 22, 2016 for the Annual Des Plaines River Canoe Marathon

Staff Recommendation: Approve Request

Staff Contact: Police Chief Clinton Herdegen

Background: The Coordinator of the 59th Annual Des Plaines River Canoe Marathon has requested the closure of eastbound Oak Spring Road on Sunday, May 22, 2016 from 6:30 a.m. to 10:00 a.m. During these hours, approximately 750 participants will unload canoes from their vehicles. Many of the participants will stand on the roadway, or will stop their vehicles on the roadway prior to beginning the Marathon. The closure will reduce hazards to Marathon participants by diverting eastbound traffic from Oak Spring Road.

The Marathon Coordinator has also requested authorization to cover the No Parking signs on Oak Spring Road from Second Street to the Des Plaines River bridge to allow parking during the event hours. This has been accomplished during previous events with volunteers ensuring that access is maintained to Lake Minear Beach and that parking is conducted in a safe manner.

The Canoe Marathon will occur during a low traffic period and the closure can be accomplished with three police officers on overtime assignments. The Des Plaines River Association will receive an invoice for the overtime cost in an estimated amount of \$750.00.

Staff recommends approval of the request. Four affirmative votes are required.



Des Plaines River Association

c/o: William McDermott

801 Ellen Way - Libertyville, IL 60048

Des Plaines River Canoe & Kayak Marathon - est. 1957

April 15, 2015

*cc: Clint,
Please prepare VB
agenda Supplement.
Thanks.
WJ*

Kevin J. Bowens
Village Administrator
118 West Cook Avenue
Libertyville, Illinois 60048

Officers

Co-Chairs

Jack Snarr
Al Pilgrim

Treasurer

Kevin Bradley

Secretary

Rick Jackson

Directors

Kevin Bradley
Andy Cocallas
Don Mueggenborg
Jim Peterson
Gareth Stevens

Dear Village of Libertyville:

The 59th Annual Des Plaines River Canoe & Kayak Marathon will be held on Sunday, May 22, 2015.

As in the past, the assistance of the Village for our race, would be deeply appreciated. Your unit team makes it possible to get our visitors to Libertyville to and from the Start Line in a safe and orderly manner, year after year.

Normally, the Village provides assistance with

- No Parking signs along the road in the area of the Canoe Launch, allowing for access to Lake Minear parking.
- Two Police Officers who manage the road closure and assist with parking and traffic control as needed
- Please use me as your contact for coordination and invoicing.

The Start Line setup is planned for Saturday, May 21, 2015 at 1:00 PM. Please let me know if a different time is more convenient for you and we will be sure to accommodate you. As always, representatives from your team are welcome to contact me directly or even attend our planning meetings prior to the race.

Thank you in advance for your continued support. If you have any problems, suggestions or questions, please call me at 847-736-1125.

Please either call or email me to confirm that you are planning on supporting this year's race.

Thank you.

Sincerely,

Bill McDermott

Start Line Coordinator

847-736-1125
william.mcdermott@mail.com



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 12, 2016

Agenda Item: Request Use of Village Property – Sunrise Rotary Club

Staff Recommendation: Approve Request

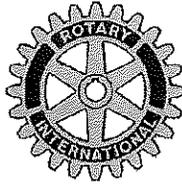
Staff Contact: Kevin J. Bowens, Village Administrator
Connie Kowal, Director of Parks and Recreation

Background: Libertyville Sunrise Rotary Club has submitted the attached request and layout for the annual North Shore Wine, Beer, Cigar and Food Festival on Saturday, August 27, 2016. The Rotary Club is requesting use of Church Street and a portion of Cook Park beginning at 4:00 p.m. on Friday, August 26 for set up, through Sunday morning, August 28 for cleanup. The actual event will take place on Saturday, August 27, 2016 from 3:00 p.m. to 8:30 p.m. Waiting to close Church Street until 4:00 p.m. on Friday will avoid any potential conflicts with the construction of the Church Street Parking Garage. The Rotary Club has also provided three possible site plans for the event, and the staff is recommending that “Plan A” be utilized. The Rotary Club has obtained approval from the Cook Memorial Library to close Church Street adjacent to their exit drive, and has contacted St. Lawrence Church, Libertyville Civic Center, and Attorney Sean Wepler to make sure that there are no conflicts on the day of the event. Village Staff will provide the fencing material so that volunteers can set up the fence in accordance with the attached Plan A.

The event will be similar to the successful event last year, and the Administrative Staff recommends that the Village Board approve the closure of Church Street from 4:00 p.m. on Friday, August 26 through Sunday morning, August 28, 2016, and authorize the North Shore Wine, Beer, Cigar and Food Festival to take place from 3:00 p.m. to 8:30 p.m. on Saturday, August 28, 2016, subject to approval of the necessary Village and Lake County Health Department permits, Village of Libertyville Special Event Agreement, a Certificate of Insurance naming the Village as an additional insured, and arrangements for garbage and recycling services. Four positive votes are required for approval.

Libertyville Sunrise Rotary Club

P. O. Box 242 • Libertyville, Illinois 60048



March 31, 2016

cc: Adm. Staff
Please review +
comment. Thanks,
Ken

Board of Trustees
Village of Libertyville
118 W. Cook St.
Libertyville, IL 60048

Re: North Shore Wine, Beer, Cigar & Food Fest; August 2016

Dear Board Members:

I am the president of the Sunrise Rotary Club, and a member of the fundraising committee putting on the Fest referenced above. The money raised will be used to help fund worthy charitable causes in the Libertyville/Lake County area.

We are in the planning stage and are requesting use of Church Street between Milwaukee Avenue and Brainerd Street on Friday August 26th from 4:00 p.m. to Sunday morning, August 28. The actual event will take place on Saturday, August 27, 2015, from 3:00 p.m. to 8:30 p.m.

Per my discussion with Kevin Bowens, we are requesting that the Village provide fencing material so that we can have a volunteer crew set up a fence as shown on the enclosed map of the event, and provide barricades as needed.

I have provided 3 possible site plans. The only difference involves the placement and fencing around the food vendors. We charge a table fee to food vendors, and do not get involved in selling food tickets or collecting money for the food vendors.

The site plan marked "A" envisions food vendors in Cook Park, with the vendors in a fenced area. Those buying food would have to enter the event.

The site plan marked "B" has the food vendors in the same place running east to west along the sidewalk, but does not require the vendors to be fenced.

The site plan marked "C" has the food vendors along the sidewalk which runs at a 45 degree angle. In this plan the vendors would not be fenced.

Based upon the attendance from last year's event, and the reports from the downtown restaurants that after the event they were packed even more than usual, we do not believe that allowing our food vendors to sell to non-attendees will harm the other local restaurants. We will,

Re: North Shore Wine, Beer, Cigar & Food Fest; August 2016

March 31, 2016

Page two

however, fence the food vendors' area if the Board so directs us. Further, while we would prefer that the Board allow those with tasting glasses to consume small amounts of alcohol in the park, we are willing to station members at the entrance/exit to inform patrons that alcohol is not allowed in the park.

We expect to have approximately 45 wine vendors and 25 beer vendors. There will be 3 - 5 food vendors. We do not anticipate live music, but will have music playing through speakers.

I have already contacted the library, civic center, St. Lawrence Church, Sean Wepler and Mickey Finn's. None has objected to the event being held on August 27th. The library board will consider our request at its next meeting.

We understand that we will be responsible for providing the Village with certificates of insurance, applying for appropriate liquor and raffle licenses, applying to the Village for a tent permit and contacting the Lake County Health Department regarding any required food permits.

We believe the Fest is the type of event that brings our community together, and helps raise money for those less fortunate. We hope that you will consider and approve our requests.

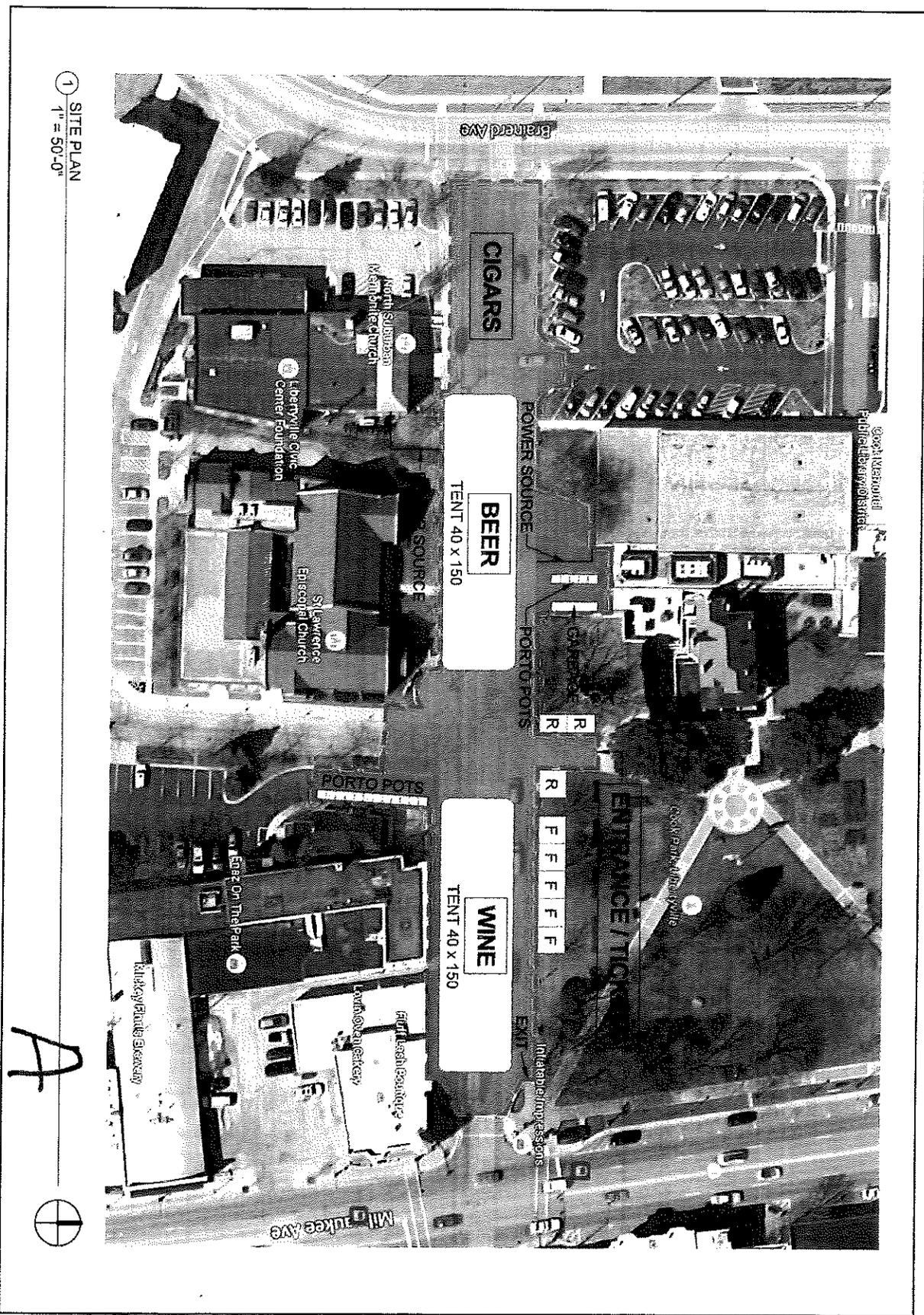
Please do not hesitate to contact me if you have any questions.

Sincerely,



Rick Mittelman
(847) 702-4922

Enclosures



1 SITE PLAN
1" = 50'-0"

A



Hezner

The Hezner Corporation
Architectural Services
One Howard Street, Suite 200
Denver, CO 80202
P: 303.733.9300
F: 303.733.6222
C: 303.733.6222
www.hezner.com

Project: Food and Beverage

Drawn By: RUI
Checked By: SGT
Company: HZ
Contract No.: 2010-0000000000
Date: 12/15/10
Issue For: APPROVAL
3/28/2015

Project Name:
Libertyville Sunrise
Rotary Club

Northside Vinn, Beer, Cigar &
Food Festival Fundraiser

Site Plan

Project Plan Number:
AS100

HEZNER

The Hezner Corporation
 2700 East 10th Street
 Libertyville, IL 60069-2122

Project No. 100-00000000
 Date: 08/20/2018

Project No. 100-00000000

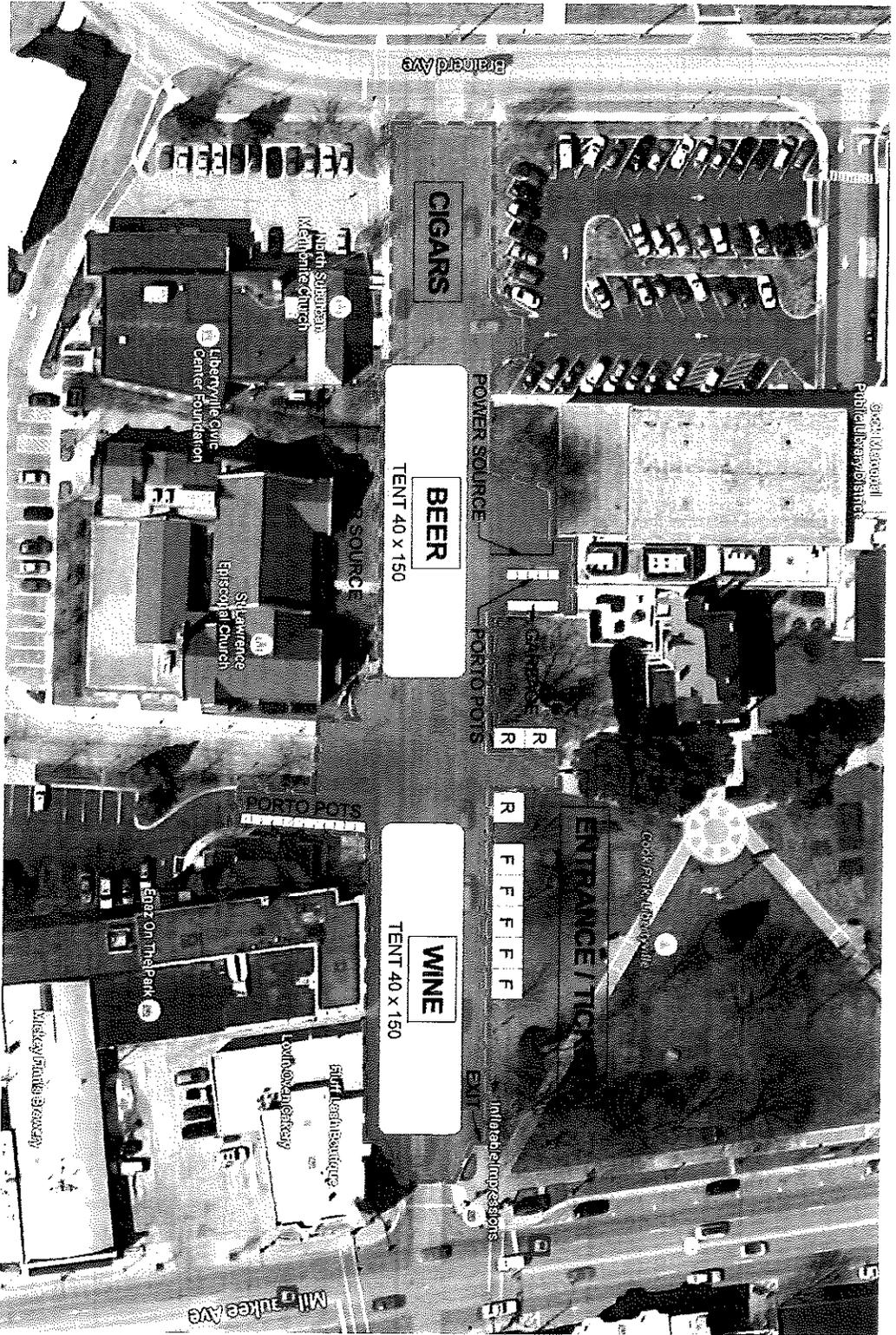
Drawn By: JGU
 Checked By: SMH
 Date: 08/20/2018
 Project No. 100-00000000

Libertyville Sunrise
 Rotary Club

Neighborhood: Blue, Green &
 Food Festival Fundraiser

Site Plan

AS100



1 SITE PLAN
 1" = 50'-0"

B



The Hezner Corporation
 Architectural Services
 1075 Broadway Street, Suite 200
 Libertyville, IL 60069-4125
 Tel: 847.341.3300
 Fax: 847.341.3302
 Web: www.hezner.com

Project No. 2010-001

Drawn By: RUV
 Checked By: SHK
 Project No. 2010-001
 Date: 02/28/2018
 2018-02-28
 02/28/2018
 02/28/2018

Libertyville Sunrise
 Rotary Club

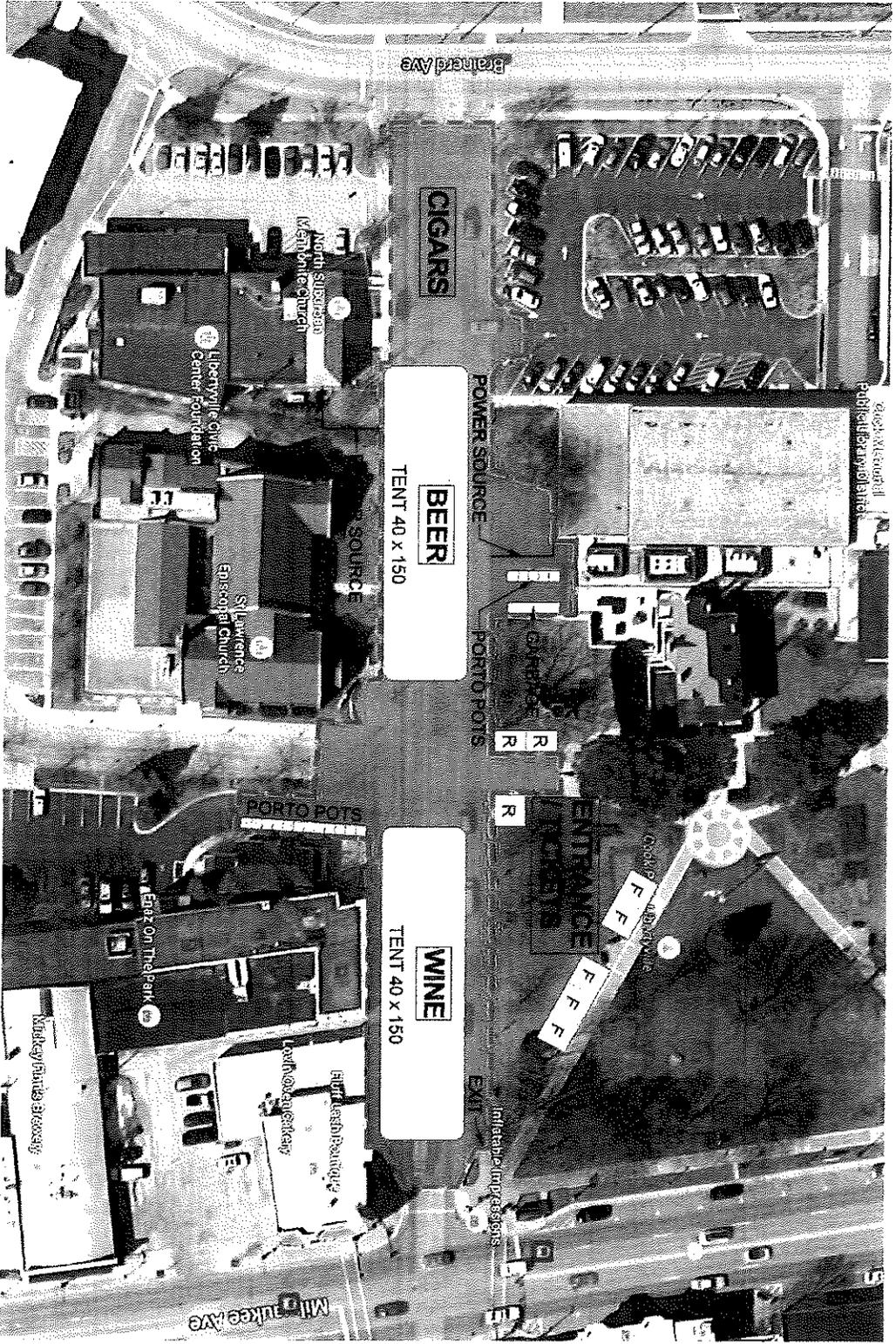
Non-Profit After Beer, Cigar &
 Food Festival Foundation

DATE:

Site Plan

Project No. 2010-001

ASS200



1 SITE PLAN
 1" = 50'-0"

VILLAGE OF LIBERTYVILLE SPECIAL EVENT AGREEMENT

The Libertyville Sunrise Rotary Club is in agreement with the terms of the Village Board of Trustees approval for the annual North Shore Wine, Beer, Cigar and Food Festival to be held on August 27, 2016. The requirements for this event are outlined in the Libertyville Sunrise Rotary Club's request and resulting Village Board approval on April 26, 2016. This includes meeting the requirements for providing verification of insurance requirements as provided by the Village of Libertyville no later than 30 days before the event.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anyway accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the Libertyville Sunrise Rotary Club or which may in anyway result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its officials, agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

Agreed this _____ day of _____, 2016.

(Name of Vendor/Individual)

By: _____

Printed Name and Title



**VILLAGE OF LIBERTYVILLE
INSURANCE REQUIREMENTS AND INDEMNIFICATION**

Requestor (entity requesting use of Village property) shall obtain insurance of the types and in the amounts listed below for the purposes of insuring the Village.

Commercial General and Umbrella Liability Insurance

Requestor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or be a minimum of \$2,000,000.

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

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26 and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

A. Business Auto and Umbrella Liability Insurance

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01.

B. Workers' Compensation Insurance

If applicable, Licensee shall maintain workers' compensation with statutory limits and employer's liability insurance of not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of, or incident to, the Licensee's use of the premises.



C. General Insurance Provisions

1. Evidence of Insurance

Prior to using Village property or facilities, Requestor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

The Village shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates and endorsements have been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of the approval for use of Village property or facilities.

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

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Execution

The execution by a broker of any of the documents or endorsements required in this Section shall not be sufficient. All documents or endorsements required herein must be executed by a duly authorized representative of the insurer.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Contract Extension – Eco-Clean Maintenance, Inc.

Staff Recommendation: Approve the Contract Extension.

Staff Contact: John P. Spoden, Director of Community Development
Paul Kendzior, Director of Public Works
Connie Kowal, Director of Sports Complex and Recreation

Background: The Village currently has three janitorial contracts with Eco-Clean Maintenance, Inc., for a total cost of \$93,880.00, for the following areas:

1. *Public Buildings* - Village Hall, Schertz Building, Streets and Utilities Building, Cook House Museum, Prairie Crossing Station North, Prairie Crossing Station South, Downtown Metra Station. (\$34,200.00 per year)
2. *Parks Buildings* - Adler Lodge, Crawford House, Butler Lake Park LLL Flood Field Washrooms, Riverside Clubhouse and Preschool, Parks Maintenance Building. (\$20,200.00 per year)
3. *Sports Complex* - (\$39,480.00 per year)

The first year of the contract will expire on April 30, 2016, and the contract includes a provision for two annual extensions. The company has provided satisfactory overall performance, and their rates for this upcoming year will not change except for the elimination of services at the Bolander Building. This would be their first extension of the attached contracts.

Administrative Staff recommends a one year extension of all three janitorial contracts with Eco-Clean Maintenance, Inc. for a total cost of \$93,880.00 through the 2016-17 fiscal year.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
Public Buildings Janitorial Services

Full Name of Bidder ECO. CLEAN MAINTENANCE, INC
Principal Office Address 515 W WRIGHTWOOD AVE
Local Office Address ELMHURST, IL 60126
Contact Person ERIC GRABOWSKI Telephone 773 310 2002

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: John P. Spoden, Director of Community Development

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

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the "Work" and the "Work Site". A more complete description of the Work and the Work Site is attached hereto and by this reference incorporated herein and made a part of this Contract/Proposal as Exhibit F;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal including all Exhibits. Renew yearly if contract extension is granted;
4. Taxes. Pay all applicable federal, state and local taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be

fully provided, performed, and completed in accordance with the Contract/Proposal including all Exhibits attached hereto which Exhibits are by reference incorporated herein and made a part of this Contract.

- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with excess cost incurred thereby or cancel all or any part of any order or this contract. Work so rejected may be returned or held at Bidder's expense and risk. Further, Owner reserves the right to terminate this Agreement if, in the opinion of the Owner, the Bidder fails to correct any breach of the terms of this agreement, provided that the Bidder shall have an opportunity to cure such breach within twenty-four hours of written notice of such breach by the Owner. In the event that the Owner elects to terminate this Agreement pursuant to this paragraph, the Owner may enter into a contract with the next lowest responsible and responsive bidder, without seeking additional bids for the Work.

2. Work Schedule

See Exhibit H.

3. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below:

A. Unit Price Contract. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item.

SCHEDULE OF PRICES -- Base Bid

	Items	Units	Unit Price	Contract Yr 1	Contract Yr 2	Contract Yr 3
1	Village Hall	1	Lump Sum	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
2a	Schertz Building Police Department	1	Lump Sum	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
2b	Schertz Building Remainder (CD, Eng, Kit)	1	Lump Sum	\$ 5,040.00	\$ 5,040.00	\$ 5,040.00
3	Public Works S&U Building (Garages NIC)	1	Lump Sum	\$ 5,880.00	\$ 5,880.00	\$ 5,880.00
4	Cook Mansion Museum	1	Lump Sum	\$ 960.00	\$ 960.00	\$ 960.00
5	Downtown Metra Station (Mil North Line)	1	Lump Sum	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00
6	Prairie Crossing South Metra Station	1	Lump Sum	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00
7	Prairie Crossing North Metra Station	1	Lump Sum	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00

TOTAL = 34,200.00 (34,200.00) 34,200.00

Additional Services (on an individual request basis)						
8a	Strip & Wax Floors		\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
8b	Shampoo Carpets		\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
8c	Window Washing (Interior)		\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
8d	Window Washing (Exterior)		\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
8e	Scrub & recoat floors		\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
8f	Burnish Floors		\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
8g	Machine Scrub Floors		0.10	\$ 0.10	\$ 0.10	\$ 0.10
Total				\$ 34.200.00	\$ 34.200.00	\$ 34.200.00

Please refer to Exhibit H and insert additional cost break downs as a part of this schedule of prices -- Base Bid

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in the Schedule of Prices; and
4. Your bid price is based on providing, performing, and completing all "work" per the attached "Work Schedule" and "Specifications" and the Contract, and should include all costs associated with the Work unless otherwise noted. Prices are to be submitted in the Bid Form/Schedule of Prices.
5. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. **Payment.** It is expressly understood and agreed that all payments shall be made in accordance with the schedule included in Exhibit G - Special Project Requirements.

4. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence and complete the Work in accordance with the schedule in Exhibit F.

5. Financial Assurance

A. **Bonds.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide, on the forms provided by Owner, and from a surety company acceptable to Owner, bonds as set forth in Exhibit G - Special Project Requirements, within 10 days following Owner's bid opening of this Contract/Proposal and prior to final approval of this contract by the Village Board.

B. **Insurance.** Bidder proposes, and agrees, that Bidder shall provide certificates of insurance

evidencing the minimum coverage and limits set forth in Exhibit G - Special Project Requirements, within 10 days following Owner's bid opening of this Contract/Proposal and prior to final approval of this contract by the Village Board. Such policies shall be in form set forth in Exhibit A -- Certificate of Insurance, and from companies, acceptable to Owner.

- C. **Indemnification.** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any manner accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees or subcontractors, or which may in any manner result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall at its own expense, appear, defend and pay all charges of the attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond, labor and material bond or insurance policy required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

- D. **Penalties.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

6. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within 45 days after the date this sealed Contract is opened.

7. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. **Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work

within the Contract Price and Contract Time Proposal set forth above.

8. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior-written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 7th day of July, 2015.

Bidder's Status: ILLINOIS Corporation; Partnership; or Individual Proprietor
(State) (State)

Bidder's Name: ECO-CLEAN MAINTENANCE, INC

ECO-CLEAN MAINTENANCE, INC
(Printed Name)

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

Arkadiusz Grabowski
(Signature)

ARKADIUSZ (ERIC) GRABOWSKI
(Printed Name)

PRESIDENT
(Title/Position)

(corporate seal) (if corporation)

Bidder's Business Address:

515 W. WRIGHTWOOD AVE
ELMHURST, IL 60126

Bidder's Business Telephone: 773 310 2002 Facsimile: 773 930 3353

If a Corporation or Partnership, list all Officers or Partners in the following table:

NAME	TITLE	ADDRESS
ARKADIUSZ GRABOWSKI	PRESIDENT	2149 W. CONCORD LN ADDISON, IL 60101
AGNIESZKA DUDEK	VE PRESIDENT	2149 W. CONCORD LN ADDISON, IL 60101
AGNIESZKA DUDEK	SECRETARY	2149 W. CONCORD LN ADDISON, IL 60101

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
Parks and Recreation Buildings Janitorial Services

Full Name of Bidder ECO-CLEAN MAINTENANCE, INC
Principal Office Address 515 W. WRIGHTWOOD AVE
Local Office Address ELMHURST, IL 60126
Contact Person ERIC GRABOWSKI Telephone 773 310 2002

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: John Heinz, Director of Public Works

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

1. **Work Proposal**

- A. **Contract and Work.** If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"
1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the "Work" and the "Work Site". A more complete description of the Work and the Work Site is attached hereto and by this reference incorporated herein and made a part of this Contract/Proposal as Exhibit F;
 2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
 3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal including all Exhibits. Renew yearly if contract extension is granted;
 4. **Taxes.** Pay all applicable federal, state and local taxes.
 5. **Miscellaneous.** Do all other things required of Bidder by this Contract; and
 6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. **Performance Standards.** If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be

fully provided, performed, and completed in accordance with the Contract/Proposal including all Exhibits attached hereto which Exhibits are by reference incorporated herein and made a part of this Contract.

- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with excess cost incurred thereby or cancel all or any part of any order or this contract. Work so rejected may be returned or held at Bidder's expense and risk. Further, Owner reserves the right to terminate this Agreement if, in the opinion of the Owner, the Bidder fails to correct any breach of the terms of this agreement, provided that the Bidder shall have an opportunity to cure such breach within twenty-four hours of written notice of such breach by the Owner. In the event that the Owner elects to terminate this Agreement pursuant to this paragraph, the Owner may enter into a contract with the next lowest responsible and responsive bidder, without seeking additional bids for the Work.

2. Work Schedule

See Exhibit H.

3. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below:

A. Unit Price Contract. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price item.

SCHEDULE OF PRICES – Base Bid

	Items	Units	Unit Price	Contract Yr 1	Contract Yr 2	Contract Yr 3
1	Adler Lodge	1	Lump Sum	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
2a	Bolander Administration Offices (eliminated from service 9-30-15)	1	Lump Sum	\$ 200.00		
3	Butler Lake Flood Field Washrooms	1	Lump Sum	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
4	Crawford (Warming) House	1	Lump Sum	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
5	Parks Maintenance Facility	1	Lump Sum	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
6	Riverside Golf/Pool/Tennis Washrooms	1	Lump Sum	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
7	Riverside Preschool	1	Lump Sum	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00

TOTAL =

\$ 20,200.00

Additional Services (on an individual request basis)						
8	Strip & Wax Floors		\$ Per Sq.Ft.	\$ 0.25	\$ 0.25	\$ 0.25
9	Shampoo Carpets		\$ Per Sq.Ft.	\$ 0.20	\$ 0.20	\$ 0.20
10	Hot water extract carpets		\$ Per Sq.Ft.	\$ 0.20	\$ 0.20	\$ 0.20
11	Scrub & recoat floors		\$ Per Sq.Ft.	\$ 0.20	\$ 0.20	\$ 0.20
12	Burnish Floors		\$ Per Sq.Ft.	\$ 0.10	\$ 0.10	\$ 0.10
13	Machine Scrub Floors		\$ Per Sq.Ft.	\$ 0.10	\$ 0.10	\$ 0.10
14	Window Washing (Interior)		\$ Per Window	\$ 4.00	\$ 4.00	\$ 4.00
15	Window Washing (Exterior)		\$ Per Window	\$ 4.00	\$ 4.00	\$ 4.00
16	Emergency Cleaning		\$ Per Hour	\$ 18.50	\$ 18.50	\$ 18.50
17	Additional Event Cleaning Duties (porter services)		\$ Per Hour	\$ 16.00	\$ 16.00	\$ 16.00
18	Other		\$ Per Hour	\$ 16.00	\$ 16.00	\$ 16.00
				20,400.00	20,200.00	20,200.00

Please refer to Exhibit H for additional cost break downs as a part of this schedule of prices – Base Bid

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in the Schedule of Prices; and
4. Your bid price is based on providing, performing, and completing all "work" per the attached "Work Schedule" and "Specifications" and the Contract, and should include all costs associated with the Work unless otherwise noted. Prices are to be submitted in the Bid Form/Schedule of Prices.
5. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Payment. It is expressly understood and agreed that all payments shall be made in accordance with the schedule included in Exhibit G - Special Project Requirements.

4. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence and complete the Work in accordance with the schedule in Exhibit F.

5. Financial Assurance

- A. **Bonds.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide, on the forms provided by Owner, and from a surety company acceptable to Owner, bonds as set forth in Exhibit G - Special Project Requirements, within 10 days following Owner's bid opening of this Contract/Proposal and prior to final approval of this contract by the Village Board.
- B. **Insurance.** Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum coverage and limits set forth in Exhibit G - Special Project Requirements, within 10 days following Owner's bid opening of this Contract/Proposal and prior to final approval of this contract by the Village Board. Such policies shall be in form set forth in Exhibit A - Certificate of Insurance, and from companies, acceptable to Owner.
- C. **Indemnification.** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any manner accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees or subcontractors, or which may in any manner result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall at its own expense, appear, defend and pay all charges of the attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond, labor and material bond or insurance policy required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

- D. **Penalties.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

6. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within 45 days after the date this sealed Contract is opened.

7. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. **Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the

appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.

8. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 7th day of July, 2015.

Bidder's Status: ILLINOIS Corporation; () Partnership; or () Individual Proprietor
 (State) (State)

Bidder's Name: ECO-CLEAN MAINTENANCE, INC
 (Printed Name)

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: *Eric Grabowski*
 (Signature)

ARKADIUSZ (ERIC) GRABOWSKI
 (Printed Name)

President
 (Title/Position)

(corporate seal) (if corporation)

Bidder's Business Address: 515 W. WRIGHTWOOD AVE
ELMHURST, IL 60126

Bidder's Business Telephone: 773 3102002 Facsimile: 773 930 3353

If a Corporation or Partnership, list all Officers or Partners in the following table:

NAME	TITLE	ADDRESS
ARKADIUSZ GRABOWSKI	PRESIDENT	2149 W. CONCORD LN ADDISON, IL 60101
AGNIESZKA DUDEK	VC. PRESIDENT	2149 W. CONCORD LN ADDISON, IL 60101
AGNIESZKA DUDEK	SECRETARY	2149 W. CONCORD LN ADDISON, IL 60101

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
Sports Complex Janitorial Services

Full Name of Bidder ECO-CLEAN MAINTENANCE, INC
Principal Office Address 515 W. WRIGHTWOOD AVE
Local Office Address ELMHURST, IL 60126
Contact Person ERIC GRABOWSKI Telephone 773 310 2002

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Connie Kowal, Director of Recreation and Sports Complex

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

1. Work Proposal

- A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"
1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the "Work" and the "Work Site". A more complete description of the Work and the Work Site is attached hereto and by this reference incorporated herein and made a part of this Contract/Proposal as Exhibit F;
 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal including all Exhibits. Renew yearly if contract extension is granted;
 4. Taxes. Pay all applicable federal, state and local taxes.
 5. Miscellaneous. Do all other things required of Bidder by this Contract; and
 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Contract/Proposal including all Exhibits

attached hereto which Exhibits are by reference incorporated herein and made a part of this Contract.

- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with excess cost incurred thereby or cancel all or any part of any order or this contract. Work so rejected may be returned or held at Bidder's expense and risk. Further, Owner reserves the right to terminate this Agreement if, in the opinion of the Owner, the Bidder fails to correct any breach of the terms of this agreement, provided that the Bidder shall have an opportunity to cure such breach within twenty-four hours of written notice of such breach by the Owner. In the event that the Owner elects to terminate this Agreement pursuant to this paragraph, the Owner may enter into a contract with the next lowest responsible and responsive bidder, without seeking additional bids for the Work.

2. Work Schedule

See Exhibit H.

3. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below:

A. Unit Price Contract. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item.

SCHEDULE OF PRICES – Base Bid

	Items	Units	Unit Price	Contract Yr 1	Contract Yr 2	Contract Yr 3
1	Sports Complex	1	Lump Sum	\$39,480.00	\$39,480.00	\$39,480.00
Additional Services (on an individual request basis)						
2	Strip & Wax Floors	Per square foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
3	Shampoo Carpets	Per square foot	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
4	Window Washing (Interior)	Per Window	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
5	Window Washing (Exterior)	Per Window	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
6	Scrub & recoat floors	Per square foot	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
7	Burnish Floors	Per square foot	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
8	Machine Scrub Mondo Sports Floors	Per Section	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10

9	Machine Scrub Other Floors	Per square foot	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
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Please refer to Exhibit H for additional cost break downs as a part of this schedule of prices – Base Bid

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in the Schedule of Prices; and
4. Your bid price is based on providing, performing, and completing all "work" per the attached "Work Schedule" and "Specifications" and the Contract, and should include all costs associated with the Work unless otherwise noted. Prices are to be submitted in the Bid Form/Schedule of Prices.
5. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Payment. It is expressly understood and agreed that all payments shall be made in accordance with the schedule included in Exhibit G - Special Project Requirements.

4. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence and complete the Work in accordance with the schedule in Exhibit F.

5. Financial Assurance

- A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide, on the forms provided by Owner, and from a surety company acceptable to Owner, bonds as set forth in Exhibit G - Special Project Requirements, within 10 days following Owner's bid opening of this Contract/Proposal and prior to final approval of this contract by the Village Board.
- B. Insurance. Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum coverage and limits set forth in Exhibit G - Special Project Requirements, within 10 days following Owner's bid opening of this Contract/Proposal and prior to final approval of this contract by the Village Board. Such policies shall be in form set forth in Exhibit A – Certificate of Insurance, and from companies, acceptable to Owner.
- C. Indemnification. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which

may in any manner accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees or subcontractors, or which may in any manner result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall at its own expense, appear, defend and pay all charges of the attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond, labor and material bond or insurance policy required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

- D. **Penalties.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

6. **Firm Proposal**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within 45 days after the date this sealed Contract is opened.

7. **Bidders Representations and Warranties**

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

- A. **The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. **Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.

8. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. **Reliance.** Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. **Reservation of Rights.** Owner reserves the right to reject any and all bids, reserves the right to reject the

low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 7th day of July, 2015.

Bidder's Status: ILLINOIS Corporation; _____ ; or () Individual Proprietor
(State) (State)

Bidder's Name: ECO CLEAN MAINTENANCE, INC.
(Printed Name)

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 
(Signature)

ARKADIUSZ (ERIC) GRABOWSKI
(Printed Name)

PRESIDENT
(Title/Position)

(corporate seal) (if corporation)

Bidder's Business Address: 515 W. WRIGHTWOOD AVE
ELMHURST, IL 60126

Bidder's Business Telephone: 773 310 2002 Facsimile: 773 930 3353

If a Corporation or Partnership, list all Officers or Partners in the following table:

NAME	TITLE	ADDRESS
ARKADIUSZ GRABOWSKI	PRESIDENT	2149 W. CONCORD LN ADDISON, IL 60101
AGNIESZKA DUDEK	VC-PRESIDENT	2149 W. CONCORD LN ADDISON, IL 60101
AGNIESZKA DUDEK	SECRETARY	2149 W. CONCORD LN ADDISON, IL 60101



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: **REPORT OF THE APPEARANCE REVIEW COMMISSION**
April 18, 2016

Appearance Review

Commission Recommendation: To approve.

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

Background: The Appearance Review Commission (ARC) met on April 18, 2016, and reviewed seven (7) items that require Village Board approval.

The items heard at the April 18, 2016, meeting include:

1. **504 1st Street (Heather Fahrenkrog, Authorized Agent for Cynthia Oswald-Pietrdaj)**

Request is for approval of new lighting and signage.

Commissioner Meyer made a motion, seconded by Commissioner Chapin, to recommend the Village Board of Trustees approve the application for new lighting and signage at 504 1st Street, in accordance with the plans submitted.

Motion carried 5 - 0.

2. **158 E. Cook Avenue (Heritage Signs, Ltd., Authorized Agent for Cook Adesso LLC)**

Request is for approval of new signage.

Commissioner Chapin made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 158 E. Cook Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

3. **125 S. Milwaukee Avenue (North Shore Sign Co., Authorized Agent for Don Hamil)**

Request is for approval of new signage.

Village Board Agenda Supplement
Page 2 of 3

Commissioner Meyer made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new signage at 125 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

4. 825 S. Milwaukee Avenue (Poblocki Sign Company LLC, Authorized Agent for Advocate Condell Medical Center)

Request is for new signage.

Commissioner Chapin made a motion, seconded by Commissioner Meyer, to recommend the Village Board of Trustees approve the application for new signage at 825 S. Milwaukee Avenue, subject to the following condition: 1) the applicant submit a landscape plan for the base of the monument sign when applying for the permit.

Motion carried 5 - 0.

5. 1941 Industrial Drive (Doug Brzezinski, Applicant)

Request is for new building facades.

Commissioner Seneczko made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new building facades at 1941 Industrial Drive, in accordance with the plans submitted.

Motion carried 5 - 0.

6. 1800 Industrial Drive (Balanced Environments, Authorized Agent for Scott Rosenbach)

Request is for new landscaping and signage.

Commissioner Chapin made a motion, seconded by Commissioner Meyer, to recommend the Village Board of Trustees approve the application for new landscaping and signage at 1800 Industrial Drive, in accordance with the plans submitted.

Motion carried 5 - 0.

7. 911 N. Milwaukee Avenue (Gregg Handrich, Applicant)

Request is for new building facades.

Staff notes that a request for a new signage will be forwarded to the Village Board separately. The Appearance Review Commission approved the signs subject to removal

Village Board Agenda Supplement
Page 3 of 3

of a website and phone number, and it is Staff's understanding that the petitioner will appeal that decision to the Village Board at the next Village Board meeting.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new building facades at 911 N. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

REPORT OF THE APPEARANCE REVIEW COMMISSION

April 18, 2016

**ARC 16-10 Heather Fahrenkrog, Authorized Agent for Cynthia Oswald-Pietrdaj
504 1st Street**

Request is for approval of new lighting and signage.

Ms. Heather Fahrenkrog, Heather's Gym, presented new lighting and signage for 504 1st Street.

Ms. Fahrenkrog stated that the proposed gooseneck light fixture matches those on the main building.

Commissioner Meyer made a motion, seconded by Commissioner Chapin, to recommend the Village Board of Trustees approve the application for new lighting and signage at 504 1st Street, in accordance with the plans submitted.

Motion carried 5 - 0.

**ARC 16-14 Heritage Signs, Ltd., Authorized Agent for Cook Adesso LLC
158 E. Cook Avenue**

Request is for approval of new signage.

Ms. Cindy Fitzpatrick, Heritage Signs, presented new signage for MainStreet Libertyville at 158 E. Cook Avenue.

Ms. Fitzpatrick stated that they are proposing a two-sided, sandblasted wood sign to hang from the soffit of the building. She stated that the sign will be placed above a planter, not the walkway, so that there are no issues with the height.

Commissioner Chapin made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 158 E. Cook Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

**ARC 16-15 North Shore Sign Co., Authorized Agent for Don Hamil
125 S. Milwaukee Avenue**

Request is for approval of new signage.

Mr. Ken Fogel, North Shore Sign, presented new signage for Jerry's Automotive at 125 S. Milwaukee Avenue.

Mr. Fogel stated that they are replacing the sign face of the existing pole sign. He stated that the background will be opaque with illuminated copy and logos.

Report of the Appearance Review Commission
Page 2 of 4

Commissioner Meyer made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new signage at 125 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

**ARC 16-16 Poblocki Sign Company LLC, Authorized Agent for Advocate Condell Medical Center
825 S. Milwaukee Avenue**

Request is for approval of new signage.

Mr. Jim Maertz, Poblocki Sign Company, presented new signage for Advocate Condell Medical Center.

Chairman Robbins asked if the colors proposed match those used on existing signs within the campus. Mr. Maertz stated yes.

Commissioner Meyer asked if the applicant had seen the Staff comment regarding landscaping. Mr. Maertz stated that they will landscape around the base of the monument sign. He stated that they do not have a landscape plan yet, but presented a site plan that showed the location of proposed plantings. Commissioner Chapin stated that they do a quality job of landscaping the campus.

Commissioner Chapin made a motion, seconded by Commissioner Meyer, to recommend the Village Board of Trustees approve the application for new signage at 825 S. Milwaukee Avenue, subject to the following condition: 1) the applicant submit a landscape plan for the base of the monument sign when applying for the permit.

Motion carried 5 - 0.

**ARC 16-17 Doug Brzezinski, Applicant
1941 Industrial Drive**

Request is for approval of new building facades.

Mr. Doug Brzezinski, Shur-Way, presented revised building facades for a new storage facility at 1941 Industrial Drive.

Mr. Brzezinski stated that a few changes were made to the building during construction. He stated that the window on the west side of the north façade was not installed as it was not needed. He stated that additional downspouts were added to the building. He stated that the base of the building (split-faced concrete blocks) was installed per the permit plans. Ms. Bye stated that the ARC plans showed this as poured concrete with patterned liner forms, but that it was approved as split-faced concrete when they came in for permits. Mr. Brzezinski stated that they are in the process of adding the lights to the building.

Report of the Appearance Review Commission

Page 3 of 4

Chairman Robbins stated that the canopy is a different color than proposed and that the tie rods were not installed. He stated that he wanted the completed building to go back before the ARC to make sure all of the Commissioners had seen the changes and make sure they are on-board with what was built.

Commissioner Seneczko made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new building facades at 1941 Industrial Drive, in accordance with the plans submitted.

Motion carried 5 - 0.

ARC 16-18 Balanced Environments, Authorized Agent for Scott Rosenbach 1800 Industrial Drive

Request is for approval of new landscaping and signage.

Mr. Jason Seebacker, Balanced Environments, and Ms. Sophie Skirucha, CNC Graphics, presented new landscaping and signage for 1800 Industrial Drive.

Ms. Skirucha stated that she appeared before the ARC last month for approval of a black and white reface of the existing monument sign. She stated that her client has decided to change the sign to blue and white. She stated that they have also provided a landscape plan for the base of the sign.

Chairman Robbins stated that a lot of trees are proposed to be removed from along Route 45 and asked if there would be gaps. Mr. Seebacker stated that nine trees are proposed to be planted in that area.

Ms. Bye stated that 36 trees are proposed to be removed on the site and that 21 trees are to be planted. She stated that on commercial properties, one-for-one replacement is required for approval at the Staff level without the review of the ARC and Village Board. Mr. Seebacker stated that given the maturity of the landscaping on the site, he was hoping the proposed replacement plan would be okay. He stated they have already added additional plantings at the corner of Route 45 and Peterson Road.

Commissioner Chapin made a motion, seconded by Commissioner Meyer, to recommend the Village Board of Trustees approve the application for new landscaping and signage at 1800 Industrial Drive, in accordance with the plans submitted.

Motion carried 5 - 0.

ARC 16-19 Gregg Handrich, Applicant 911 N. Milwaukee Avenue

Request is for approval of new building facades and signage.

Report of the Appearance Review Commission

Page 4 of 4

Mr. Bob Bleck, Bleck & Bleck Architects, and Mr. Gregg Handrich, owner, presented new building facades and signage for 911 N. Milwaukee Avenue.

Mr. Bleck stated that they are changing the navy blue siding originally proposed for the new apartment building to a blue-gray color. He stated that they are still using khaki brown and white trim. He stated that the railing will be black. He stated that the brick will be Sioux City Ponderosa.

Mr. Bleck stated that the proposed monument sign will use the same brick as the building. He stated that the sign will have a limestone cap. He stated that they would like to have the apartment website and phone number on the sign.

Mr. Bleck stated that they are proposing a new location for the dumpster and to combine the trash for both apartment buildings. He stated that the dumpster enclosure will be solid wood.

Mr. Handrich stated that they are proposing a temporary new development announcement sign that will go up on the fence for the duration of construction. He stated that they would like to have the apartment building website and phone number on this sign as well. He stated that they do not have a staffed leasing office and that they need to give a way for people to get in touch with them. He stated that many of his competitors have their phone numbers on their signs and that the alternative is to have a real estate sign out when they have vacancies.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new building facades at 911 N. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 911 N. Milwaukee Avenue, subject to the following condition: 1) the website and phone number be eliminated from both signs proposed.

Motion carried 5 - 0.



(Deferred from the April 12, 2016 Village Board meeting. Materials previously distributed.)

Agenda Item No. 4

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: **REPORT OF THE APPEARANCE REVIEW COMMISSION**
March 21, 2016

Appearance Review

Commission Recommendation: To approve.

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

Background: At their meeting of April 12, 2016, the Village Board of Trustees reviewed a request from Advocate Condell Medical Center for removal and replacement of trees on the campus. The Village Board deferred the request and directed Staff to investigate as to whether the Centre Club could be included in the tree replacement proposal. Administrative Staff has determined that the landscaping at the Centre Club is controlled by Advocate Condell Medical Center. As such, Administrative Staff recommends that this item be deferred to allow Condell to modify its tree replacement plan to incorporate the Centre Club with the condition that any hazardous trees be allowed to be removed subject to future replanting.

REPORT OF THE APPEARANCE REVIEW COMMISSION

March 21, 2016

**ARC 16-11 Advocate Condell Medical Center, Applicant
801 S. Milwaukee Avenue**

Request is for approval of new landscaping.

Mr. Austin Rennick, Advocate Condell Medical Center, presented a new landscape plan for Advocate Condell Medical Center.

Mr. Rennick stated that many dead or dying trees need to be removed from all over the campus. He stated that they will be removed immediately, but that replacement may not occur for another year. He stated that the replacement trees will not go in the same exact location as the trees to be removed. Ms. Bye stated that she can check with the Building Commissioner to see if the permit expiration can be extended in the event that replacement does not happen within a year.

Commissioner Chapin stated that they are proposing to remove over 300 inches of trees, but that there are only 90 inches of replacement trees. Ms. Bye stated that the ordinance requires one-for-one tree replacement and that each replacement tree needs to be at least 2.5 inches at planting. Chairman Robbins stated that it looks like they are in compliance with the code. Commissioner Chapin recommended that there be 180 inches of replacement trees at planting.

Chairman Robbins asked why the trees are dying. Commissioner Chapin stated that it is a combination of age and a lack of sunlight.

Commissioner Chapin asked if the petitioner could come back in a year with a new replacement plan once the trees are removed and the site reviewed. Chairman Robbins stated that the ARC could approve the plan with the condition that the size or amount of trees be increased. Commissioner Chapin stated that they should plant more, smaller trees as they will do better, instead of planting larger trees. Mr. Rennick stated that he will need to discuss the extra costs with the landscape contractor and Advocate Condell.

Commissioner Chapin made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new landscaping at 801 S. Milwaukee Avenue, subject to the following condition: 1) the applicant review the site as trees are removed and look for opportunities to plant additional trees above the 46 required.

Motion carried 3 - 0.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Request for Exemption from Commercial Waste Franchise-(Deferred from 3/26)

Staff Recommendation: Deny Exemption Request

Staff Contact: Kelly A. Amidei, Deputy Village Administrator

Background: At the March 26, 2016 Board meeting the Village Board deferred the waiver request for 30 days in order for Condell and Groot representatives to review the service needs. The parties have met and will report their findings.

The Village staff recommends denial of the exemption request. Four positive votes are required for approval if the Village Board would like to approve an exemption.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Request for Exemption from Commercial Waste Franchise

Staff Recommendation: Deny Exemption Request

Staff Contact: Kelly A. Amidei, Deputy Village Administrator

Background: Attached is a copy of a second request for an exemption from the Commercial Waste Franchise Program. The exemption is for the Condell Medical Center (801 S. Milwaukee Ave.) currently serviced by Waste Management. This request was initially denied at the June 9th, 2015 Village Board meeting, however Condell has yet to comply with Village regulations. Condell had indicated they have a national waste contract however, they had not provided any documentation to this effect, nor had they provided the cost impact of the switch.

The Village ordinance allows for the following applications to grant an exemption:

- 1) The party is a party to a national contract that cannot be terminated during the period of the exemption; or
- 2) The customer has unique service requirements that the exclusive hauling contractor cannot provide.

For this second request, Condell is requesting an exemption based on unique service requirements. Groot has attempted multiple times to discuss with Condell service concerns with no response. In January 2016 a letter was sent to Condell indicating the Village was moving forward with Groot servicing the location and to contact Groot to set-up service. Josh Molnar from Groot and Condell representatives will be present at the meeting to answer questions. Waste Management is no longer a licensed contractor so approval of the exemption will require them to be licensed.

The Village staff recommends denial of the exemption request. Four positive votes are required for approval if the Village Board would like to approve an exemption.



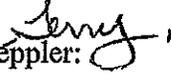
Advocate Condell Medical Center

801 South Milwaukee Avenue || Libertyville, IL 60048 || T 847.362.2900 || advocatehealth.com

February 26, 2016

Mayor Terry Wepler
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Re: Advocate Condell Medical Center Waste Hauling

Dear Mayor Wepler: 

I am in receipt of a letter dated January 4, 2016 from Kelly Amidei, Village of Libertyville Deputy Village Administrator, stating that Advocate Condell Medical Center (“Condell”) is required by Village of Libertyville Municipal Code, Chapter 20, Section 20-46 (“Ordinance”) to use Groot Industries (“Groot”) for waste hauling services because Condell has not been granted a waiver under the Ordinance.

In fact, it has come to my attention that Groot has entered onto Condell property this morning uninvited and without notice, and has installed Groot equipment on Condell premises. This has created a dangerous situation for Condell patients and personnel, and must be remedied immediately.

It appears that this situation has arisen due to a miscommunication between Advocate and the Village regarding whether Advocate qualifies for an exemption under the Ordinance. Advocate believes that it does qualify for an exemption under Section (2) of the Ordinance because it has unique service requirements that Groot cannot provide under Groot’s current arrangement with the Village.

As you know, Advocate is the largest health system in Illinois with 12 hospitals in 6 counties. In 2014, Advocate provided almost \$1 billion in charity care throughout the State of Illinois, including to residents of the Village of Libertyville. Advocate employs over 35,000 people, and many residents of the Village of Libertyville.

As I am sure you can appreciate, administering one of the largest health systems in the nation is a complex matter. Whenever possible, to streamline operations and reduce costs across the health system, Advocate enters into system-wide contracts with vendors to provide services across all Advocate facilities. This provides ease of contract administration (contract management, invoicing, payments, vendor management, etc.) and

also results in lower contractual rates due to the volume of business Advocate is providing to the vendor. In the case of waste management services, in 2010 Advocate entered into a nationwide contract with Waste Management through our group purchasing organization. This has led to better accountability and efficiency system-wide for waste hauling across the many regions that Advocate serves, as well as lower prices for services.

If Advocate is required to enter into a single site vendor contract with Groot Industries for waste management services this would result in a significant additional logistical and financial burden to Advocate, as well a disruption to our vendor management oversight. My understanding is that Waste Management can provide the same services as Groot for approximately \$5,500 per year less than Groot pursuant to the Village's current contract rates, while maintaining system-wide logistical efficiencies to Advocate through a single vendor solution.

Further, Advocate cannot simply use municipal waste services. It must have a direct contract with its waste management vendor so that it can assure quality and efficiency and allocate risk appropriately. Therefore, even if Advocate were to use Groot, Advocate would need a separate contract with Groot, pursuant to which Advocate would require Groot to be held to contractually binding service standards, and to provide an equivalent level of services to what we have currently with Waste Management. For example, our current Waste Management contract requires that Waste Management maintain a business continuity/disaster plan (as required by our licensure and accreditation standards), contains terms regarding environmental disclosures, evidence of policies and procedures that meet Advocate requirements with respect to infection control and related matters, obligations with respect to remedy of damage to Advocate facilities and property, specifications regarding containers that Advocate will accept, weighing protocols, maintenance requirements, contingency plans for non-performance and emergencies, confidentiality provisions, manifest tracking specifications, training and educational assistance regarding use of containers and other products provided, representations and warranties regarding union activity and other corporate matters, and an executed Business Associate Agreement which addresses privacy and security issues pursuant to HIPAA. As a risk management matter, Advocate cannot depend on service quality or demonstrate its compliance with state and federal law based on a contract to which it not even a party.

Advocate prides itself on its role as a leader of healthy initiatives and charity services in the communities it serves. We have invested a great deal of time and effort in forming excellent relationships with vendors we know from experience that we can count on and will provide superior services in accordance with the specific requirements of health facilities. Therefore, I respectfully request that the Village of Libertyville approve an exception under subsection (2) of the Ordinance so that Advocate Condell Medical Center can continue its existing relationship with Waste Management.

In addition, I would appreciate your assistance in working with Groot to remove its equipment from Condell's premises. I am concerned for the safety of our employees as

they have not been trained to use the equipment. I am also concerned that the equipment could become damaged creating further issues.

Sincerely,

A handwritten signature in cursive script that reads "Dominica Tallarico".

Dominica Tallarico
President
Advocate Condell Medical Center

cc: Kelly Amidei, Deputy Village Administrator, Village of Libertyville
Emily C. Tremmel, Associate General Counsel, Advocate Health Care



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 9, 2015

Agenda Item: Request for Exemption from Commercial Waste Contract

Staff Recommendation: Deny Request

Staff Contact: Kelly A. Amidei, Deputy Village Administrator

Background: Attached is a copy of a request for an exemption from the Commercial Waste Franchise Program. The exemption is for the Condell Medical Center (801 S. Milwaukee Ave.) located in the Village of Libertyville currently serviced by Waste Management. The request indicates an existing contract as the reason for exemption.

The existing ordinance allows for the following applications to grant an exemption:

- 1) The party is a party to a national contract that cannot be terminated during the period of the exemption; or
- 2) The customer has unique service requirements that the exclusive hauling contractor cannot provide.

Based on this information the exemption has not been met for this specific request. Groot has attempted multiple times to discuss with Condell the service concerns which would only include waste and recycling and are able to service the customer. Condell has indicated they have a national contract however, they have not provided any documentation to this effect, nor have they provided the cost impact of the switch. Therefore staff is not recommending approval without receipt of documentation of a national contract per the ordinance.

The Village staff is not recommending approval of the exemption unless a copy of the national contract is provided and requests Village Board concurrence. Four positive votes are required for approval if the Village Board would like to approve an exemption.

*received
1/13/15*



Supply Chain Management

1400 Kensington Road || Oak Brook, IL 60523 || T 630.684.9300 || advocatehealth.com

January 5, 2015

Ms. Kelly Amidei
Libertyville Village Hall
118 West Cook Road
Libertyville, IL 60048

Dear Ms. Amidei:

Regarding the waste hauling requirements for the Village of Libertyville that take effect February 1, 2015, I would like to request an exemption for our Condell Medical Center location at 801 South Milwaukee Avenue in Libertyville.

We currently have a system agreement with Waste Management and changing suppliers would negatively affect our recycling program as well as our program for regulated medical waste and pharmaceutical waste, and compromise our contractual obligations.

Please let me know if Condell Medical Center is approved for this exemption.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Lubotsky".

Thomas M. Lubotsky
Vice President
Supply Chain and Clinical Resource Management

*Contact: Wayne Gelman
630-684-9345*



January 4, 2016

Wayne Gelman
Contract Manager
Advocate Health Care
1400 Kensington Road
Oak Brook, IL 60523

Dear Wayne,

I have not heard back from you regarding the exemption that was requested from the commercial waste pick-up at Condell facilities in Libertyville since June. Due to the fact that the waiver was not granted, Condell is required to transition to Groot services under our commercial contract.

Please contact Josh Molnar, Groot Industries, at 847-734-6440, as soon as possible to establish service. This letter can be used to notify your current provider as well.

Sincerely,

Kelly Amidei
Deputy Village Administrator

Josh Molnar, Groot Industries



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: **REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-04, Variation of Front Yard Setback)** – Nick Lazzaretto, Applicant
232 Sunset Drive

Staff Recommendation to ZBA: Approve variation for front yard setback.

ZBA Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

Background: The owner of 232 Sunset Drive is requesting a variation of front yard setback to allow construction of a new front porch. The Zoning Board of Appeals heard the request at their meeting of April 11, 2016, and noted that the existing house encroaches into the setback and that the existing steps were not original to the house. A motion to recommend Village Board of Trustees approval passed with a vote of 4 - 0.

Four positive votes are required for approval.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 16-04, Nick Lazzaretto

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

Pursuant to the **APPLICATION of NICK LAZZARETTO**, being the **OWNER** of real estate located at **232 SUNSET DRIVE**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO REDUCE THE MINIMUM REQUIRED FRONT YARD SETBACK FROM 30 FEET TO APPROXIMATELY 21.2 FEET IN ORDER TO CONSTRUCT A FRONT PORCH AND STEPS IN AN R-6, SINGLE FAMILY RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 4-7.5**, 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 **MARCH 26, 2016**, and held on **APRIL 11, 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 petitioner is requesting is for a variation to reduce the minimum required front yard setback in order to construct a front porch and steps in an R-6, Single Family Residential District at 232 Sunset Drive. The subject lot is approximately 8,328 square feet in area.

The petitioner is proposing to relocate an existing porch and steps that currently encroach onto the property's driveway. The new porch location will improve vehicular access to the detached garage and will encroach into the front yard with a setback of approximately 21.2 feet.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would not create a practical difficulty or particular hardship for the applicant. The requested variations do 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

Report of the Zoning Board of Appeals, ZBA 16-04

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.

- b. Unique Physical Condition. The side steps and entrance currently encroach into the setback and were added in 1973. They are very narrow and interfere with ingress and egress in and out of the home.
- c. Not Self-Created. The location and layout of the house was not created by the current owner.
- d. Denied Substantial Rights. The owner would be denied substantial rights enjoyed by others.
- e. Not Merely Special Privilege. The request is not a special privilege for this owner.
- 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 means other than the requested variation to allow construction of the porch.

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 REDUCE THE MINIMUM REQUIRED FRONT YARD SETBACK FROM 30 FEET TO APPROXIMATELY 21.2 FEET IN ORDER TO CONSTRUCT A FRONT PORCH AND STEPS IN AN R-6, SINGLE FAMILY RESIDENTIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 4 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, SCHULTZ

Report of the Zoning Board of Appeals, ZBA 16-04

NAYS: NONE

ABSENT: COTEY, KRUMMICK, SEMMELMAN

Respectfully Submitted, April 20, 2016.

Vice Chair, Zoning Board of Appeals

Secretary, Zoning Board of Appeals

Report of the Zoning Board of Appeals, ZBA 16-04

EXHIBIT A

Legal Description of the Property

Lot 54 in Oakwood Terrace, a Subdivision of Part of Lots 20, 21, 11 and 23 in School Trustee's Subdivision of Section 16 and a Part of the Northwest 1/4 of Section 21, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof, Recorded May 26, 1924, as Document 240473 in Book N of Plats, Page 3, in Lake County, Illinois.

EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES

Draft April 11, 2016, Zoning Board of Appeals Meeting Minutes

**ZBA 16-04 Nick Lazzaretto, Applicant
232 Sunset Drive**

Request is for a variation to reduce the minimum required front yard setback from 30 feet to approximately 21.2 feet in order to construct a front porch and steps in an R-6, Single Family Residential District.

Mr. David Smith, Senior Planner, introduced the variation request. He stated that the petitioner is requesting a variation to reduce the minimum required front yard setback in order to construct a front porch and steps in an R-6, Single Family Residential District at 232 Sunset Drive. He stated that the petitioner is proposing to relocate an existing porch and steps that currently encroach onto the property's driveway. He stated that the new porch location will improve vehicular access to the detached garage and will encroach into the front yard with a setback of approximately 21.2 feet.

Mr. Nick Lazzaretto, petitioner, stated that another reason for the renovation is to create a wider opening for the front door. He stated that the existing door makes it impossible to move new larger appliances into the house. He stated that the new stoop will be a minimum of three (3) feet deep.

Board Member Schultz stated that the proposed door should have a similar architecture and position as other front entrances along the street.

Chairman Cotey asked the petitioner what he would like for Zoning Board of Appeals to do this evening. Mr. Lazzaretto stated that he would like for the Zoning Board of Appeals to give a positive recommendation for the variation request to the Village Board of Trustees.

In the matter of ZBA 16-04, Board Member Oakley moved, seconded by Board Member Schultz, to recommend the Village Board of Trustees approve a variation to reduce the minimum required front yard setback from 30 feet to approximately 21.2 feet in order to construct a front porch and steps in an R-6, Single Family Residential District, in accordance with the plans submitted.

Motion carried 4 - 0.

*Ayes: Moore, Flores, Oakley, Schultz
Nays: None
Absent: Cotey, Krummick, Semmelman*



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: **REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-05, Variation to Install a Fence)** – Thomas and Jeanne Wilkinson, Applicants
204 Broadway

Staff Recommendation to ZBA: Approve variation for a fence.

ZBA Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

Background: At their meeting of April 11, 2016, the Zoning Board of Appeals heard a request from the owners of 204 Broadway for a variation to allow a fence in the corner side yard. The 4 foot high bronze aluminum fence would be located adjacent to the North First Street right-of-way. Members of the Zoning Board of Appeals concurred with the request and recommended Village Board of Trustees approval with a vote of 4 - 0.

Four positive votes are required for approval.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 16-05, Thomas and Jeanne Wilkinson

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

Pursuant to the **APPLICATION of THOMAS AND JEANNE WILKINSON**, being the **OWNERS** of real estate located at **204 BROADWAY**, 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-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 13-9**, 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 **MARCH 26, 2016**, and held on **APRIL 11, 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, Thomas and Jeanne Wilkinson, are requesting a variation to allow a fence to be constructed in the corner side yard in an R-7, Single Family Attached Residential District located at 204 Broadway Street. The applicants are proposing to construct a bronze four (4) foot aluminum fence to in their corner side yard adjacent to the North First Street right of way. The proposed fence is not opaque allowing visibility along the corner side yard property line.

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 variations do 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 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.

Report of the Zoning Board of Appeals, ZBA 16-05

- b. Unique Physical Condition. The lot is approximately 5,220 square feet and land for secure play and activity is limited.
- c. Not Self-Created. The lot was platted before the adoption of the Village Zoning Code.
- d. Denied Substantial Rights. Other lots in the Village are larger and have more opportunity for secure yard areas.
- e. Not Merely Special Privilege. The requested variation is not a special privilege as most other lots in the Village are larger.
- f. Code and Plan Purposes. The proposal is consistent with the Village's Code and Comprehensive Plan. The addition of a decorative fence, with appropriate landscaping, will maintain the residential look that will match the existing neighborhood.
- 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 means other than the requested variation to allow construction of 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-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 4 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, SCHULTZ

NAYS: NONE

Report of the Zoning Board of Appeals, ZBA 16-05

ABSENT: COTEY, KRUMMICK, SEMMELMAN

Respectfully Submitted, April 20, 2016.

Vice Chair, Zoning Board of Appeals

Secretary, Zoning Board of Appeals

Report of the Zoning Board of Appeals, ZBA 16-05

EXHIBIT A

Legal Description of the Property

Lot 12 in Block 6 in C. Frank Wright's Addition to Libertyville, Being a Subdivision of Part of Section 15, 16, 21 and 22, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof, Recorded July 24, 1893, as Document 55584, in Book "C" of Plats, Page 66 and 67, in Lake County, Illinois.

EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES

Draft April 11, 2016, Zoning Board of Appeals Meeting Minutes

**ZBA 16-05 Thomas and Jeanne Wilkinson, Applicants
204 Broadway**

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-7, Single Family Attached Residential District.

Mr. David Smith, Senior Planner, introduced the variation request. He stated that the applicants, Thomas and Jeanne Wilkinson, are requesting a variation to allow a fence to be constructed in the corner side yard in an R-7, Single Family Attached Residential District located at 204 Broadway Street. He stated that the applicants are proposing to construct a bronze four (4) foot aluminum fence to in their corner side yard adjacent to the North First Street right-of-way.

Mr. Tom Wilkinson, petitioner, described the fence and its proposed location.

Board Member Schultz stated that house's setback from the corner side property line appears close.

Mr. Wilkinson stated that it is a new house still under construction, but almost complete. He stated that the house was recently granted a variation for its setback from the corner side property line.

Board Member Moore asked if the proposed fence line encroaches into the Site Distance Triangle. Mr. Smith stated that the fence is not opaque and has a height not exceeding four (4) feet. He stated that it should not be an issue for the Site Distance Triangle.

Chairman Cotey asked the petitioner what he would like for Zoning Board of Appeals to do this evening. Mr. Wilkinson stated that he would like for the Zoning Board of Appeals to give a positive recommendation for the variation request to the Village Board of Trustees.

In the matter of ZBA 16-05, Board Member Schultz moved, seconded by Board Member Flores, 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-7, Single Family Attached Residential District, in accordance with the plans submitted.

Motion carried 4 - 0.

Ayes: Moore, Flores, Oakley, Schultz

Nays: None

Absent: Cotey, Krummick, Semmelman



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: **REPORT OF THE PLAN COMMISSION (PC 16-01, Text Amendment Regarding Fence in Commercial Zoning Districts)**
Village of Libertyville, Applicant

Staff Recommendation to PC: Approve Text Amendment.

PC Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

Background: At the request of the Village Board, the Plan Commission and Staff have studied requirements regarding fencing between lots in the downtown area. The successful development of the downtown has increased pedestrian and vehicular traffic and a concern has been raised that the installation of fences can impede that flow. At their meeting of March 28, 2016, the Plan Commission voted unanimously to recommend that the Village Board of Trustees adopt the following amendment to the Zoning Code:

“Within the C-1 District, no fence may be installed upon or maintained within any portion of any lot which is intended for use by pedestrians or vehicles if such fence will impede or otherwise restrict pedestrian or vehicular access from such lot to abutting lots.”

Four positive votes are required for approval.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 16-01, Village of Libertyville

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

Pursuant to the **APPLICATION** of the **VILLAGE OF LIBERTYVILLE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A TEXT AMENDMENT TO SECTION 13-9.2.c OF THE LIBERTYVILLE ZONING CODE REGARDING FENCES IN COMMERCIAL ZONING DISTRICTS, CHAPTER 26, SECTION 13-9**, 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 9, 2016**, and held at **7:05 P.M.**, commencing on **JANUARY 25, 2016**, and concluding on **MARCH 28, 2016**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois.

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

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

Background:

The successful development of the Downtown C-1 Zoning District has increased pedestrian and vehicular traffic along with parking needs in this area. The installation of fences in the C-1 Zoning District can impede both pedestrian and traffic flow, and further burden the availability of convenient parking to the area. Careful consideration should be given to the installation of fences in the C-1 Zoning District.

The Plan Commission is proposing a Text Amendment to Section 13-9.2.c in the Zoning Code, as follows:

Except as provided herein, fences may be installed and maintained in the Commercial, Industrial, O-2, Office, Manufacturing and Distribution Park, and IB, Institutional Buildings District, except that no fence shall extend beyond the front building line of the principle structure located on the lot. Within the C-1 District, no fence may be installed upon or maintained within any portion of any lot which is intended for use by pedestrians or vehicles if such fence will impede or otherwise restrict pedestrian or vehicular access from such lot to abutting lots.

Standards for Text Amendments:

- a. *The consistency of the proposed amendment with the purposes of this Code.* The proposed amendment is consistent with the Code as it supports connections between properties.

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- b. *The existing uses and zoning classifications of properties in the vicinity of the subject property.* N/A.
- c. *The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.* N/A.
- d. *The extent to which the value of the subject property is diminished by its present zoning classification.* N/A.
- e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* N/A.
- f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* The proposed amendment ensures that cross-access can occur between properties and promotes the use, enjoyment, value, and orderly development of adjacent properties.
- g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* The proposed amendment ensures that cross-access can occur between properties and promotes the use, enjoyment, value, and orderly development of adjacent properties.
- h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* The proposed amendment ensures that cross-access can occur between properties and promotes the use, enjoyment, value, and orderly development of adjacent properties.
- i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* N/A.
- j. *The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.* The proposed amendment promotes adequate ingress and egress between properties.
- k. *The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or specially permitted under its present and proposed zoning classification.* N/A.
- l. *The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.* N/A.
- m. *The community need for the proposed amendment and for the uses and development it would allow.* The community need for the amendment is to ensure that existing pedestrian and vehicular access points and paths are protected.

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WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A TEXT AMENDMENT TO SECTION 13-9.2.c OF THE LIBERTYVILLE ZONING CODE REGARDING FENCES IN COMMERCIAL ZONING DISTRICTS** be **APPROVED, AS FOLLOWS:**

EXCEPT AS PROVIDED HEREIN, FENCES MAY BE INSTALLED AND MAINTAIN IN THE COMMERCIAL, INDUSTRIAL, O-2, OFFICE, MANUFACTURING AND DISTRIBUTION PARK, AND IB, INSTITUTIONAL BUILDINGS DISTRICT, EXCEPT THAT NO FENCE SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF THE PRINCIPLE STRUCTURE LOCATED ON THE LOT. WITHIN THE C-1 DISTRICT, NO FENCE MAY BE INSTALLED UPON OR MAINTAINED WITHIN ANY PORTION OF ANY LOT WHICH IS INTENDED FOR USE BY PEDESTRIANS OR VEHICLES IF SUCH FENCE WILL IMPEDE OR OTHERWISE RESTRICT PEDESTRIAN OR VEHICULAR ACCESS FROM SUCH LOT TO ABUTTING LOTS.

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

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

NAYS: NONE

ABSENT: COTEY

Respectfully Submitted, April 20, 2016.

Chair, Plan Commission

Secretary, Plan Commission

EXCERPTS FROM PLAN COMMISSION MEETING MINUTES

Draft March 28, 2016, Plan Commission Meeting Minutes

PC 16-01 Village of Libertyville, Applicant

Request is for a Text Amendment to Section 13-9.2.c of the Libertyville Zoning Code regarding fences in commercial zoning districts.

Mr. John Spoden, Director of Community Development, stated that the successful development of the Downtown C-1 Zoning District has increased pedestrian and vehicular traffic along with parking needs in this area. He stated that the installation of fences in the C-1 Zoning District can impede both pedestrian and traffic flow, and further burden the availability of convenient parking to the area. He stated that Staff believes that careful consideration should be given to the installation of fences in the C-1 Zoning District and recommends that this subject be referred to the Plan Commission for development of an ordinance amending the Zoning Code and addressing this issue.

He stated that Village Staff is proposing a Text Amendment to the following Section 13-9.2(c) in the Zoning Code, as follows:

Except as provided herein, fences may be installed and maintained in the Commercial, Industrial, O-2, Office, Manufacturing and Distribution Park, and IB, Institutional Buildings District, except that no fence shall extend beyond the front building line of the principle structure located on the lot. Within the C-1 District, no fence may be installed upon or maintained within any portion of any lot which is intended for use by pedestrians or vehicles if such fence will impede or otherwise restrict pedestrian or vehicular access from such lot to abutting lots.

In the matter of PC 16-01, Commissioner Schultz moved, seconded by Commissioner Semmelman, to recommend the Village Board of Trustees approve a Text Amendment to Section 13-9.2.c, as follows:

Except as provided herein, fences may be installed and maintain in the Commercial, Industrial, O-2, Office, Manufacturing and Distribution Park, and IB, Institutional Buildings District, except that no fence shall extend beyond the front building line of the principle structure located on the lot. Within the C-1 District, no fence may be installed upon or maintained within any portion of any lot which is intended for use by pedestrians or vehicles if such fence will impede or otherwise restrict pedestrian or vehicular access from such lot to abutting lots.

Motion carried 6 - 0.

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

Nays: None

Absent: Cotey

March 14, 2016, Plan Commission Meeting Minutes

PC 16-01 Village of Libertyville, Applicant

Request is for a Text Amendment to Libertyville Zoning Code regarding fences in commercial zoning districts.

In the matter of PC 16-01, Commissioner Oakley moved, seconded by Commissioner Schultz, to continue this item to the March 28, 2016, Plan Commission meeting.

Motion carried 5 - 0.

Ayes: Cotey, Flores, Oakley, Schultz, Semmelman

Nays: None

Absent: Moore, Krummick

January 25, 2016, Plan Commission Meeting Minutes

PC 16-01 Village of Libertyville, Applicant

Request is for a Text Amendment to Libertyville Zoning Code regarding fences in commercial zoning districts.

Mr. John Spoden, Director of Community Development, introduced the proposed text amendment. He stated that the current Code does not regulate fences in the downtown commercial district. He stated that the successful development of the downtown C-1 District has increased pedestrian and vehicular traffic along with parking needs in this area. He stated that the installation of fences in the C-1 District can impede both pedestrian and traffic flow, and further burden the availability of convenient parking to the area. He stated that Staff believes that careful consideration should be given to the installation of fences in the C-1 District and recommends that this subject be referred to the Plan Commission for development of an ordinance amending the Zoning Code and addressing this issue. He stated that the proposal is to state that fences may be installed and maintained in Commercial, Industrial, O-2, Office, Manufacturing and Distribution Park, and IB, Institutional Buildings Districts, except that no fence shall extend beyond the front building line of the principal structure located on the lot and that no fence may be installed or maintained within or abutting a parking lot located within the C-1 District.

Mr. David Pardys, Village Attorney stated that there are appropriate uses for fencing in the downtown such as enclosing eating areas. He stated that the proposal is to restrict fences within or abutting parking lots in the C-1 District.

Commercial Semmelman stated that there might be circumstances in which a fence may make sense in the C-1 District.

Commercial Schultz stated that consideration could be given to making fences a Special Use Permit in the C-1 District and/or review by the Appearance Review Commission.

Mr. Pardys stated that the intent is to limit fences in the C-1 District that abut or are in parking lots.

Mr. Spoden stated that a good point was made that there may be commercial parking lots that abut residential uses and in those circumstances it may be appropriate to utilize fences along a parking lot abutting residential uses.

Commissioner Schultz stated that it may make sense to review fence permit applications on a case-by-case basis. He stated that perhaps incorporating a variation process could be considered.

Mr. Pardys stated that anything existing would be grandfathered.

Commissioner Schultz asked for clarification as to what is becoming a problem with fencing in the C-1 District as to whether it is “abutting” or “within”. Mr. Spoden stated that it is both abutting and within that should be addressed.

Chairman Moore stated that it will be problematic to use the term “abutting” in a parking lot.

Mr. Spoden stated that the intent is meant to apply towards those circumstances in which a single parking lot may have multiple property owners.

Commissioner Flores asked if the language in the text amendment can include, “shall not block pedestrian access”.

Mr. Pardys stated that property owners might respond by contending that the Village does not have the right to tell property owners that have to allow people to trespass onto their property.

Commissioner Oakley stated that consideration could be given to requiring a Special Use Permit for fences in the C-1 District.

Commissioner Schultz agreed that it would allow them an opportunity to review fence permit applications.

Mr. Pardys stated that fences are not necessarily a “Use”.

Mr. Spoden stated that the Plan Commission has given Staff some great feedback and will request a continuance to the March 14, 2016, meeting in order to review the case more closely and come back with a recommendation.

In the matter of PC 16-01, Commissioner Schultz moved, seconded by Commissioner Semmelman, to continue this item to the March 14, 2016, Plan Commission meeting.

Motion carried 6 - 0.

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

Nays: None

Absent: Cotey



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: **REPORT OF THE PLAN COMMISSION**
PC 16-04, Amendment to Special Use Permit for Planned Development
PC 16-05, Amendment to Special Use Permit for Warehousing and Storage
Ice Mobility, Applicant
851-937 E. Park Avenue

Staff Recommendation to PC: To deny.

PC Recommendation: To deny.

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

Background: Ice Mobility is seeking an amendment to Special Use Permits for a Planned Development and Warehousing and Storage for the Bridge Point 94 development to allow for overnight deliveries at the site. The current conditions of the approvals do not allow deliveries between 9:00 p.m. and 7:00 a.m.

Members of the Plan Commission noted that overnight truck delivery would not be on a scheduled basis and also stated their respect for the company and its founder. However, the consensus of the Commission was to support the initial approval condition to not allow overnight deliveries to protect the adjacent residential neighborhood. Motions to recommend Village Board of Trustees approval failed with votes of 1 - 6. Accordingly, the recommendation of the Plan Commission is for denial of the proposal.

Four positive votes are required for approval.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 16-04 and PC 16-05, Ice Mobility

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

Pursuant to the **APPLICATION** of **ICE MOBILITY**, being the **CONTRACT LESSEE** of real estate located at **851-937 E. PARK AVENUE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT AND SPECIAL USE PERMIT FOR WAREHOUSING AND STORAGE IN ORDER TO PERMIT TRUCK DELIVERIES BETWEEN THE HOURS OF 9:00 P.M. AND 7:00 A.M. IN CONNECTION WITH THE OPERATIONS OF ICE SERVICES LLC D/B/A ICE MOBILITY, BUT ONLY WITHIN THE PREMISES LOCATED AT THE BUILDING WITH THE ADDRESS RANGE OF 901 AND 925-937 E. PARK AVENUE IN AN I-3, GENERAL INDUSTRIAL DISTRICT, CHAPTER 26, SECTION 16-9**, 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 **MARCH 12, 2016**, and held on **MARCH 28, 2016**, at **7:05 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois.

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

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

Background:

The petitioner, John Mitchell, President of Ice Mobility, is currently seeking approval for an Amendment to the Special Use Permit for a Planned Development and an Amendment to the Special Use Permit for Warehousing and Storage in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Services LLC d/b/a Ice Mobility, but only within the premises located at the building with the address range of 901 and 925-937 E. Park Avenue in an I-3, General Industrial District. This address range encompasses only the east building of the two building development by Bridge Point 94, LLC.

The property owner, Bridge Point 94, LLC, was granted approval for a Special Use Permit for Planned Development, a Planned Development Concept Plan, a Special Use Permit for Warehousing and Storage, and a Preliminary Plat of Subdivision by the Village Board in July of 2013. The Village Board then granted approval for the Planned Development Final Plan and Final Plat of Subdivision in June of 2014 in order to construct two warehousing and distribution buildings on approximately 22 acres of land for property located at 851-937 East Park Avenue in the I-3, General Industrial District. The Special Use Permits for the Planned Development and for the Warehousing and

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Storage were granted with the condition that there will be no truck deliveries between the hours of 9:00 p.m. and 7:00 a.m.

Bridge Point 94, LLC, appeared before the Village Board of Trustees at their July 14, 2015 meeting requested to Amend those Special Use Permits in order allow shipping and receiving to take place between 9:00 p.m. and 6:00 a.m. This request was triggered by a particular tenant seeking occupancy to do warehousing and distribution who sought to have this regulation removed.

Current Proposal:

Ice Mobility is a national distributor and supply chain services provider to the wireless industry. They work directly with major manufacturers, retailers, and wireless operators to bring to market a wide array of wireless devices, from the most popular smartphones to emerging technologies. Ice Mobility's services include forward and reverse logistics, procurement, strategic and supply chain planning, produce customization, and marketing. They are currently headquartered in Vernon Hills, Illinois but are seeking to relocate to the east building of the Bridge Point 94 facility, in Libertyville in order to accommodate growth. They are proposing to occupy approximately 118,000 square feet of floor area, 17,500 of which is office space and utilize four (4) truck docks.

Ice Mobility anticipates employment at the subject site at 225 people. They state that the employee profile will be comprised of management, multi-disciplined administrative employees, and high skilled operations and warehouse workers.

The applicant states that they would operate primarily between the hours of 7:00 a.m. and 6:00 p.m. They state that although the hours of inbound shipments would be highly uncommon, the company requires the flexibility to receive product as needed in these instances. The applicant further states that while they are unable to quantify the future after hour inbound shipments, in the full calendar year 2015, only five inbound shipments were received after 9:00 p.m. at their Vernon Hills facility. They anticipate the perhaps once a month there may be a shipment running late and received after 9:00 p.m.

The petitioner, Ice Mobility, was before the Plan Commission at their meeting of March 28, 2016, seeking approval for amendments to the Special Use Permit for a Planned Development and the Special Use Permit for Warehousing and Storage in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Services LLC d/b/a Ice Mobility, but only within the premises located at the building with the address range of 901 and 925-937 E. Park Avenue in an I-3, General Industrial District. During the course of the initial public hearing, it came into question as to whether or not the applicant was able to demonstrate that they had a contractual interest in the subject property. The Plan Commission continued this item to the March 28, 2016 meeting agenda in order to provide the petitioner an opportunity to rectify this discrepancy. The Village is in receipt of documentation from Ice Mobility that confirms that they have a contract to lease tenant space at the subject site.

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Relative to this petition, the following condition number #19 is currently incorporated into Ordinance 13-O-37 Granting a Special Use Permit for a Planned Development and Ordinance 13-O-39 Granting a Special Use Permit for Warehousing and Storage, both for the subject property.

19. That no truck deliveries or truck idling take place after 9:00 p.m. or prior to 7:00 a.m.

The petitioner is proposing to replace this condition with the following three conditions:

19. Except as otherwise provided herein, no truck deliveries may take place after 9:00 p.m. or prior to 7:00 a.m.
20. No truck idling may take place after 9:00 p.m. or prior to 7:00 a.m.
21. Truck deliveries between the hours of 9:00 p.m. and 7:00 p.m. is permitted in connection with the operations of Ice Services LLC d.b.a. Ice Mobility but only within the premises located within the building with the following address range 901 and 925-937 E. Park Avenue.

The proposed land use by Ice Mobility is consistent with of high tech employment generator that the Village's Comprehensive Plan and Economic Development Strategy envisions for this site. However, the Plan Commission notes that when Bridge Point 94 was initially approved for their Special Use Permit the Village Board required the night delivery restriction. As noted earlier in this report, subsequent to those approvals, an application was received to amend the Special Use to have this condition removed, but was denied by the Village Board.

Although Ice Mobility states that they have had not more than five (5) after 9:00 p.m. inbound truck deliveries for year 2015 at their Vernon Hills facility and it is not typical for them to receive inbound deliveries after 9:00 p.m., they still are requesting for flexibility in the number of inbound deliveries after 9:00 p.m.

The Plan Commission recognizes that five (5) nighttime deliveries at their existing facility is de minimis. However, without a means to monitor and enforce a restrictive or limited number of after 9:00 p.m. inbound deliveries; the Plan Commission cannot support the request to amend these ordinances.

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT IN ORDER TO PERMIT TRUCK DELIVERIES BETWEEN THE HOURS OF 9:00 P.M. AND 7:00 A.M. IN CONNECTION WITH THE OPERATIONS OF ICE SERVICES LLC D/B/A ICE MOBILITY, BUT ONLY WITHIN THE PREMISES LOCATED AT THE BUILDING WITH THE ADDRESS RANGE OF 901 AND 925-937 E. PARK AVENUE IN AN I-3, GENERAL INDUSTRIAL DISTRICT** be **DENIED**.

Report of the Plan Commission, PC 16-04 and PC 16-05

The vote of the Plan Commission recommending **APPROVAL** was 1 - 6, recorded as follows:

AYES: OAKLEY

NAYS: MOORE, COTEY, FLORES, KRUMMICK, SCHULTZ, SEMMELMAN

ABSENT: NONE

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR WAREHOUSING AND STORAGE IN ORDER TO PERMIT TRUCK DELIVERIES BETWEEN THE HOURS OF 9:00 P.M. AND 7:00 A.M. IN CONNECTION WITH THE OPERATIONS OF ICE SERVICES LLC D/B/A ICE MOBILITY, BUT ONLY WITHIN THE PREMISES LOCATED AT THE BUILDING WITH THE ADDRESS RANGE OF 901 AND 925-937 E. PARK AVENUE IN AN I-3, GENERAL INDUSTRIAL DISTRICT** be **DENIED**.

The vote of the Plan Commission recommending **APPROVAL** was 1 - 6, recorded as follows:

AYES: OAKLEY

NAYS: MOORE, COTEY, FLORES, KRUMMICK, SCHULTZ, SEMMELMAN

ABSENT: NONE

Respectfully Submitted, April 20, 2016.

Chair, Plan Commission

Secretary, Plan Commission

Report of the Plan Commission, PC 16-04 and PC 16-05

EXHIBIT A

Legal Description of the Property

PARCEL 1:

THE WEST 200 FEET (AS MEASURED ALONG THE SOUTHERLY LINE OF STATE ROUTE NO. 176) OF THE EAST 500 FEET (AS MEASURED ALONG THE SOUTHERLY LINE OF STATE ROUTE NO. 176) OF THAT PART OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF C. FRANK WRIGHT'S ADDITION TO LIBERTYVILLE; THENCE NORTHERLY ALONG THE EAST LINE OF SAID C. FRANK WRIGHT'S ADDITION, 213 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID STATE ROUTE NO. 176; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID STATE ROUTE NO. 176, 1135.0 FEET, MORE OR LEES, TO THE EASTERLY VILLAGE LIMITS OF LIBERTYVILLE AS OF DECEMBER 15, 1930; THENCE SOUTHERLY ALONG THE LINE OF SAID CORPORATE LIMITS, 150 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 83 DEGREES 45 MINUTES EAST, 1132.10 FEET FROM THE SOUTHEAST CORNER OF C. FRANK WRIGHT'S ADDITION; THENCE NORTH 83 DEGREES 45 MINUTES WEST, 1132.1 FEET TO THE POINT OF BEGINNING (EXCEPT THE WEST 74.12 FEET THEREOF AS MEASURED ALONG THE SOUTHERLY LINE OF STATE ROUTE NO. 176), IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 (EXCEPT THE NORTH 20 FEET THEREOF), 92 THROUGH 105, BOTH INCLUSIVE, AND 179 THROUGH 183, BOTH INCLUSIVE, (EXCEPT THE SOUTH 50 FEET OF LOT 182), TOGETHER WITH THAT PART OF VACATED SUNNYSIDE AVENUE LYING EAST OF THE WEST LINE OF LOT 93 PRODUCED NORTH, THAT PART OF VACATED MEADOW LANE LYING EAST OF THE WEST LINE OF LOT 104 PRODUCED SOUTH, THAT PART OF VACATED SEVENTH STREET LYING NORTH OF THE SOUTH 50 FEET OF LOT 182 (EXCEPT THE NORTH 20 FEET OF THE EAST HALF THEREOF LYING WEST OF THE NORTH 20 FEET OF LOT 1), THE VACATED EAST AND WEST ALLEY LYING BETWEEN LOTS 93, 94, 103 AND 104, AND THE VACATED EAST AND WEST ALLEY LYING SOUTH OF LOTS 174 THROUGH 181 AND LOT 183, ALL IN SUNNYSIDE PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT 227922, IN BOOK "L" PLATS, PAGE 108, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1, 2 AND 4 OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY RIGHT-OF-WAY DISTANT 737.21 FEET EASTERLY FROM THE SOUTHEASTERLY CORNER OF C. FRANK WRIGHT'S ADDITION TO LIBERTYVILLE; THENCE SOUTHERLY AT

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RIGHT ANGLES TO THE SAID NORTHERLY RIGHT-OF-WAY LINE, 70 FEET TO THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE RAILWAY AFORESAID; THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE, 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE SAID SOUTHERLY LINE, 70 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE, 30 FEET TO THE POINT OF BEGINNING, AS CREATED BY THE AGREEMENT DATED APRIL 7, 1964 AND RECORDED APRIL 20, 1964 AS DOCUMENT 1222765, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE FORMER CHICAGO AND MILWAUKEE ELECTRIC RAILROAD COMPANY'S RIGHT-OF-WAY WITH THE EASTERLY LINE OF SUNNYSIDE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 22 ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT NUMBER 227922 IN LAKE COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RAILROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE DES PLAINES RIVER; THENCE SOUTHWESTERLY ALONG SAID RIVER CENTERLINE TO A LINE 140 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF LOT A IN COPELAND MANOR NORTH, BEING A SUBDIVISION OF PART OF SAID SECTIONS 21 AND 22 ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1926 AS DOCUMENT NUMBER 271824 IN SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE NORTHWEST CORNER OF PREMISES DESCRIBED IN DOCUMENT 687148; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF PREMISES DESCRIBED IN DOCUMENT 687148 TO THE SOUTH LINE OF LOT A; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DOCUMENT 649149; THENCE NORTHEASTERLY ALONG THE EAST LINE OF PREMISES DESCRIBED IN DOCUMENT 649149 TO THE NORTHEAST CORNER OF SAID PREMISES DESCRIBED IN SAID DOCUMENT 649149; THENCE NORTHWESTERLY MEASURED ON A LINE 140 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 285 FEET TO THE NORTHWEST CORNER OF PREMISES DESCRIBED IN DOCUMENT 649145; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF PREMISES DESCRIBED IN DOCUMENT 649145 TO THE SOUTH LINE OF SAID LOT A; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DOCUMENT 649144; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF PREMISES DESCRIBED IN DOCUMENT 649144 TO THE NORTHEAST CORNER OF SAID PREMISES DESCRIBED IN SAID DOCUMENT 649144; THENCE NORTHWESTERLY MEASURED ON A LINE 140 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT A TO A LINE 140 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT A; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO A LINE 121 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SUNNYSIDE PARK SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF SEVENTH AVENUE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO SAID

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SOUTHERLY LINE OF SUNNYSIDE PARK SUBDIVISION; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID SUBDIVISION TO THE NORTHEAST CORNER THEREOF, ALSO BEING SAID POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTHERLY 20 FEET OF THE WESTERLY 829.25 FEET (AS MEASURED ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID SUNNYSIDE PARK SUBDIVISION) THEREOF, SAID EXCEPTION ABUTTING SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE AND ALSO EXCEPTING THEREFROM THAT PART LYING EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE FORMER CHICAGO AND MILWAUKEE ELECTRIC RAILROAD COMPANY'S RIGHT-OF-WAY WITH THE EASTERLY LINE OF SUNNYSIDE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 22 ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT NUMBER 227922; THENCE SOUTH 83 DEGREES 07 MINUTES 23 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 802.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 55 MINUTES 19 SECONDS WEST, 922.90 FEET; THENCE NORTH 82 DEGREES 53 MINUTES 38 SECONDS WEST, 801.07 FEET; THENCE SOUTH 06 DEGREES 51 MINUTES 49 SECONDS WEST, 47.38 FEET; THENCE NORTH 82 DEGREES 40 MINUTES 00 SECONDS WEST, 65.53 FEET TO THE POINT OF TERMINATION, ALL IN LAKE COUNTY, ILLINOIS.

EXCERPTS FROM PLAN COMMISSION MEETING MINUTES

Draft March 28, 2016, Plan Commission Meeting Minutes

**PC 16-04 Ice Mobility, Applicant
851-937 E. Park Avenue**

Request is for an Amendment to the Special Use Permit for a Planned Development in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Services LLC d/b/a Ice Mobility, but only within the premises located at the building with the address range of 901 and 925-937 E. Park Avenue in an I-3, General Industrial District.

**PC 16-05 Ice Mobility, Applicant
851-937 E. Park Avenue**

Request is for an Amendment to the Special Use Permit for Warehousing and Storage in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Services LLC d/b/a Ice Mobility, but only within the premises located at the building with the address range of 901 and 925-937 E. Park Avenue in an I-3, General Industrial District.

Mr. David Smith, Senior Planner, introduced the petitioner's request. Mr. Smith stated that the petitioner, Ice Mobility, was before the Plan Commission at their February 22, 2016 meeting seeking approval for amendments to the Special Use Permit for a Planned Development and the Special Use Permit for Warehousing and Storage in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Mobility, but only within the premises for this particular tenant located at the building with the address range of 901 and 925-937 E. Park Avenue. He stated that during the course of the public hearing, it came into question as to whether or not the applicant was able to demonstrate that they had a contractual interest in the subject property. He stated that the Plan Commission continued this item to the March 28, 2016 meeting agenda in order to provide the petitioner an opportunity to rectify this discrepancy.

Mr. David Pardys, Village Attorney, stated that during the course of the public hearing, it came into question as to whether or not the applicant was able to demonstrate that they had a contractual interest in the subject property. The Village is in receipt of documentation from Ice Mobility that confirms that they have a contract to lease tenant space at the subject site.

Mr. Mark Houser, Bridge Development, stated that Ice Mobility is seeking occupancy in the east building of the Bridge Development property. He stated that Ice Mobility has not had more than five (5) deliveries after 9:00 p.m. at their Vernon Hills location for all of 2015.

Ms. Denise Gibson, resident at 140 School Street, Libertyville; co-founder and chairperson for Ice Mobility, stated that Ice Mobility provides logistical services for wireless and other electronic devices manufacturers. She stated that their services include a variety of unique packaging and shipping services for these manufacturers.

Ms. Gibson stated that her prior experience was with Bright Star, a company which has done exceptionally well and has since expanded from its initial start-up. She stated that with Ice Mobility, the late night truck deliveries are very minimal. She stated that all of the activities will take place indoors in a clean, light-industrial environment. She stated that she recognizes the sensitivity of the residential neighbors.

Mr. Dale Sherman, 766 Meadow Lane, stated that his objection on standing is a continued objection, but recognizes that the public hearing will proceed. He stated that he is not anti-business and that he appreciates that the subject site has been updated with the Bridge Development. He stated that the condition for no overnight deliveries for the approval for the ordinance should remain unchanged. He stated that he and his neighbors do not want to hear the truck back-up noise late at night. He stated that many children live in the area. He stated that this issue was a foreseeable circumstance and that Bridge Development should have known that that this restriction was put into place. He stated that although Ice Mobility is a good company, the neighbors should not have to be burdened.

Mr. Mark Christensen, Bridge Development, stated that Bridge Development has worked long and hard with the Village to get their approvals and it was a positive process. He stated that the ordinance approving their Planned Development came with 19 conditions. He stated that the truck delivery restriction was added on at the last minute and that it was a mistake. He stated that this restriction compromises the facility. He stated that the community wants these buildings occupied. He stated that this circumstance doesn't just affect Ice Mobility. He stated that they are not expecting heavy truck traffic with Ice Mobility. He stated that they couldn't hear the truck horn on the west side of the building. He stated that this request only applies to Ice Mobility, not to the site generally. He stated that this restriction is a problem and is hurting Bridge Development and the community.

Ms. Janice Pearson, 742 Meadow Lane, stated that Bridge Development has 16 sites. She stated that the Libertyville location is the only one surrounded by residential areas. She stated that the Village Board of Trustees stated during the Board's meeting for the Planned Development request by Bridge Development that a balance must be struck. She stated that the Village Board approved the Planned Development with a list of conditions including the restriction of truck deliveries after 9:00 p.m. She stated that Bridge is now looking for a loophole in order to circumvent the delivery restriction. She stated that the only reason that Bridge Development has never had any issues with residents in the past is because they have never built near a residential area before.

Mr. Chuck Pearson, 742 Meadow Lane, stated that a noise nuisance is a loud and discordant noise per the Zoning Code. He stated that there isn't a practical way to monitor the number of truck deliveries after 9:00 p.m.

Ms. Jeannine Phillips, 304 Camelot, stated that the surrounding residential neighborhoods will be affected. She stated that she loves this community and would not want the children's sleep to be disrupted by the noise. She stated that the property owner already agreed to the condition to restrict the truck deliveries after 9:00 p.m. She stated that she is pro-business and pro-Libertyville, but that includes the children, schools, and the housing market.

Mr. Frank Weitekamper, 103 Camelot, stated that he is perturbed that he has to be back again for this application. He stated that the initial approval included the condition to limit truck deliveries after 9:00 p.m. and that this should be abided by. He stated that Route 176 is busy enough anyway.

Ms. Bridget Dalton, 331 Camelot, stated that her property backs up to St. Mary's Road. She stated that the neighborhood has up to 70 children in the neighborhood just west of the Bridge Development site. She stated that the Village of Libertyville has a small town feel and that this should be protected.

Mr. Steve Groetsema, Bridge Development Chicago Market Officer, stated that it is not the intention to keep coming back to the Village to amend the after 9:00 p.m. delivery restriction. He stated that the tenants for his location are not heavy industrial. He stated that the prior attempt for Frito Lay to get occupancy was a mistake. He stated that they turned away Amazon because of the anticipated heavy truck traffic. He stated that they believe that Ice Mobility is a much better fit for this facility and that night deliveries would be a non-issue.

Ms. Janice Pearson stated that there are other on-going issues of concern for the Bridge site. She stated that the berm looks trashy and that the grass needs cutting.

Commissioner Oakley stated that the property has been zoned industrial long before the residential neighborhood was developed.

Commissioner Cotey asked for clarification regarding the anticipated truck deliveries. Ms. Gibson stated that when a new product is launched there is a short window of time between the launch and the customer demand. She stated that their insurance policy requires an extensive amount of security prohibiting trucks in route from stopping during a transit. She stated that this may cause on occasion a late delivery, but it would be very seldom.

Commissioner Cotey asked if there are any other transportation logistical alternatives that may include talking to the shipping companies. Ms. Gibson stated that they have not identified any other alternatives that wouldn't create a business risk.

Commissioner Cotey asked how long is the lease agreement for. Ms. Gibson stated that it is a five (5) year lease with an option to extend and expand.

Commissioner Cotey asked how much of an expansion do they anticipate over a five year period. Ms. Gibson stated that it could be as much as an additional 200,000 square feet of floor area.

Commissioner Krummick stated that he understands the neighboring residents' grievance and that this restriction is causing a hardship for Bridge Development.

Mr. Groetsema, Bridge Development, stated that they have passed on Handy Foil and Amazon because of the truck delivery and idling concerns. He stated that Ice Mobility will have far fewer trucks.

Commissioner Krummick asked what the average size requirement for tenants are for these types of facilities. Mr. Groetsema stated that most of these tenant space sizes are in the 60,000 square foot range in Lake County. He stated that they are currently negotiating with two other potential tenants who agree with the truck delivery restriction for the Bridge Development site.

Commissioner Krummick asked if the applicant would be willing to do a sound study. Mr. Mark Houser, Bridge Development, stated that that last time that the sound was reviewed they found that the on-site activity was below ambient noise. He stated that there would not be any noise detected west of the site.

Commissioner Schultz asked how a limited number of trucks after 9:00 p.m. could be regulated. Mr. John Spoden, Director of Community Development, stated that it would be difficult to enforce, but the proposed tenant, Ice Mobility, would be a tenant that would be in line with the Economic Development Strategy for the Village.

Commissioner Schultz asked if there are any safe harbors or warehouse facilities that trucks could stop overnight while in transit to the Bridge site if they would otherwise arrive after 9:00 p.m. Ms. Gibson stated due to the issue of time cycles of new product announcements, manufacturing, distribution, and the customer demand, it is impossible to commit to no after 9:00 p.m. deliveries. She stated that they can offer a monthly report to demonstrate just how far and few the after 9:00 p.m. deliveries would be, but this would be after the fact record keeping.

Chairman Moore stated that the standing objection regarding the validity of the application is on the record. He asked how the petitioner would like to proceed. The applicant requested that the Plan Commission make their recommendation to the Village Board of Trustees.

In the matter of PC 16-04, Commissioner Oakley moved, seconded by Commissioner Cotey, to recommend the Village Board of Trustees approve an Amendment to the Special Use Permit for a Planned Development in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Services LLC d/b/a Ice Mobility, but only within the premises located at the building with the address range of 901 and 925-937 E. Park Avenue in an I-3, General Industrial District, in accordance with the plans submitted.

Motion failed 1 - 6.

Ayes: Oakley

Nays: Moore, Cotey, Flores, Krummick, Schultz, Semmelman

Absent: None

In the matter of PC 16-05, Commissioner Cotey moved, seconded by Commissioner Flores, to recommend the Village Board of Trustees approve an Amendment to the Special Use Permit for Warehousing and Storage in order to permit truck deliveries between the hours of 9:00 p.m. and 7:00 a.m. in connection with the operations of Ice Services LLC d/b/a Ice Mobility, but only within the premises located at the building with the address range of 901 and 925-937 E. Park Avenue in an I-3, General Industrial District, in accordance with the plans submitted.

Motion failed 1 - 6.

Ayes: Oakley

Nays: Moore, Cotey, Flores, Krummick, Schultz, Semmelman

Absent: None



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Ordinance Adopting the 2016-2017 Village Budget

Staff Recommendation: Adopt Ordinance

Staff Contact: Patrice Sutton, Finance Director

Background: The Village operates under a Budget Officer system and is required to adopt a budget ordinance prior to the start of the May 1, 2016 fiscal year. The proposed 2016-17 Village Budget represents the input of the Village Board, the public, and the Administrative Staff during the budget preparation process which included budget workshops as well as the public hearing.

The attached ordinance and the 2016-2017 Village Budget satisfy the requirements set forth in the Budget Officer Act. The 2016-2017 Village Budget includes revenues of \$58,846,465 and expenditures of \$67,935,765. While all of the operating funds are balanced, some of the Capital Projects funds have expenditures exceeding current year revenue which will be funded with prior year fund balances. The General Fund remains balanced, with a budgeted surplus of \$34,120. The Administrative Staff recommends the Village Board adopt the attached ordinance.

The budget document was previously distributed to Village Board members and has been available for public inspection at the Village Hall since March 25, 2016. Four positive votes are required.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-

AN ORDINANCE ADOPTING THE BUDGET OF
THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS
FOR ALL CORPORATE PURPOSES, IN LIEU OF AN ANNUAL APPROPRIATION
ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF MAY 2016 AND ENDING ON THE THIRTIETH DAY OF APRIL 2017

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
this 26th day of April, 2016

Published in pamphlet form by
direction and authority of the
Village of Libertyville
Lake County, Illinois
this 27th day of April, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-

AN ORDINANCE ADOPTING THE BUDGET OF
THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS
FOR ALL CORPORATE PURPOSES, IN LIEU OF AN ANNUAL APPROPRIATION
ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF MAY 2016 AND ENDING ON THE THIRTIETH DAY OF APRIL 2017

WHEREAS, a tentative annual budget for the Village of Libertyville, County of Lake, State of Illinois, for the fiscal year ending April 30, 2017, upon which this budget ordinance is based, was heretofore duly prepared and made conveniently available for at least ten days prior to the adoption of this ordinance, all in accordance with the Budget Officer System adopted by Libertyville Ordinance No. 91-0-67; and

WHEREAS, the Board of Trustees of the Village of Libertyville, pursuant to notice duly published on March 29, 2016 in the *Daily Herald*, a newspaper published and having a general circulation within the Village of Libertyville, held a public hearing on April 12, 2016 at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the tentative annual budget in accordance with Section 8-2-9.9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.9 (formerly Ill. Rev. Stat. ch. 24, § 8-2-9.9); and

WHEREAS, all required or necessary revisions, alterations, increases or decreases in said tentative annual budget have since been made;

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

SECTION ONE: The foregoing recitals are incorporated herein and by this reference made a part hereof as findings of the President and Board of Trustees of the

Village of Libertyville as if fully set forth.

SECTION TWO: The Budget for all corporate purposes of the Village of Libertyville, County of Lake, State of Illinois, for the fiscal year commencing on the first day of MAY 2016 and ending on the thirtieth day of APRIL 2017, as presented to the President and Board of Trustees of the Village of Libertyville on April 26, 2016 is incorporated herein by this reference and made a part hereof and is hereby adopted.

SECTION THREE: Pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 (formerly Ill. Rev. Stat. ch. 24, § 8-2-9.4), this ordinance shall be and hereby is adopted in lieu of the adoption of an annual appropriation ordinance, and the following amounts set forth the total amount of the appropriations budgeted for in the Budget adopted hereby for the various corporate purposes of the Village of Libertyville, County of Lake, State of Illinois:

For Corporate Fund:

Administration	\$1,369,240	
Engineering	282,660	
Community Development	2,097,350	
Police	8,696,965	
Emergency Management Agency	8,340	
Swimming Pool Operations	378,105	
Golf Course	10,545	
Senior Programs	72,335	
Public Buildings	101,640	
Legislative Boards	136,680	
CBD Parking	97,300	
Legal	407,000	
Community Organizations	<u>199,395</u>	
Total Corporate Fund		\$13,857,555

For Fire Protection:

Ambulance	\$5,127,502	
Fire Protection	<u>2,760,963</u>	
Total Fire Protection		\$7,888,465

For Highways & Bridges

Maintenance	\$1,689,470	
Snow Removal & Ice Control	364,995	
Refuse & Recycling	<u>169,220</u>	
Total Highways & Bridges		\$2,223,685

For Public Parks		\$1,872,885
For Recreation System		\$1,742,150
For Motor Fuel Tax Fund		\$610,000
For Commuter Parking Fund		\$415,275
For Impact Fee Fund		\$0
For Tax Increment Financing Fund		\$9,494,000
For Emergency Telephone System Fund		\$403,460
For Fire Fund		\$8,500
For Foreign Fire Insurance		\$60,000
For Combined Water & Sewer System		\$11,246,760
For Libertyville Sports Complex		\$3,809,515
For Special Service Area		
Timber Creek	\$20,585	
Concord at Interlaken	<u>23,425</u>	
Total Special Service Area		\$44,010
For Hotel/Motel Tax Fund		\$387,870
For Bonded Indebtedness:		
General Obligation Bond Fund	\$1,550,710	
Sales Tax Bond Fund	<u>74,245</u>	
Total Bonded Indebtedness		\$1,624,955
For Capital Improvements:		
Capital Improvement Fund	\$672,500	
Road Improvement Fund	4,596,600	
Park Improvement Fund	705,000	
Public Buildings Improvement Fund	<u>127,000</u>	
Total Capital Improvements		\$6,101,100
For Internal Service Funds:		
Fleet Services & Replacement	\$1,664,980	
Technology & Equipment	<u>533,790</u>	
Total Internal Service Funds		\$2,198,770
For Police Pension Fund		\$2,370,360
For Firefighter Pension Fund		\$1,576,450
TOTAL 2016-17 Municipal Budget		\$67,935,765

SECTION FOUR: The Village Clerk shall be, and hereby is, authorized and directed to file a certified copy of this ordinance, together with a full and complete copy of the Budget hereby adopted and the Chief Fiscal Officer's certified estimate of revenues by source, with the County Clerk of Lake County within 30 days following the adoption of this ordinance. This ordinance shall be in full force and effect upon passage and approval and publication in pamphlet form as required by law.

PASSED this 26th day of April, 2016

AYES:

NAYS:

ABSENT:

APPROVED this 27th day of April, 2016.

Terry L. Weppler, Village President

ATTEST:

Sally A. Kowal, Clerk

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date: April 26, 2016

Agenda Item: Ordinance for Proposed Water and Sewer Rate Structure

Staff Recommendation: Approve Ordinance

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

Background: The Village contracted with the firm of Municipal & Financial Services Group in September 2015 to perform a water and sanitary sewer rate study in order to ensure that sufficient revenues are being collected for the necessary operating and capital expenditures of these two utilities. One of the more significant capital expenditures includes the mandated, but unfunded, Illinois Environmental Protection Agency (IEPA) requirement that the Phosphorus limit in the effluent from the Waste Water Treatment Plant be reduced to 1 milligrams/liter (mg/l) by 2019. The anticipated capital costs to achieve this are approximately \$7,250,000. If sanitary sewer rates are not increased above the built-in annual 3% escalator, the Village will start running at a deficit beginning in FY 2019/20. The projected future operating and capital costs for each utility along with suggested rate increases and billing structures were discussed in detail with the Water & Sewer Committee at the January, February, March and April meetings of this year. Following these discussions, the following proposed rate increases and tiered billing structure has been recommended by the Committee:

Proposed Water Rate Increase

- Current water rate structure:
 - Bi-monthly minimum charge = \$31.69
 - Unit rate for usage above 4,000 gal. = \$6.65 per 1,000 gal.
 - Senior/handicapped discount = \$2.70 per billing period

- Proposed water rate structure:
 - Fixed Bi-monthly charge (no usage included) = \$22.83
 - Tiered rate structure per 1,000 gal.:
 - Tier 1 – up to 4,000 gal. = \$2.40 per 1,000 gal.
 - Tier 2 – from 4,000 – 8,000 gal. = \$4.81 per 1,000 gal.
 - Tier 3 – over 8,000 gal. = \$7.21 per 1,000 gal.
 - Senior/handicapped discount = \$2.70 per billing period

Proposed Sewer Rate Increase

- Current sewer rate structure:
 - Sewer usage capped at 110% of winter water usage
 - Bi-monthly minimum charge = \$21.90
 - Unit rate for usage above 4,000 gal. = \$3.88 per 1,000 gal.
 - Senior/handicapped discount = \$6.25 per billing period

- Proposed sewer rate structure:
 - Sewer usage capped at 125% of winter water usage
 - Fixed Bi-monthly fee (no usage included) = \$7.66
 - Unit rate for all usage = \$4.31 per 1,000 gal.
 - Senior/handicapped discount = \$6.25 per billing period

The Committee has also recommended that the current policy for multiple addresses using the same water meter be billed as one account instead of as separate accounts should continue. The rate study recommends that water rates should be increased by 5% for FY 2017/18 and 2018/19, then 3% thereafter. The rate study also recommends that sewer rates should be increased by 12% for FY 2017/18 and 2018/19, then 3% thereafter. Administrative Staff recommends approving the attached Ordinance for the proposed Water and Sewer rate increases and tiered billing structure as recommended by the Water & Sewer Committee. The Ordinance will also temporarily rescind the current automatic 3% rate increases that have been added every May 1st since 2009. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE AMENDING CHAPTER 13 – LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE VII – SCHEDULE OF FEES, PERMITS AND LICENSES, SECTION 13-171 – FEE SCHEDULE OF THE LIBERTYVILLE MUNICIPAL CODE

WHEREAS, Section 13-171 of the Libertyville Municipal Code establishes a schedule of fees; and

WHEREAS, in order to establish equitable fees and generate revenue for increases in capital, operating and maintenance expenses associated with water and sewer, it is necessary for the Village to establish a new water and sewer rate structure and amend the fee schedule:

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

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

SECTION TWO: Amendment to Chapter 13, Section 13-171. Section 13-171 of the Libertyville Municipal Code shall be amended and set forth in the Schedule attached hereto as Exhibit A.

SECTION THREE: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as the conflict herewith.

SECTION FOUR: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED this _____ day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016

ATTEST:

Terry Weppler, Village President

Sally Kowal, Village Clerk

Exhibit A

Water/Sewer Service:	
Water Service Deposit	200.00
Water Service Charges	
Bi-monthly, minimum charge	31.69
Fixed Bi-Monthly Fee	22.83
Plus, per thousand gallons in excess of four thousand (4,000) gallons	6.65
Tiered Rate Structure per 1,000 gallons:	
Tier 1 – up to 4,000 gallons =	2.40
Tier 2 – 4,000 to 8,000 gallons =	4.81
Tier 3 – over 8,000 gallons =	7.21
Senior/handicapped discount per two month billing period	2.70
Sewer Service Charges	
Bi-monthly, minimum charge	21.90
Fixed Bi-Monthly Fee	7.66
Plus, per thousand gallons in excess of four thousand (4,000) gallons	3.88
Unit Rate per 1,000 gallons	4.31
Lake County Sewer Agreement charge per thousand in excess of 4,000 1,000 gallons	.37
Senior/handicapped discount per two-month billing period	6.25
Effective May 1, 2015 water and sewer charges will increase 3% per year, plus increase in CLCJAWA rate	
Water/Sewer late payment penalty: upon request 1 late fee may be waived per fiscal year	10%
Water Shut off Fee	50.00
Water Re-connection Fee	50.00
<i>Note: Non-Village residents shall be charged double the identified water and sewer rates above</i>	
Metered use from hydrants, minimum per thousand gallon rate charged per above, plus an administrative fee of:	15%

Water and Sewer Rate Study	Presented by:	
Presentation to the Village Board April 26, 2016	Eric Callocchia <i>Manager</i>	Municipal & Financial Services Group

Contents



- 1** Rate Study Background and Purpose
- 2** Projected Expenses
- 3** Projected Consumption
- 4** Projected Revenue Increase Needs
- 5** Proposed Rate Structure Alternatives
- 6** Customer Impacts
- 7** Customer Bill Comparisons
- 8** Final Recommendations

 2

Rate Study Background and Purpose

- Why perform a rate study?
 - Assess financial health of the Village’s utility fund
 - Ensure compliance with all federal and state regulations
 - Project future operating and capital expenses needed to maintain utility systems
 - Project future rates that will generate revenues sufficient to cover operating and capital expenses
 - Assure a minimum level of cash reserves
- Drivers of rate increases:
 - Increasing operating costs (3.7% per year)
 - Major capital improvements planned over the next five to ten years
 - Maintaining 25% of Utility Fund operating expenses in a cash reserve



3

Projected Costs Summary - Water

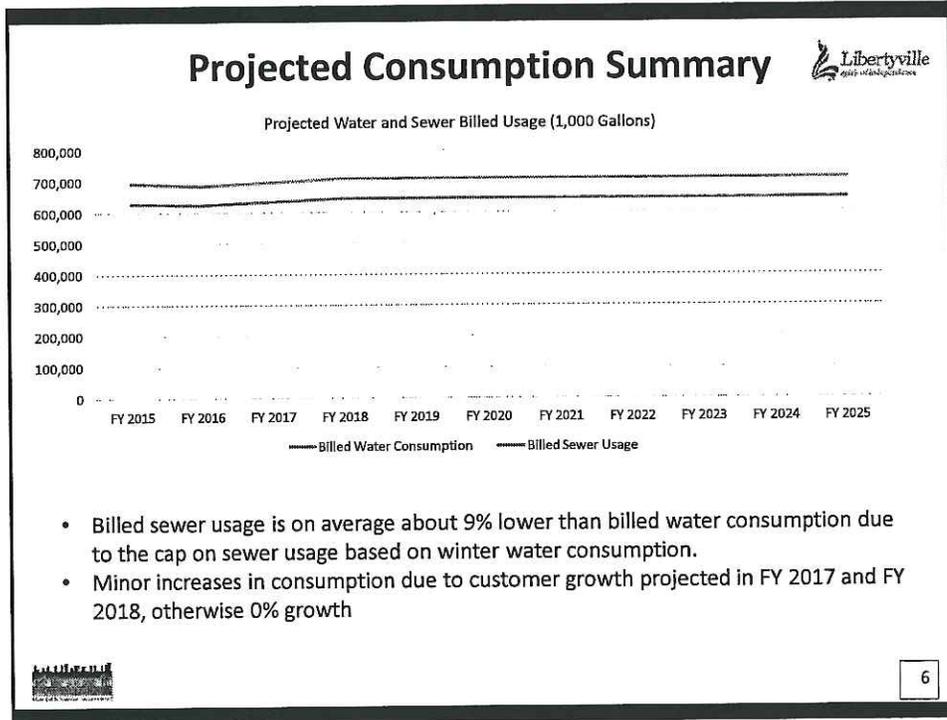
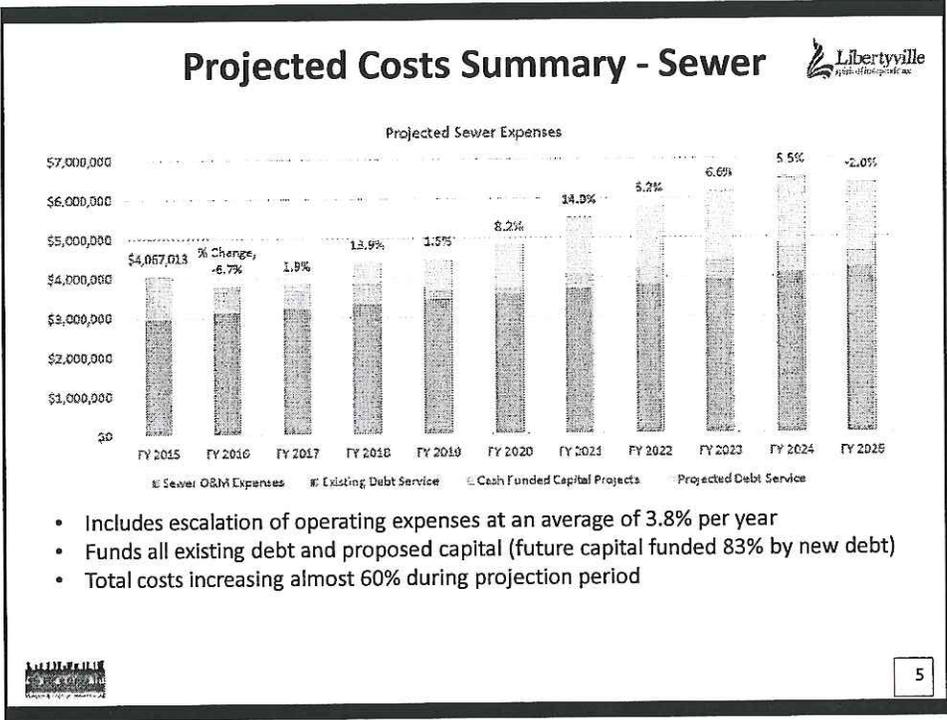
Projected Water Expenses

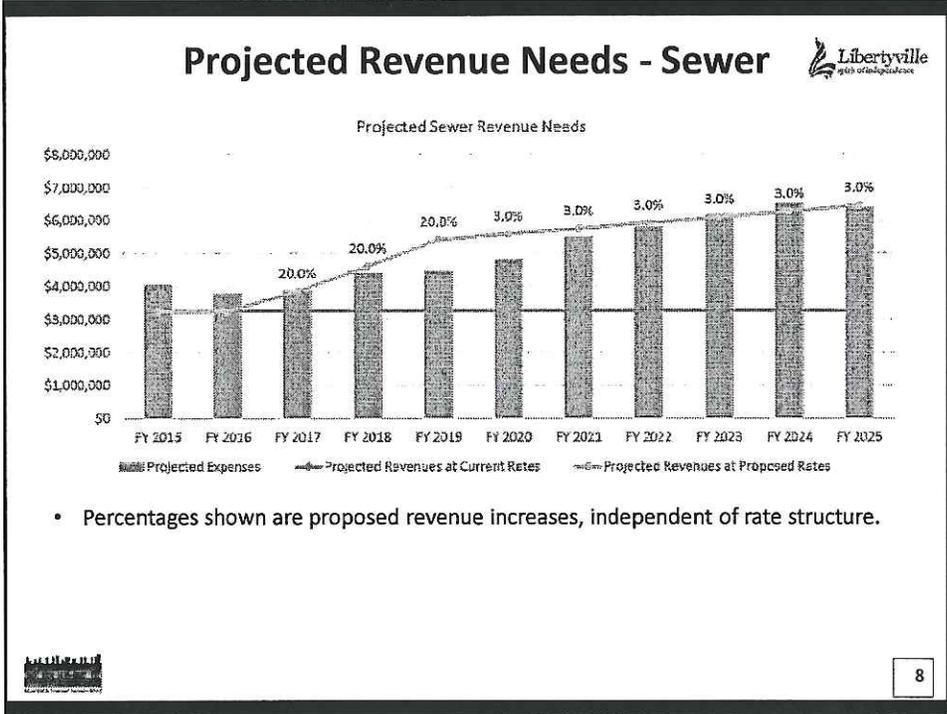
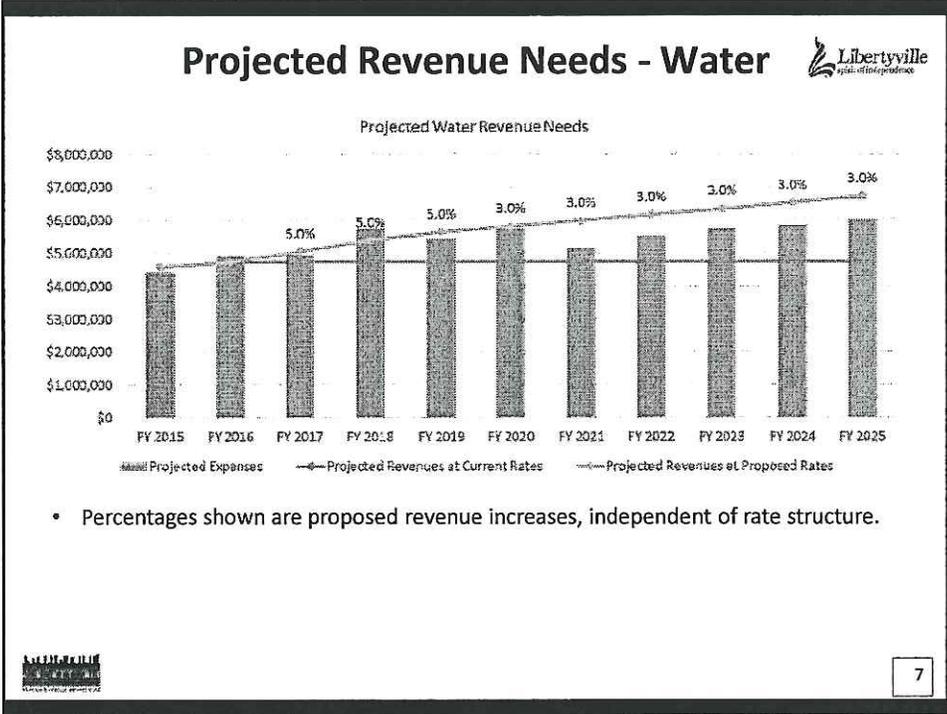
Fiscal Year	Water O&M Expenses	Existing Debt Service	Cash Funded Capital Projects	Projected Debt Service	% Change
FY 2015	\$4,419,358				
FY 2016					11.6%
FY 2017					0.6%
FY 2018					16.0%
FY 2019					-5.5%
FY 2020					5.9%
FY 2021					10.7%
FY 2022					7.3%
FY 2023					4.4%
FY 2024					1.7%
FY 2025					2.8%

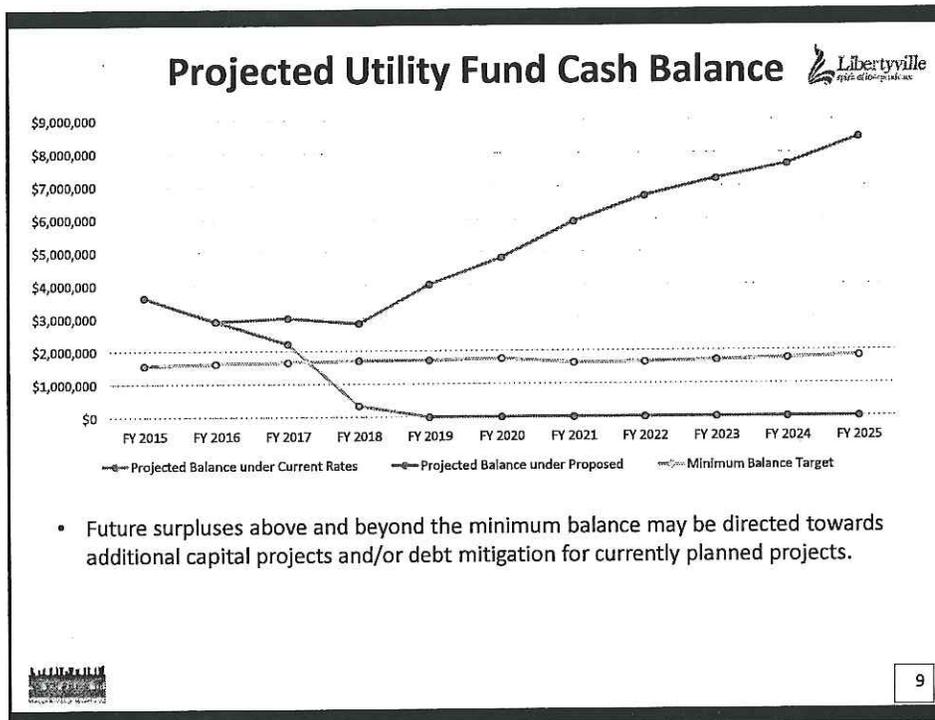
- Includes known projections of CLCJAWA rates
- Includes escalation of operating expenses at an average of 1.5% per year until FY 2020, then an average of 2.0% from FY 2022 to FY 2025 (FY 2021 includes drop due to projected CLCJAWA rate)
- Funds all existing debt and proposed capital (future capital funded 92% by new debt)



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Proposed Water Rate Structure

- FY 2016 Water Rate Structure:
 - Bi-Monthly Minimum charge = \$30.69
 - Unit rate for usage above 4,000 gallons = \$6.40 per 1,000 gallons
- Proposed Rate Structure:
 - Fixed Bi-Monthly Fee of \$22.83 (no usage included)
 - Tiered Rate structure per 1,000 gallons:
 - Tier 1 – Up to 4,000 = \$2.40
 - Tier 2 – From 4,000 to 8,000 = \$4.81
 - Tier 3 – Over 8,000 = \$7.21

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Proposed Sewer Rate Structure



- FY 2016 Sewer Rate Structure:
 - Sewer Usage capped at 110% of winter water usage
 - Bi-Monthly Minimum charge = \$21.42
 - Unit rate for usage above 4,000 gallons = \$4.13 per 1,000 gallons
 - Unit rate **includes** Lake County charge of \$0.37 per 1,000 gallons
- Proposed Rate Structure:
 - Sewer usage capped at 125% of winter water usage
 - Fixed Bi-Monthly Fee of \$7.66 (no usage included)
 - Unit rate for all usage = \$4.31 per 1,000 gallons
 - Unit rate **does not include** Lake County charge of \$0.37 per 1,000 gallons
 - Total unit rate including Lake County charge is \$4.68



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Rate Alternative Considerations



- Should the Village continue to offer the senior discount?
 - Yes, and our recommendations reflect a continuation of the senior discount.
- Should the Village increase the cap on sewer usage billed in summer months?
 - Yes, and our recommendations include increasing this cap to 125%. Future rate increases have been adjusted downward to reflect this additional billable sewer usage.
- Should multiple units behind one water meter be treated as one account or individual accounts when it comes to the water rate tiers?
 - Current Village policy treats these situations as one account, and MFSG recommends that this policy continues under the tiered rate. MFSG's analysis showed that treating these customers as individuals always results in these accounts receiving higher bills than they receive under current policy.



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Impact of Rate Structure and Increase

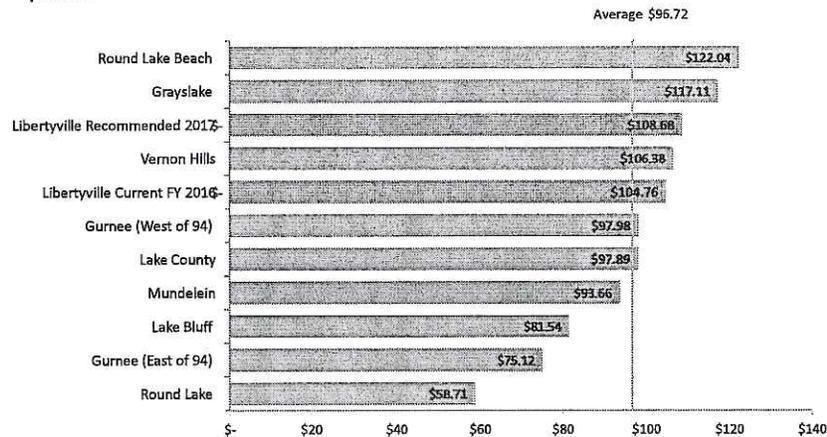
Sample Bills	Bi-Monthly Usage	Current FY 2016	Updated FY 2017	% Change from 2016	Recommended FY 2017	% Change from 2016
Senior Citizen	2,000	\$52.11	\$53.67	3%	\$44.66	(-14%)
Average Residential	9,000	\$104.76	\$107.90	3%	\$108.68	4%
High Use Residential	20,000	\$220.59	\$227.21	3%	\$239.50	9%
Multi-Unit	22,000	\$241.65	\$248.90	3%	\$263.29	9%
Industrial	45,000	\$483.84	\$498.36	3%	\$536.82	11%
Commercial	49,000	\$525.96	\$541.74	3%	\$584.39	11%

- Updated FY 2017 rates include a 3% increase
- A more complete table of customer impacts is provided as a handout



Sample Customer Bills

- Sample bi-monthly bills for a residential customer using 9,000 gallons per bi-monthly period



Summary of Recommendations



- FY 2017 Water Rate Structure:
 - Fixed Bi-Monthly Fee of \$22.83 (no usage included)
 - Tiered Rate structure per 1,000 gallons:
 - Tier 1 – Up to 4,000 = \$2.40
 - Tier 2 – From 4,000 to 8,000 = \$4.81
 - Tier 3 – Over 8,000 = \$7.21

- FY 2017 Sewer Rate Structure
 - Sewer usage capped at 125% of winter water usage
 - Fixed Bi-Monthly Fee of \$7.66 (no usage included)
 - Unit rate for all usage = \$4.31 per 1,000 gallons
 - Unit rate does not include Lake County charge of \$0.37 per 1,000 gallons in excess of 4,000 gallons

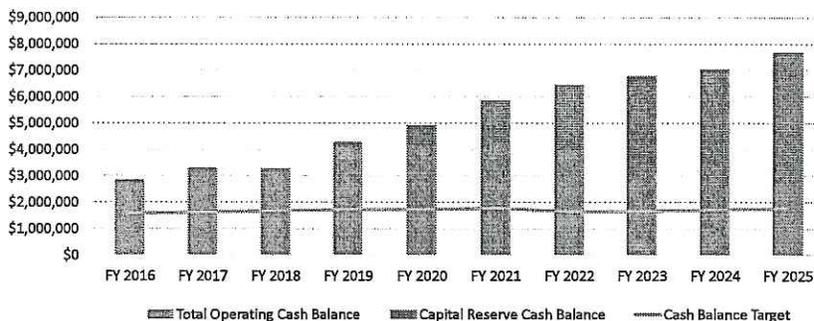
- Annual revenue increases of:

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Water Fund	5.0%	5.0%	5.0%	3.0%	3.0%
Sewer Fund	20.0%	12.0%	12.0%	3.0%	3.0%

- Increases in FY 2020 through FY 2025 recommended at 3% per year



Projected Utility Fund Cash Balance



	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Water Revenue Increase	5.0%	5.0%	5.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Sewer Revenue Increase	20.0%	12.0%	12.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%

- Future surpluses above and beyond the minimum balance may be directed towards additional capital projects and/or debt mitigation for currently planned projects.





Thank you.

Contact Information:

Eric Callocchia, Manager
Municipal & Financial Services Group, LLC
911-A Commerce Road
Annapolis, MD 21401
Office: 410-266-9101
Email: eric.callocchia@mfsllc.com





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Approve Fire Protection District Contract for Service

Staff Recommendation: Approve Contract

Staff Contact: Richard M. Carani, Fire Chief

Background: The Libertyville Fire Protection District has been contracting for services from the Village of Libertyville for over seventy years in order to provide fire, EMS, and special rescue services to the residents of the Libertyville Fire Protection District. In 2006, the Village of Libertyville and the Libertyville Fire Protection District negotiated the first long term contract for services, this contract included a new fee for service formula and a 10 year term. Over the last several months the Fire Department has been working with the Fire Protection District to draft a renewal contract for service to be effective June 1, 2016 for another 10 year term.

The attached contract for service has been updated and approved by the Fire Protection District at their April 12, 2016 Board meeting. The Contract terms are the same as the previous contract with the exception of changing the term date and the correction of grammatical errors. Additionally, the Fire Protection District and Staff have reviewed the current fee structure, the District and Staff agreed the fee structure has been equitable and there was no need to adjust it. The Village will continue to retain all ambulance and fire prevention bureau fees generated in the Fire District. Village Staff recommends approval of the Fire protection District contract for another 10 year term.

Four affirmative votes are needed for approval.

CONTRACT

This contract entered into this 26th day of April, 2016, by and between the LIBERTYVILLE FIRE PROTECTION DISTRICT of Lake County, Illinois (“District”), duly organized as a Fire Protection District under the laws of Illinois, and the VILLAGE OF LIBERTYVILLE, Lake County, Illinois, a municipal corporation (“Village”):

WITNESSETH:

WHEREAS, the District is a municipal corporation organized and existing under the Illinois Compiled Statutes, 70 ILCS 705/0.01, *et seq.*; and

WHEREAS, the Village is a municipal corporation empowered to provide fire protection and ambulance service to the property within its boundaries; and

WHEREAS, the District is empowered under 70 ILCS 705/11a and 705/22, as amended, to contract with the Village to provide fire protection and ambulance service to the District; and

WHEREAS, the Village is authorized under 65 ILCS 5/11-6-2, as amended, to contract to furnish fire protection and ambulance service to the District; and

WHEREAS, the District and the Village have the power, pursuant to 5 ILCS 220/1, *et seq.*, (the Intergovernmental Cooperation Act), and Section 10, Article 7 of the Constitution of the State of Illinois, to enter into this contract for the purposes stated herein; and

WHEREAS, the District has been created to provide as nearly adequate protection as possible from fire for lives and property within the District; and

WHEREAS, the corporate limits of the District are adjacent to and largely surround the limits of the Village; and

WHEREAS, the Village has an operating fire department and ambulance service which is able to, and currently does, provide fire protection and ambulance service to the District; and

WHEREAS, the Village constructed two fire stations within the Village during the history of the parties' contractual relationship (Stations 1&2); and

WHEREAS, the District has constructed one station within the District ("Station 3"), staffed by the Libertyville Fire Department and housing the Abbott Laboratories ("Abbott") Fire Chief and fire brigade personnel and equipment; and

WHEREAS, it is the opinion of the Board of Trustees of the District that it is in the best interest of the District that the Village continue to provide fire protection and ambulance service to the District; and

WHEREAS, it is the opinion of the Board of Trustees of the Village that it is in the best interest of the Village to continue to receive a portion of its fire department budget and other incidental costs for the provision of fire protection and ambulance service from the District for providing fire protection and ambulance service to the District, and for the Village to receive increased protection benefits from the presence of staff and equipment at Station 3; and

WHEREAS, for over 60 years the Village has furnished fire protection and ambulance service to the District and both parties wish to continue the mutually advantageous and beneficial contractual relationship for the foreseeable future.

NOW, THEREFORE, the District and the Village agree as follows:

1. PURPOSE

The Village agrees to furnish and the District agrees to accept, fire protection and ambulance service including special rescue responses, fire prevention activities, plan review, and all other services the Fire Department performs for the Village exclusively through or on behalf of the Village fire department, to the property located within the territory of the District, at a level as nearly equal as possible to that provided to the property located within the territory of the Village; the Village shall, during the term of this contract, or any extension thereof, furnish staff and equipment to take action as it deems appropriate at fires and other emergencies within the District for protection against fire to properties therein, for provision of emergency ambulance service within the District, and for bureau services; subject, however, to the Village's normal operating practices and the exercise of discretion by the fire department in the disposition and location at any time of staff and equipment to provide the protection needed to the Village and the District.

2. STAFF AND EQUIPMENT

The Village agrees to maintain staff, and front-line firefighting and ambulance equipment for use in furnishing fire protection service and emergency ambulance service consistent, as nearly as possible, with prevailing professional standards. The Village agrees to maintain a level of staffing and equipment at Station 3 which is designed to meet the Village's obligations to the District, equal to or similar to the staffing and equipment at the Village stations as determined by the Fire Chief.

3. CAPITALIZATION CREDIT

The Village acknowledges that the District has shared in the cost of constructing the two Village stations in the approximate amount of \$814,000. The District acknowledges that it has received value from the existence and location of the two Village stations. The Village will continue to pay a "Capitalization Credit" to the District of \$60,400 per year for 20 years (which period began March 9, 1998) until March 8, 2018, representing the value of the use of Station 3 to the Village. The Capitalization Credit will be subtracted from the District's contract payment.

4. RISK IDENTIFICATION

The Village agrees to take the appropriate steps required to reasonably assure that it can readily locate all buildings and other improvements within the District requiring fire protection and emergency ambulance service, and the water supplies, if any, of each fire risk within the District, and will maintain such records and equipment as will enable it to answer calls efficiently within the District.

5. INSURANCE

The Village agrees to add the District as an additional insured under all liability insurance policies covering the Village as such policies relate to the services provided in this contract, including, but not limited to Property Damage, General Liability, and Workers' Compensation Insurance in such amounts as the Village may deem adequate for its own protection, and the Village further agrees to hold the District harmless and to indemnify the District with respect to any and all causes of action which arise out of the activities performed by the Village under this contract, except for those occasioned by the District's willful and wanton misconduct. The District will carry Property Damage and General Liability insurance on Station 3 and on any equipment the District purchases, naming the Village as an additional insured. The Village and District will each provide the other with a certificate of insurance identifying such coverage.

6. TERM

This contract shall commence midnight, June 1, 2016, and shall continue until 11:59 p.m., May 31, 2026, (10 Years) and thereafter, for one-year periods unless terminated by 11:59 p.m. on May 31 immediately preceding any June 1, by notice in writing given by either party to the other at least twelve (12) months in advance of the date of termination of that party's election to terminate.

Circumstances beyond either party's control shall constitute a reason for either party to unilaterally terminate this contract during the term, without the notice otherwise required by the first paragraph of this Section 6; termination to take effect twelve (12) months after notice in writing given to the non-terminating party by the party unilaterally terminating this contract for reasons beyond its control.

If this contract is unilaterally terminated by the District for reasons beyond the District's control, then, if the District thereafter intends to obtain fire protection and/or ambulance service to the District from any public or private provider of such services, the District shall give thirty (30) days' prior written notice to the Village of such intention, stating the name and business address of the proposed service provider, the services to be provided and the terms and conditions pursuant to which such service will be provided. Within twenty (20) days after the Village's receipt of such notice, the Village may exercise a right of first refusal to provide the proposed services upon the terms and conditions set forth in the District's notice by delivering written notice of its intention to exercise the Village's right of first refusal within the time set forth above. In the event the Village does not exercise its right of first refusal within the time provided, the District may proceed to obtain the proposed services from the service provider named in the District's notice and upon the terms and conditions therein stated within forty-five (45) days after the expiration of the twenty (20) day period set forth above. If the purchase of services is not consummated within this forty-five (45) day period, the District shall not thereafter obtain fire protection and/or ambulance service from any public or private provider of such services without again first offering a right of first refusal to the Village in accordance with the provisions of this paragraph.

Upon termination, this contract shall be void and of no further force or effect; provided, however, that the District shall remain responsible for the District's contract payment, prorated to the effective date of termination, and provided further, however, that if this contract is unilaterally terminated by the District for reasons beyond the District's control, the Village's right of first refusal, as provided in the preceding paragraph, shall survive any such termination.

7. AMENDMENTS

Both parties agree that the cost of providing fire protection and ambulance service to the Village and the District may increase, and that it may be necessary to construct additional buildings and to purchase additional equipment from time to time in order to continue to provide adequate fire protection and ambulance service to the Village and the District. Accordingly, this contract may be amended by mutual agreement at any time and from time to time, but the promises contained herein shall remain in full force and effect unless and until both parties agree to an amendment or, except as otherwise provided herein, until this contract terminates according to its terms. The District is not

obligated to participate in the cost of future Village construction except by mutual agreement. Notwithstanding any other provision of this contract, the Village is not obligated to undertake any future fire department construction without such financial participation.

8. BUDGET

In recognition of the fact that the District has a valid interest in controlling the costs incurred by the Village Fire Department, the Village will allow the District to participate in the Village's budget process as follows:

- a. The Fire Chief or designee will meet with the District in January or February of each year to discuss preparation of the Fire Department Budget.
- b. The Village staff will send District Trustees a copy of the draft Fire Department budget for review and comment prior to the Village Board of Trustees Committee of the Whole Budget Workshop.
- c. District Trustees shall be invited to attend the annual Village Board workshop and may comment regarding the Fire Department budget.

9. COMMUNICATION

The Fire Chief or a ranking officer designated by the Fire Chief is invited to attend and participate in each District meeting which is open to the public pursuant to the Open Meetings Act. The District shall be entitled to contact the Fire Chief to obtain factual or technical information. The District shall be entitled to contact the Mayor or Village Administrator regarding policy issues.

10. PAYMENT

The parties will share the total Fire Department expenditures shown in the Village of Libertyville Municipal Fire Department Budget for operating the three stations to provide fire and emergency ambulance protection to the residents and property of the Village and the District in the manner hereinafter provided.

The Village will lease Station 3 from the District for \$1.00 per year and will be fully responsible for all costs to operate and maintain the station. Such costs will be included in Fire Department Budget.

Starting June 1, 2016, and continuing every June 1 thereafter, contract payments made by the Fire Protection District shall be calculated to equal 40% of the total adopted Fire Department Budget. The 40% calculation shall be based on the previous year's budget line items unless agreed upon differently in writing, but in any event, the District's contract payment shall not increase by more than the tax cap CPI for the prior fiscal year or 4%, whichever is less. If the tax cap CPI for the prior fiscal year is below 2% the District agrees to increase the payment at a rate which is equal to one-half the difference between the CPI and the budget increase rate. (Example... CPI = 1.5%; F.D.B. increase rate = 3.5%; the payment increase rate would be 2.5%) In the event there is a significant increase in the adopted Fire Department Budget from the previous fiscal year (5% or more), the Village and District agree to meet and discuss whether to adjust that year's percentage increase. Any new agreement will be formalized in writing. The District shall make contract payments to the Village in four installments, on June 1, September 1, December 1, and March 1. The Village shall notify the District promptly in writing of the final amount of the adopted Fire Department budget.

If the Fire Protection District is unable to meet the contract payment either because of disconnection from or annexation of the Fire Protection District area, or for other reasons beyond the District's control, it is agreed that the contract may be opened and adjustments made to the contract price to reflect the changes in the District's EAV or other inability to meet the contract payment.

11. AMBULANCE CHARGES AND BUREAU SERVICE FEES

The District agrees to keep its ordinances in force imposing an ambulance transportation fee upon residents and non-residents and imposing fees under the Fire Prevention Code (hereinafter defined as "Bureau Services") upon residents and non-residents of the District. The parties agree that the Village shall retain all income from ambulance transportation fees and bureau service fees, whether the call or request for service originated in the Village or District. The Village will provide the District with an annual report of all funds received from providing ambulance transportation and bureau services within the District. When the Village finds it necessary to amend ambulance

transportation and/or bureau service fees, the Village will inform the District of those changes promptly. The District agrees to review those changes and to consider amending the District ordinances so that the District imposes the same fees as the Village for ambulance transportation and bureau services. Such amendments shall not be unreasonably refused.

12. PRIOR CONTRACTS

All contracts heretofore entered into between the parties are hereby canceled and rescinded, and it is expressly understood and agreed that the payments to be made by the District under the provisions of this contract shall be in lieu of all payments stipulated to be paid under any and all previous contracts for the fire protection and emergency ambulance service to be furnished by the Village from and after the effective date hereof, except such contract terms, which according to their terms, survive the contract.

13. BOUNDARIES

The District agrees that if any change is made in the boundaries of its corporate limits, it will give prompt notice in writing to the Village of such change.

14. NOTICES

Notices required to be sent to the Village shall be sent by Certified Mail to the Village of Libertyville, Attention: Village President, 118 West Cook Avenue, Libertyville, Illinois 60048. Notices to the District shall be sent to the President of the Board of Trustees of the Libertyville Fire Protection District, at 1551 N. Milwaukee Avenue, Libertyville, Illinois 60048, and by Certified Mail to the office of the Fire District Attorney.

15. EXECUTION

This contract has been executed on behalf of the Libertyville Fire Protection District pursuant to action duly taken by the Board of Trustees of the Libertyville Fire Protection District at the April 11, 2016, Fire District Meeting.

This contract has been executed on behalf of the Village of Libertyville pursuant to action duly taken by the Board of Trustees of the Village of Libertyville at a meeting duly held on the 26th day of April, 2016.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their respective officers pursuant to proper authorization this 26th day of April 2016.

VILLAGE OF LIBERTYVILLE

Terry L. Wepler, Village President

Sally A. Kowal, Village Clerk

LIBERTYVILLE FIRE PROTECTION DISTRICT



August Hock, President



Lee Haak, Secretary



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Purchase Replacement Ambulance

Staff Recommendation: Authorize Purchase from Foster Coach based on NWMC bid in the amount of \$232,259.00

Staff Contact: Richard M. Carani, Fire Chief

Background: The Fire Department has included the replacement of one ambulance in the 2016-2017 Village Budget. The amount budgeted for the replacement of one ambulance and equipment is \$235,000. The Fire Department is seeking to purchase a Horton ambulance distributed by Foster Coach. The last five ambulances purchased have been through Foster Coach using the Suburban Purchasing Cooperative bid. Foster Coach currently has the 2016 Suburban Purchasing Cooperative (SPC) low bid for a Type I Ford F550 ambulance which is \$233,991.

The Fire Department has received a quote from Foster Coach for a Type I ambulance and equipment in the amount of \$232,259.00 which is \$2,741.00 under the budgeted amount. There is a prepayment discount offered in the amount of \$6,299.00, if applied this would bring the total cost for the ambulance and equipment to \$225,960.00. This quote also includes the cost of a Stryker cot which is a sole source purchase. The Department has purchased cots with each of the last five ambulances in order to keep this equipment current. Because of deductions made in the SPC bid spec, the department was able to keep the new ambulance under bid while including the new cot.

Horton ambulances distributed by Foster Coach are the Department's first choice for an ambulance. The Fire Department is very happy with the quality product Foster Coach sells and Horton manufacturers. Our experience with Foster Coach has demonstrated that their product has superior quality, reliability, and an excellent warranty service. Since the Fire Department fleet now includes five Foster Coach ambulances, we feel that this consistency will provide operational and safety advantages, such as the same parts, the same configuration, and the same service personnel to assist Fleet Services.

Staff is recommending the Village Board authorize the purchase of a new Horton Ambulance in the amount of \$225,960 using the \$6,299.00 prepayment option. Funding is available in the vehicle Equipment and Maintenance Fund for the 2016 - 2017 FYI. The ambulance will be ordered after May 1, 2016. Four affirmative votes are required for approval.



A Joint Purchasing Program For Local Government Agencies

November 12, 2015

Mr. Steve Foster
President
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has agreed to award the third and final contract extension of the SPC 2016 Type I Additional Duty Ambulance Contract #133 to Foster Coach Sales Inc. /Horton Emergency Vehicles from January 21, 2016 through October 1, 2017. The Governing Board also agrees to grant Foster Coach a price increase as follows:

<u>CHASSIS</u>	<u>2015 PRICE</u>	<u>PROPOSED 2016 PRICE</u>	<u>TOTAL WITH 4-POINT SEATS</u>
2016 Ford F650 per SPC specifications	\$ 255,709.00	\$ 264,658.00	\$ 266,458.00
2016 Ford F450 4 x 2 per SPC specifications	\$ 223,340.00	\$ 231,156.00	\$ 232,956.00
2017 International 4300 per SPC specifications	\$ 255,725.00	\$ 264,675.00	\$ 266,475.00
2017 Freightliner M2 per SPC specifications	\$ 251,580.00	\$ 260,385.00	\$ 262,185.00
2016 Dodge D4500 per SPC specifications	\$ 234,692.00	\$ 242,906.00	\$ 244,706.00
2016 International TerraStar per SPC specifications (if chassis is available for 2016)	\$ 238,092.00	\$ 246,425.00	\$ 248,225.00
2016 Ford E450 Cutaway per SPC specifications	\$ 199,246.00	\$ 206,219.00	\$ 208,019.00
2016 Ford F550 4 x 2 per SPC specifications	\$ 224,340.00	\$ 232,191.00	\$ 233,991.00

Federal and Illinois Specifications now require a 4-point harness for seating areas in the patient compartment, making it safer for the attendant in the back of the ambulance. Each one of those seating areas will have a safety vest supplied on the Horton units at an additional cost of \$450.00 at each of the four locations. This total price including four 4-point harnesses at \$1,800.00 is indicated after the 3.5% price increase. If there is no CPR seat, customers will be charged \$1,350 for three locations instead of \$1,800.00.

With acceptance of this contract extension, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$600.00 per ambulance for members and \$850.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

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

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

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

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

The SPC looks forward to a productive experience working with Foster Coach Sales, Inc., Sterling for the duration of Contract 133. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



Ellen Dayan, CPPB
Program Manager for Purchasing
Northwest Municipal Conference



Ellen Dayan, NWMC

11/12/15
Date



Steve Foster, President
Foster Coach Sales

11/13/15
Date

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

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

*South Suburban Mayors
And Managers Association*
1904 West 17th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

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

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

PF00740

QUOTATION

TO: LIBERTYVILLE FIRE DEPARTMENT
1551 N MILWAUKEE AVE
LIBERTYVILLE, IL 60048

DATE: 03/16/16

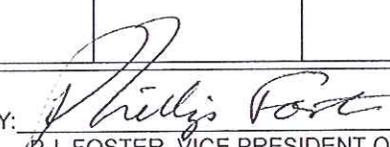
ATTN: BRIAN CONNER

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2017 FORD F550 4X4 CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS WITH STRYKER POWER COT	\$ 232,259.00	\$ 232,259.00
	OPTIONS PREPAYMENT DISCOUNT Full amount due within 10 business of order to receive full discount	\$ -6,299.00	\$ -6,299.00
		\$ Total	\$ 225,960.00
	ACCEPTED BY: _____ TITLE: _____ Date: _____		

ESTIMATED DELIVERY:
11 MONTHS DEPENDING ON CHASSIS

PROPOSED BY: 
P.J. FOSTER, VICE PRESIDENT OF SALES



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 26, 2016

Agenda Item: Professional Services Agreement for Commuter Train Station Renovation Project

Staff Recommendation: Approve Professional Services Agreement with RM Swanson Architects

Staff Contact: Kevin J. Bowens, Village Administrator

Background: The Mayor and Village Board have established a goal of renovating the downtown Metra commuter station. The Mayor and Village Staff have reviewed the project with Metra, and have interviewed and obtained proposals from several firms to provide architectural services for the renovation project. The attached Professional Services Agreement from RM Swanson Architects of Lake Forest, Illinois would provide architectural services including development of concept drawings, exterior and interior renovation plans (including possible addition of restrooms), review of Metra and building code requirements, attendance at required review and approval meetings, preparation of architectural drawings, construction budget and bid documents, and contract preparation.

The Mayor and Administrative Staff recommend approval of the Professional Services Proposal and authorization for the Village Administrator to enter into a contract with RM Swanson Architects for the renovation of the Commuter Train Station in an amount not to exceed \$49,500. Funding is included in the Commuter Parking Fund of the 2016-17 Village Budget. Four positive votes are required for approval and authorization for the Village Administrator to execute the Professional Services Agreement.



1930 Amberley Court
Lake Forest, Illinois 60045
DIRECT : (847) 457-6770
FAX: (847)615-8851

April 11, 2016

Kevin Bowens
Village Manager
Village of Libertyville
118 W Cook Ave.
Libertyville, Illinois 60048

Mr. Bowens,

We are pleased to offer our Proposal for services to design additions and alterations to the existing Libertyville Commuter Depot west of Milwaukee Ave. Based on the information provided, we have developed the following proposal for architectural services.

Project Scope

Architectural design and preparation of complete Contract Documents for permit and construction of all additions and alterations to the existing single-story commuter station with platform structures. We are advised the objective is to create a new structure that embraces the culture and character of the Libertyville community while maintaining a strict adherence to an established budget

Project shall include but not limited to:

1. Complete alteration of the façade using materials that are consistent with the historic architectural vernacular and require minimal maintenance.
2. Ticket Sales and Control Room
3. Interior improvements to offer an attractive waiting space that requires minimal maintenance
4. Add 2- ADA compliant single user Men's & Women's Restrooms.
5. Covered Platform attached to Station structure
6. Design platform areas including hardscapes and landscape materials
7. Meet with governmental officials & boards to complete approval requirements
8. Meet with Metra officials to coordinate relevant reviews and approvals of new design
9. Prepare meaningful artist renderings of proposed improvements
10. Provide all mechanical, electrical and plumbing engineering
11. Provide structural engineering
12. Civil engineering is not included in this scope of services

Basic Services

Schematic Design Phase

- Visit the site to understand the physical characteristics of the area and relationship of existing structures, natural features and potential design limitations
- Review of local building codes and ordinances relative to the proposed project.
- Preparation of initial design drawings that will convey the design concepts for the project based on the Owner's program.
- Meetings with client to discuss design concepts and to elicit feedback.

Design Development Phase

- Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical (if any) and electrical systems, materials and such other elements as may be appropriate.

Contract Document Phase

- Based on the approved Design Development Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the local governmental Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The architectural construction documents and specifications shall conform to all applicable building codes, laws and any applicable rules and regulations and shall be sufficient to obtain the approval of all necessary governmental authorities having jurisdiction over the Project. The Architect shall assist the Design-Builder in obtaining necessary governmental approvals. Any changes to the architectural construction documents required by governmental authorities shall be made by the Architect without charge.

selected low bidder

Contract Fee

Total fee shall be Flat Rate of **Forty Nine Thousand Five Hundred Dollars (\$49,500.00)** and will be invoiced as follows:

Retainer	10% of total
Schematic Design Phase	25% of total
Design Development Phase	35% of total
Contract Documents Phase	30% of total

Payments are due within 15 days of invoice date. Amounts unpaid after 30 days shall be assessed a 1.5% monthly finance charge.

Additional Services

Additional Services include any services requested that are not outlined in this proposal or are changes to previously given instructions or information. If such services are required or requested, compensation will be based on an hourly rate as follows:

Principal: \$275.00

Project Architect:	\$150.00
Intern Architect:	\$100.00

Reimbursable Expenses

Reimbursable expenses are not included in the above fees and will include costs for printing additional sets of Construction Documents above and beyond the five sets included in the base fee (3-sealed permit sets & 2 owner sets). PDF files will be sent to a commercial printer for any additional sets at owner or contractor cost.), excessive mailing & deliveries, if any, and excessive transportation costs, if any, in connection with this work. These items will be invoiced at cost plus 10%.

Please notify me of any questions you may have regarding this proposal. If you find the terms of this proposal satisfactory, I will immediately prepare an Agreement Between Architect & Owner for your review and signature. Thank you for this opportunity and I look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Swanson", followed by a horizontal line extending to the right.

Rick Swanson, AIA, NCARB

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date:	April 26, 2016
Agenda Item:	Consideration of Village Satellite Electronics Recycling Collection Site
Staff Recommendation:	Not to Proceed Until Additional Resources are Provided or Reallocated
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works Kelly Amidei, Deputy Village Administrator

Background: In order to comply with a mandated State Law for electronics recycling, the Solid Waste Agency of Lake County (SWALCO) currently picks up and processes applicable items from five collection sites in Lake County. The nearest such site to the Village is in Grayslake, which is adjacent to their Public Works facility. SWALCO's electronics recycling program is currently facing funding challenges.

SWALCO member communities have now contributed the necessary funding to continue SWALCO's pick-up service until the end of 2016 and Trustee Garrity has asked if the Village should consider creating and staffing a satellite collection site. After a predetermined volume of materials are collected, these items would then be transported to the larger collection site in Grayslake. The Village did previously administer an electronics recycling site at our Public Works Streets & Utilities facility, which is located at 600 North Avenue. This previous site was coordinated by SWALCO and did generate some revenue. The site was open during the hours of 7:00 AM to 3:30 PM and only during the months of April thru October in order to not interfere with Village ice control and snow removal operations. The Streets & Utilities facility would most likely be the location for the proposed satellite site, but would have to be operated under these same limitations.

We currently do not have the resources included in the FY 2016/17 Budget to manage a satellite site, which would involve staff and equipment time to collect, store and then transport the materials to Grayslake. In speaking with the staff at Grayslake, they devote over 30-hours a week related to their collection site. We should expect a similar time commitment if not slightly more, especially when figuring the transportation of the items to Grayslake and then unloading them. Since we do not have these hours currently allocated in our programmed responsibilities, and without additional resources being provided, administering the proposed satellite collection site would have to come at the expense of, or delay/defer other current responsibilities. Our Streets & Utilities Division is currently having a challenging time completing our current maintenance responsibilities and there is a backlog of work. Rather than adding additional responsibilities, Staff would recommend that Libertyville residents be educated and encouraged to use the Grayslake collection site while this issue is resolved.