



**Village of Libertyville Board of Trustees Meeting  
AGENDA  
June 14, 2016  
8:00 p.m.  
Village Hall Board Room**

1. Roll Call

2. Items Not On The Agenda  
(presentation of items not on the Agenda will be limited to three (3) minutes)

3. Omnibus Vote Agenda

a. Minutes Of The May 24, 2016 Meeting

Documents:

[Minutes of the May 24, 2016 Meeting.pdf](#)

b. Bills For Approval

Documents:

[Agenda Item 3B.pdf](#)

c. Ordinance: Designate Cook House As Historic Landmark

Documents:

[Agenda Item 3C.pdf](#)

d. Ordinance: Designate David Adler Estate As Historic Landmark

Documents:

[Agenda Item 3D.pdf](#)

e. Ordinance: Approve Concept And Final Plan For Car Wash At 760 E. Park Avenue

Documents:

[Agenda Item 3E.pdf](#)

f. Ordinance: Approve Front Yard Setback Variation - 332 Jackson Avenue

Documents:

[Agenda Item 3F.pdf](#)

g. Ordinance: Vacation Of Unimproved Alley - 433 Sunnyside

Documents:

[Agenda Item 3G.pdf](#)

h. Ordinance: Vacation Of Unimproved Alley - 710 Meadow

Documents:

[Agenda Item 3H.pdf](#)

i. Ordinance: Vacation Of Unimproved Alley - 714 Meadow Lane

Documents:

[Agenda Item 3I.pdf](#)

j. Ordinance: Vacation Of Unimproved Alley - 192 Acorn Lane

Documents:

[Agenda Item 3J.pdf](#)

k. Approve Electric Purchase Agreement With Nordic Energy

Documents:

[Agenda Item 3K.pdf](#)

l. Approve Purchase Of Aftermarket Equipment For Public Works Truck

Documents:

[Agenda Item 3L.pdf](#)

m. Resolution: Approve Change Order To Janitorial Services Contract

Documents:

[Agenda Item 3M.pdf](#)

n. Resolution: Authorize Work In IDOT State Right-Of-Way

Documents:

[Agenda Item 3N.pdf](#)

o. Approve Plat Of Dedication - 234 And 236 Appley Avenue

Documents:

[Agenda Item 3O.pdf](#)

p. Approve Plat Of Dedication - 305 West Maple Avenue

Documents:

[Agenda Item 3P.pdf](#)

q. Ordinance: Declare Surplus Property

Documents:

[Agenda Item 3Q.pdf](#)

r. Ordinance: Establish Prevailing Rate Of Wages

Documents:

[Agenda Item 3R.pdf](#)

s. Resolution: Adopt Mill Creek Watershed Plan

Documents:

[Agenda Item 3S.pdf](#)

4. Aldridge Electric Parking Lot Addition

Documents:

[Agenda Item No. 4A.pdf](#)

[Agenda Item No. 4B.pdf](#)

5. Plan Commission Report - Text Amendment Re: Errors And Discrepancies

Documents:

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

6. Plan Commission Report: Text Amendment Re: Parking Requirements In The C-1 District

Documents:

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

7. Plan Commission Report: Text Amendment Re: Lot Coverage In Residential Districts

Documents:

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

8. Ordinance: Amend 2015-16 Village Budget

Documents:

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

9.Resolution: Amend Professional Services Agreement With Walker Parking Consultants

Documents:

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

10.Approve Amendment To Electric Aggregation Agreement With First Energy

Documents:

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

11.Ordinance: Amend Code To Increase Class G-1 Liquor Licenses - Oh Olive

Documents:

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

12.Ordinance: Amend Code To Increase Class B Liquor Licenses - Main Street Social

Documents:

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

13.Approve Professional Services Agreement For Inflow And Infiltration Study

Documents:

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

14.Waive Bids And Award Contract For 2016-17 Tree Planting Program

Documents:

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

15.Approve Purchase Of Public Works Truck

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.

VILLAGE OF LIBERTYVILLE  
BOARD OF TRUSTEES  
May 24, 2016

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

**PROCLAMATION: Preservation Month**

With five members of the Historic Preservation Commission in attendance, President Wepler proclaimed the month of May 2016 as Preservation Month in the Village of Libertyville. He then thanked the members of the Commission for their work and dedication.

**PROCLAMATION: Bicycle Safety Week**

President Wepler proclaimed the week of June 5-11, 2016 as Bicycle Safety Week and encouraged all resident in taking the quiz at [www.BikeSafetyQuiz.com](http://www.BikeSafetyQuiz.com).

**ITEMS NOT ON THE AGENDA**

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

Mr. Ken Stemke stated that he would be present after the meeting to answer any questions the Board might have regarding the project at 608 N. Milwaukee Avenue. He also noted the upcoming meeting regarding a liquor license scheduled for later this week.

**OMNIBUS VOTE AGENDA**

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

OMNIBUS VOTE AGENDA

- A. Minutes of the May 10, 2016 Meeting
- B. Bills for Approval
- C. **RESOLUION 16-R-17: Change Order for Fire Station Parking Lot**
- D. **RESOLUTION 16-R-18: Air Support Mutual Aid Agreement**
- E. **ORDINANCE 16-O-40: Amend Code re: Damage to Village Property**
- F. Authorize Purchase of Data Backup System
- G. Approve Request to Waive Permit Fees – LCCF
- H. ARC Report
- I. Request for Raffle License – National Tuberous Sclerosis Alliance

Trustee Moras moved to adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the omnibus vote procedures of the Libertyville Municipal Code. Trustee Gaines seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

**PLAN COMMISSION REPORT: Amend SUP – Ice Mobility, 851-937 Park Avenue** (*deferred from April 26, 2016*)

President Wepler introduced the item and reported that the petitioner had emailed late this afternoon requesting a deferral. The Plan Commission report noted that Ice Mobility is seeking an amendment to the Special Use Permit 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 not to allow overnight deliveries to protect the adjacent residential neighborhood. A motion to approve failed and the recommendation to the Village Board was to deny the proposal. Mr. Mark Hauser of Bridge Development Partners stated that the deferral was requested so that all Village Board Members could be present. The Mayor stated that he was not in favor of a deferral due to the inability of the Village to inform the residents in a timely manner. Trustee Adams asked what the result of a denial would mean, and the Mayor stated that the petitioner could not reapply for a year.

Trustee Moras stated that he found the business a good choice for Libertyville but questioned the location. He noted the absence of a representative from Ice Mobility and of Trustee Johnson. He stated that although this is not the way the process should work, he was in favor of one more deferral. Trustee Garrity concurred with one more deferral. Mr. Dale Sherman, speaking for the neighborhood group, stated that this issue had been going on since 2013, the petitioner has failed to show up for meetings, and the neighbors have been inconvenienced.

Trustee Garrity moved to defer the item for one month until June 28, 2016 when a full Board could be present, and Trustee Moras seconded. The Mayor asked for comments and questions.

Ms. Jeannine Phillips, 304 Camelot, expressed displeasure with the ongoing issue. She stated that the petitioner is trying to wear down the neighbors and delay the issue until families are on vacation.

Trustee Garrity asked to amend his motion to June 14 since he would not be available on June 28. Mr. Sherman stated that he would be unavailable on June 14, and the Mayor stated that the neighbors' spokesperson should be able to attend. The Mayor suggested July 12, 2016, promising that the Board will act on that date. Trustee Garrity again amended his motion to defer the item until the July 12, 2016 Board meeting, and Trustee Moras seconded. With no further discussion, the motion carried on roll call vote as follows:

AEYS: Trustees Moras, Gaines, and Garrity

NAYS: Trustees Justice and Adams

ABSENT: Trustee Johnson

**PLAN COMMISSION REPORT: Planned Development Concept and Final Plan – Auto Expo Car Wash**

President Wepler explained that Mr. Robert Colosi was proposing the relocation of the Auto Expo Car Wash to a portion of the vacant area at the Life Storage site. He noted that the use is permitted under the Planned Development for the property, but the Site Plan is subject to approval of the Village Board. The Plan Commission reviewed the plan at the April 25, 2106 and May 9, 2016 meetings. Substantial changes were made to the plan to clarify circulation issues. The Commission recommended approval of a Planned Development and Final Plan in order to construct a car wash in Phase 4 of the Park Avenue Corporate Center Planned Development, subject to the 37 development conditions listed in the Plan Commission report. The Mayor then asked for questions and comments.

Mr. Robert Colosi, 411 Park Avenue, and his civil engineer were present at the meeting and amenable to the 37 conditions listed. Trustee Gaines noted that the move would be positive.

Trustee Justice moved to approve the Planned Development Concept and Final Plan (PC 16-07), and Trustee Gaines seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

**ZBA REPORT: Front Yard Setback Variation – 332 Jackson Avenue**

President Wepler introduced a ZBA report for a request from the owners of 332 Jackson Avenue for a front yard setback variation to allow construction of a new house. Members of the ZBA noted that the lot is undersized for the district in which it is located and that the new house would line up with existing structures on each side. They recommended approval. The Mayor asked for questions and comments.

Mr. Tim DeBruler, petitioner, was available to answer questions. He noted that all Staff issues were being addresses.

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

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

NAYS: None

ABSENT: Trustee Johnson

**PROFESSIONAL SERVICES AGREEMENT WITH NIU CENTER FOR GOVERNMENTAL STUDIES – Strategic Plan**

President Wepler noted that one of the 2016-2017 Village Board goals is the development of a Village Strategic Plan, and funding was included in the Village Budget to hire a consulting firm to assist with this goal. Village Staff recently solicited

proposals, and two firms were selected and recently interviewed by the Mayor, the Village Administrator, and the Deputy Village Administrator. Based upon those interviews, proposed scope of work, and references, the Mayor and Staff recommended that the Village retain the Northern Illinois University (NIU) Center for Governmental Studies to provide consulting services to the Village for the development of a Strategic Plan in accordance with the Mayor and Village Trustees to further refine the scope of services. The compensation for the services will not exceed \$25,000, which is the amount included in the 2016-17 Village budget. The Mayor then asked for questions and comments.

Mr. Craig Rapp and Mr. Greg Kuhn of the NIU Center for Governmental Studies were present. Mr. Kuhn stated that there would be information to share with the Village Board in approximately six months.

Trustee Garrity moved approve the agreement with Northern Illinois University for Strategic Plan, and Trustee Adams seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

**APPROVE LOCAL LANDMARK DESIGNATION** – President Weppler explained that at the April 5, 2016 meeting, the Historic Preservation Commission reviewed an application requesting Local Landmark Designation for the David Adler Estate at 1700 N. Milwaukee Avenue. The history and physical characteristics of the Adler Estate were part of the formal application.

Per the Historic Preservation Ordinance (12-O-15), when presented with an application for Local Landmark Designation, the HPC is to determine whether the property or structure possesses the criteria for Local Landmark Designation. The HPC determined that the Adler Estate possesses three of these criteria, which were outlined in the application. The Historic Preservation Commission recommended approval of the designation. The Mayor asked for questions and comments.

Trustee Moras moved to approve the David Adler Estate Local Landmark Designation. Trustee Justice seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

### **PROPOSED ELECTRONIC WASTE RECYCLING SATELLITE COLLECTION SITE**

In order to comply with a mandated State Law for electronics recycling, the Mayor explained that 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. SWALCO's electronics recycling program is

currently facing funding challenges. SWALCO member communicators have now contributed the necessary funding to continue pick up service until the end of 2016. Discussions were undertaken at the April 26, 2016 Board meeting and the May 10, 2016 Special Projects Committee to consider if the Village should create and staff a satellite collection site.

After discussing various options for the pick-up of electronics waste, the Special Projects Committee is recommending the following:

- Starting on Saturday, June 4, and extending until the end of November, the Village will staff a satellite collection site every Saturday between the hours of 8:00 a.m. to noon at the Streets & Utilities Facility with one employee.
- The collection site will initially be limited to Libertyville residents only.
- After a predetermined volume of materials are collected, these items would then be transported to the larger collection site in Grayslake

The Mayor noted that Staff had spoken with representatives from Grayslake regarding the logistics of delivering the collected items to their facility, and they would prefer that the Village drop off the items on palletized Gaylord boxes. Staff also contacted SWALCO to inquire if they would be able to provide the required number of Gaylord boxes, shrink-wrap, and pallets that could be dropped off at our Streets & Utilities Facility. Staff will have to outfit a trailer in order to safely transport the palletized Gaylord boxes to the Grayslake facility.

The Mayor continued explaining that after internally discussing the logistics of staffing the proposed collection site, Staff recommended that two employees be assigned during collection operations to jointly lift the heavier items and avoid injuries and to comply with weight list restrictions in our labor contracts. It is now estimated that labor costs would be \$1,600/month to staff the collection site each Saturday morning and an additional \$1,250/month to staff the site during a weekday. This assumed 4-hours each day. Because it is unknown what the labor and material costs will be to organize, transport, and unload the items at the Grayslake facility, it was recommended that the Village review the incurred labor and equipment expenses dedicated to the collection site every month to better determine the actual costs and impact to other provided services. It was then recommended by Staff to proceed with the implementation of the proposed satellite electronics waste collection site within the parameters outlined. Before the collection site's days are expended, the village would need to verify with SWALCO that their program could support this. The Mayor then asked for questions and comments. Trustee Garrity noted that the electronics recycling would be for residential waste only. Mr. Peter Adrian of SWALCO addressed the Board regarding the challenging situation and SWALCO's commitment to stay the course. He noted that SWALCO has a new vendor for the recycled items, and that the vendor is dedicated to following the laws and regulations.

Trustee Garrity moved to proceed with the satellite collection site, and Trustee Adams seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

**APPROVE PURCHASE – Police Interceptor Vehicles**

President Wepler noted that the 2016-2017 budget included \$114,000.00 in the Fleet Services & Replacement Fund for the purchase of four Ford Police Utility Interceptor vehicles. Public Works obtained price proposals from the Suburban Purchasing Cooperative low bid vendor, Currie Motors and Napleton Ford of Libertyville.

	Per Vehicle	Total
Currie Motors, Inc., Frankfort, IL	\$27,711.00	\$110,844.00
Napleton Ford, Libertyville, IL	\$28,572.10	\$114,288.40

Administrative Staff recommended awarding the purchase of the four vehicles to Currie Motors in the not to exceed amount of \$110,844.00. The Mayor then asked for questions and comments. He noted that he hated to use dealerships other than those in Libertyville. Administrator Bowens explained that Napleton Ford knew the price from Currie Motors and did not offer to reduce their bid.

Responding to a question from Trustee Moras, Police Chief Herdegen explained that this vehicle is preferred due to its four-wheel drive and roominess. He also noted that some equipment would not transfer to other vehicles, and other vehicle options are not as efficient.

Trustee Moras moved to authorize the purchase to Currie Motors for four Police Utility Interceptor Vehicles, and Trustee Justice seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

**APPROVE PURCHASE – Pubic Works Replacement Truck**

President Wepler explained that the 2016-2017 budget included \$77,000 in the Fleet Services & Replacement Fund for the purchase of a replacement one-ton truck (Parks Division Unit #P-2). Formal quotes were received from Napleton Ford and the State of Illinois low bidder, Morro Brothers Ford with the following results:

Morrow Brothers Ford, Greenfield, IL	\$34,625.00
Napleton Ford, Libertyville, IL	\$35,731.40

The current 1999 Ford F-550 is being recommended for replacement based on years of services and the current deteriorated conditions of the dump body.

Administrative Staff recommended that the village Board authorize the purchase of a Ford F-450 cab chassis from Morrow Brothers Ford in the not to exceed amount of

\$34,625.00. The remaining funds will be used to outfit the remaining portion of the vehicle. The Mayor asked for questions and comments.

Trustee Justice questioned the amount needed to outfit the truck. Director Kendzior explained that the outfitting will bid separately and includes the dump body, plow, etc. The Mayor added that the equipment on Village trucks is interchangeable.

Trustee Garrity moved to award the purchase to Morrow Brothers Ford, and Trustee Adams seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

#### **APPROVE PURCHASE – Public Works Replacement Truck**

President Weppler stated that the 2016-2017 Budget included \$73,000.00 in Fleet Services and Replacement Fund for the purchase of a replacement one-ton truck (Unit #304). The current 2001 Ford F-350 is being recommended for replacement based on years in service and current mileage. Formal quotes were received from the low bidder from the State of Illinois Contract, Morrow Brothers Ford and Napleton Ford to supply the truck chassis with the following results:

Morrow Brothers Ford, Greenfield, IL	\$29,100.00
Napleton Ford, Libertyville, IL	\$31,602.24

Administrative Staff recommended the Village board authorize the purchase of a 2016 Ford F-350 chassis from Morrow Brothers Ford in the not to exceed amount of \$29,100.00.

Trustee Moras moved to authorize the purchase from Morrow Brothers Ford, and Trustee Garrity seconded.

The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

#### **ORDINANCE 16-O-41: Amend Liquor Code to Create Class L License and Increase Number of Class L Licenses**

President Weppler introduced alter from Mr. Eric Krupka requesting the creation and issuance of a liquor license in order to allow the online sale of wine and liquor. Mr. Krupka owns Redline Cellars, which has been in business since January 2013 and which he is moving from Vernon Hills to Libertyville. The business caters to high-end wine and liquor sales, and purchases shipped within the State of Illinois would generate sales tax. The Mayor/Liquor Commissioner and Staff met with Mr. Krupka to discuss the

business and researched the Vernon Hills liquor license in order to create a new "Class L" liquor license category and accommodate the business.

The ordinance presented would amend Municipal Code and: 1) create a Class L license for Online E-Commerce Wine and Liquor Sales; and 2) increase the number of Class L licenses to one, in order to allow the Mayor/Liquor Commissioner to then issue a Class L License to Redline Cellars. It has taken longer to get the background report back from the State of Illinois; however, it should be received by May 24, 2016 or prior to issuance of a license. Mr. Krupka has a number of events for which he is selling wine and requested a last minute placement on the May 24, 2016 Village board meeting agenda. The Mayor and Village Staff recommended approval of the ordinance. The Mayor asked for questions and comments. Mr. Krupka was in attendance to answer questions.

Trustee Moras moved to approve the ordinance creating a Class L License and increase the number of Class L licenses to one. Trustee Garrity seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Johnson

#### **PETITIONS AND COMMUNICATIONS**

President Wepler announced the following:

- The Sustain Libertyville Commission will meet at 4:00 p.m. on Wednesday, May 25, 2016
- The Village Hall and all Village non-emergency offices will be closed on Monday, May 30, 2016 in honor of Memorial Day
- The VFW will hold a Memorial Day Parade on Monday, May 20, 2016 beginning at 9:30 a.m. followed by a memorial service in Cook Park
- The Village of Libertyville and Libertyville Bicycle Commission will host a Community Bike Ride on Saturday, June 4, 2016 anytime between 9:00 a.m. and 11:00 a.m. – meet at the small pavilion in Adler Park
- MSL will host the annual Historic Home Tour on Saturday, June 4, 2016 from 10:00 a.m. to 2:30 p.m. Tours begin in Cook Park
- The Historic Preservation Commission will meet at 4:00 p.m. on Tuesday, June 7, 2016 at the Village Hall
- The Parks and Recreation Committee and Advisory Commission will meet at 6:00 p.m. on Tuesday, June 7, 2016
- The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, June 13, 2016
- The Water and Sewer Committee will meet at 7:00 p.m. on Tuesday, June 14, 2016
- The Village Board will meet at 8:00 p.m. on Tuesday, June 14, 2016

Trustee Moras offered congratulations to Trustee Johnson and her son, who is graduating from college.

Trustee Justice asked if Mr. Stemke's issue would be addressed. The Mayor explained that the previous meeting had been canceled due to a Herdegen family death, and the meeting was rescheduled for the coming Thursday.

Trustee Garrity thanked the Board for addressing the SWALCO electronics-recycling site.

**ADJOURNMENT**

With no further business, Trustee Moras moved to adjourn at 9:10 p.m., Trustee Gaines seconded, and the motion carried on a unanimous voice vote.

Respectfully submitted,

Sally A. Kowal  
Village Clerk

DRAFT



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 14, 2016  
**Agenda Item:** Approval of Attached Bills  
**Staff Recommendation:** Approve Payment  
**Staff Contact:** Patrice Sutton, Director of Finance

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Summary of Funds

General Fund	\$417,769.56
Capital Improvement Fund	12,470.10
Commuter Parking Fund	1,695.53
Concord Special Service Area	218.40
Emergency Telephone System 911	22,100.69
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	9,961.60
General Bond & Interest	0.00
Hotel/Motel Tax Fund	4,570.97
Libertyville Sports/Comp	46,682.82
Motor Fuel Tax Fund	0.00
Northwest Water/Sewer Fund	0.00
Park Improvement Fund	3,042.77
Police Pension Fund	7,471.04
Public Building Improvement Fund	0.00
Road Improvement	52,250.46
Sales Tax Bond Fund	0.00
Tax Increment Finance District	171,774.90
Technology Equipment/Replacement Service Fund	52,411.91
Timber Creek Special Service Area	119.41
Utility Fund	544,890.15
Vehicle Maintenance/Replacement Fund	61,378.03
<b>Total - Accounts Payable</b>	<b>\$1,408,808.34</b>
<b>Total - Payroll 6/3/16</b>	<b>\$745,473.58</b>
<b>Grand Total</b>	<b>\$2,154,281.92</b>

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on June 14, 2016 and you are hereby authorized to pay them from the appropriate budgets.

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Terry L. Weppler, Mayor

Attest:

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Sally A. Kowal, Village Clerk

JOURNALIZED

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

Dept	0000	GENERAL	POSTAGE ACCT #7900044062146018	1,200.00	
01-0000-0-150000			BD Bond Refund	250.00	
01-0000-0-450000			BD Bond Refund	250.00	
01-0000-0-450000			BD Bond Refund	2,500.00	
01-0000-0-450000			BD Bond Refund	2,500.00	
01-0000-0-450000			BD Bond Refund	1,000.00	
01-0000-0-450000			BD Bond Refund	4,000.00	
01-0000-0-450000			BD Bond Refund	500.00	
01-0000-0-450000			BD Bond Refund	500.00	
01-0000-0-450000			HYDRANT BOND RELEASE	1,600.00	
01-0000-0-450000			BD Bond Refund	500.00	
01-0000-0-450000			REFUND / OVRPYMT JUNE INSURANCE	1,231.81	
01-0000-0-433000			REFUND / AMBULANCE BILLING 1/16	189.64	
01-0000-5-643000			REFUND / AMBULANCE BILLING - PD WORK C	988.95	
01-0000-5-643000			COLLECTION FEES 5/16	(344.40)	
01-0000-6-636000			COLLECTION SERVICE 5/16	(506.92)	
01-0000-6-639000					

Total For Dept 0000 GENERAL 17,859.08

Dept 0100 ADMINISTRATION/FINANCE

Dept	0100	ADMINISTRATION/FINANCE	OFFICE DEPOSIT	OFFICE SUPPLIES	67.63
01-0100-3-716000			BEAVER SHREDDING, INC. <td>SHREDDING 5/12/16 <td>65.00</td> </td>	SHREDDING 5/12/16 <td>65.00</td>	65.00
01-0100-3-728000			CIMPLX COMPLIANCE SERVIC <td>ACA TRACKING SOFTWARE FEES <td>17.21</td> </td>	ACA TRACKING SOFTWARE FEES <td>17.21</td>	17.21
01-0100-3-728000			CIMPLX COMPLIANCE SERVIC <td>ACA TRACKING SERVICES <td>17.21</td> </td>	ACA TRACKING SERVICES <td>17.21</td>	17.21
01-0100-3-745000			DISCOVERY BENEFITS <td>FLEX 125 ADMIN FEE 5/16 <td>451.55</td> </td>	FLEX 125 ADMIN FEE 5/16 <td>451.55</td>	451.55
01-0100-3-746000			PETTY CASH GENERAL <td>REPLENISH PETTY CASH <td>3.05</td> </td>	REPLENISH PETTY CASH <td>3.05</td>	3.05
01-0100-3-746000			TARGETSOLUTIONS LEARNING <td>ANNUAL MEMBERSHIP &amp; MAINT FEE <td>1,275.00</td> </td>	ANNUAL MEMBERSHIP & MAINT FEE <td>1,275.00</td>	1,275.00
01-0100-5-722000			MAILFINANCE <td>POSTAGE MACHINE LEASE 3/22--6/21/16 <td>516.00</td> </td>	POSTAGE MACHINE LEASE 3/22--6/21/16 <td>516.00</td>	516.00
01-0100-5-722000			PERFORMANCE MAILING & PR <td>JUNE VILLAGE VIEWS MAILING <td>502.90</td> </td>	JUNE VILLAGE VIEWS MAILING <td>502.90</td>	502.90
01-0100-5-722000			PETTY CASH GENERAL <td>REPLENISH PETTY CASH <td>0.96</td> </td>	REPLENISH PETTY CASH <td>0.96</td>	0.96
01-0100-5-722000			U.S. POSTMASTER <td>VILLAGE VIEWS POSTAGE <td>100.00</td> </td>	VILLAGE VIEWS POSTAGE <td>100.00</td>	100.00
01-0100-5-723000			ALLPRINT INC <td>LETTERHEAD <td>196.29</td> </td>	LETTERHEAD <td>196.29</td>	196.29
01-0100-5-723000			ALLPRINT INC <td>LETTERHEAD ENVELOPES <td>334.10</td> </td>	LETTERHEAD ENVELOPES <td>334.10</td>	334.10
01-0100-5-723000			ALLPRINT INC <td>LOGO WINDOW ENVELOPES <td>453.99</td> </td>	LOGO WINDOW ENVELOPES <td>453.99</td>	453.99
01-0100-5-723000			ALLPRINT INC <td>LOGO INVERTED FLAP WINDOW ENVELOPES <td>312.71</td> </td>	LOGO INVERTED FLAP WINDOW ENVELOPES <td>312.71</td>	312.71
01-0100-5-723000			OFFICE DEPOT <td>OFFICE SUPPLIES <td>848.00</td> </td>	OFFICE SUPPLIES <td>848.00</td>	848.00
01-0100-5-723000			PETTY CASH GENERAL <td>REPLENISH PETTY CASH <td>7.54</td> </td>	REPLENISH PETTY CASH <td>7.54</td>	7.54
01-0100-5-723000			RICOH USA, INC <td>PRINTER TONER CARTRIDGE <td>141.06</td> </td>	PRINTER TONER CARTRIDGE <td>141.06</td>	141.06
01-0100-5-723000			RICOH USA, INC <td>PRINTER TONER CARTRIDGE <td>(9.54)</td> </td>	PRINTER TONER CARTRIDGE <td>(9.54)</td>	(9.54)
01-0100-5-723000			STAPLES ADVANTAGE <td>OFFICE SUPPLIES <td>209.05</td> </td>	OFFICE SUPPLIES <td>209.05</td>	209.05
01-0100-5-723000			IGFOA <td>UTILITY BILLING SEMINAR 6/16/16 <td>85.00</td> </td>	UTILITY BILLING SEMINAR 6/16/16 <td>85.00</td>	85.00
01-0100-5-726000			ILCMA <td>MEMBERSHIP RENEWAL <td>259.25</td> </td>	MEMBERSHIP RENEWAL <td>259.25</td>	259.25
01-0100-5-726000			ILCMA <td>MEMBERSHIP RENEWAL <td>470.00</td> </td>	MEMBERSHIP RENEWAL <td>470.00</td>	470.00
01-0100-5-726000			PETTY CASH GENERAL <td>REPLENISH PETTY CASH <td>14.00</td> </td>	REPLENISH PETTY CASH <td>14.00</td>	14.00
01-0100-5-726000			FIORELLI GRAPHICS & PRIN <td>REPLENISH PETTY CASH <td>32.21</td> </td>	REPLENISH PETTY CASH <td>32.21</td>	32.21
01-0100-5-744000			FIORELLI GRAPHICS & PRIN <td>PHOTO CONTEST PRINTS <td>15.00</td> </td>	PHOTO CONTEST PRINTS <td>15.00</td>	15.00
01-0100-5-744000			FIORELLI GRAPHICS & PRIN <td>MEMORIAL DAY PROGRAMS <td>170.00</td> </td>	MEMORIAL DAY PROGRAMS <td>170.00</td>	170.00
01-0100-7-713000			RICOH USA, INC <td>COPIER LEASE <td>390.36</td> </td>	COPIER LEASE <td>390.36</td>	390.36
			Total For Dept 0100 ADMINISTRATION/FINANCE		6,945.53

Dept 0201 ENGINEERING

01-0201-3-728000			CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	8.61
01-0201-3-728000			CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	8.61

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund	Dept	GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01	GENERAL FUND						
01-0201-3-728000	01-0201-3-728000	01-0201-3-728000	PROFESSIONAL LAND SURVEYING SER	JORGENSEN & ASSOCIATES,	PROFESSIONAL LAND SURVEYING SERVICES-	1,348.47	
01-0201-3-728000	01-0201-3-728000	01-0201-3-728000	TECHNICAL SERVICES	JORGENSEN & ASSOCIATES,	PROFESSIONAL LAND SURVEYING SERVICES-	3,753.44	
01-0201-5-706000	01-0201-5-706000	01-0201-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	16.88	
01-0201-5-706000	01-0201-5-706000	01-0201-5-706000	MATERIALS AND SUPPLIES	ALLPRINT INC	LETTERHEAD	49.08	
01-0201-5-706000	01-0201-5-706000	01-0201-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	59.96	
01-0201-5-723000	01-0201-5-723000	01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE	110.94	
01-0201-5-726000	01-0201-5-726000	01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILCMA	MEMBERSHIP RENEWAL	115.00	
01-0201-5-726000	01-0201-5-726000	01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	400.00	
			Total For Dept 0201 ENGINEERING			5,870.99	
01-0203-2-720000	01-0203-2-720000	01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	11,200.00	
01-0203-3-728000	01-0203-3-728000	01-0203-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	23.36	
01-0203-3-728000	01-0203-3-728000	01-0203-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	23.36	
01-0203-3-742000	01-0203-3-742000	01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	134.36	
01-0203-4-707000	01-0203-4-707000	01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 5/16	3,323.21	
01-0203-4-707000	01-0203-4-707000	01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 5/16	53.54	
01-0203-4-707000	01-0203-4-707000	01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 5/16	50.49	
01-0203-4-707000	01-0203-4-707000	01-0203-4-707000	STREETLIGHT ENERGY	DYNEGY ENERGY SERVICES	SERVICE 5/16	3,715.43	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	63.60	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	MATERIALS AND SUPPLIES	BLACKBURN MANUFACTURING	MARKING FLAGS	310.22	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	MATERIALS AND SUPPLIES	LAWSON PRODUCTS INC	GRINDING DISCS	94.99	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	CUTQUICK SAW / 98.5 CC / 14"	RUSSO POWER EQUIPMENT	CUTQUICK SAW / PORTABLE PRESSURIZED W	1,046.00	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	PORTABLE PRESSURIZED WATER TANK	RUSSO POWER EQUIPMENT	CUTQUICK SAW / PORTABLE PRESSURIZED W	75.00	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	MATERIALS AND SUPPLIES	SHERWIN INDUSTRIES INC	BARRICADES	660.69	
01-0203-5-706000	01-0203-5-706000	01-0203-5-706000	MATERIALS AND SUPPLIES	ZEP SALES & SERVICE	CLEANER	351.38	
01-0203-5-726000	01-0203-5-726000	01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	720.00	
01-0203-5-752000	01-0203-5-752000	01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	37.78	
01-0203-5-752000	01-0203-5-752000	01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	56.67	
01-0203-5-752000	01-0203-5-752000	01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	OVERPAYMENT	(0.30)	
01-0203-5-752000	01-0203-5-752000	01-0203-5-752000	UNIFORMS	NORTH AMERICAN SAFETY IN	RAIN SUITS	124.00	
01-0203-5-752000	01-0203-5-752000	01-0203-5-752000	UNIFORMS	NORTH AMERICAN SAFETY IN	RAIN JACKET	50.00	
01-0203-5-752000	01-0203-5-752000	01-0203-5-752000	UNIFORMS	NORTH AMERICAN SAFETY IN	RAIN SUITS	148.00	
01-0203-7-712000	01-0203-7-712000	01-0203-7-712000	MAINTENANCE BUILDINGS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	51.52	
01-0203-7-712000	01-0203-7-712000	01-0203-7-712000	MAINTENANCE BUILDINGS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	245.00	
01-0203-7-712000	01-0203-7-712000	01-0203-7-712000	MAINTENANCE BUILDINGS	HOME DEPOT CREDIT SERVIC	ICE MAKER / CONDENSATE PUMP	1,071.93	
01-0203-7-713000	01-0203-7-713000	01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	6.14	
01-0203-7-713000	01-0203-7-713000	01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	BUHRMAN DESIGN GROUP INC	ADDT'L LANDSCAPE MAINT	413.00	
01-0203-7-713000	01-0203-7-713000	01-0203-7-713000	MAINTENANCE STREETS AND ALLEYS	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	119.97	
01-0203-7-716000	01-0203-7-716000	01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	PETER BAKER & SON CO	ASPHALT REPAIR	775.20	
01-0203-7-716000	01-0203-7-716000	01-0203-7-716000	MAINTENANCE SIDEWALKS	POINT READY MIX, LLC	CONCRETE REPAIR / 2ND AVE	459.00	
01-0203-7-717000	01-0203-7-717000	01-0203-7-717000	MAINTENANCE SIDEWALKS	POINT READY MIX, LLC	CONCRETE REPAIR / BROADWAY & FIRST	531.00	
01-0203-7-718000	01-0203-7-718000	01-0203-7-718000	MAINTENANCE STORM SEWERS	POINT READY MIX, LLC	CONCRETE REPAIR / GARFIELD	683.00	
01-0203-7-718000	01-0203-7-718000	01-0203-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	STORM SEWER REPAIR FITTINGS	215.20	
01-0203-7-719000	01-0203-7-719000	01-0203-7-719000	MAINTENANCE SIGNS	RAY SCHRAMER & CO	SEWER MASTIC	45.35	
01-0203-7-731000	01-0203-7-731000	01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	3M LBD5669	SIGNAGE MATERIALS	892.83	
01-0203-7-731000	01-0203-7-731000	01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	LAKE COUNTY TREASURER	TRAFFIC SIGNAL MAINT	2,628.90	
			Total For Dept 0203 STREETS			30,399.82	
01-0205-2-720000	01-0205-2-720000	01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	1,600.00	
01-0205-3-728000	01-0205-3-728000	01-0205-3-728000	CONTRACTUAL SERVICES	TNG SWEEPING & SERVICES,	STREET SWEEPING	4,923.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 01 GENERAL FUND</b>					
<b>Dept 0205 REFUSE &amp; RECYCLING</b>					
Total For Dept 0205 REFUSE & RECYCLING 6,523.00					
<b>Dept 0301 PLANNING DIVISION</b>					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	110.95	
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	171.52	
01-0301-5-706000	MATERIALS AND SUPPLIES	ALLPRINT INC	LETTERHEAD	245.37	
01-0301-5-706000	MATERIALS AND SUPPLIES	ALLPRINT INC	LETTERHEAD ENVELOPES	167.05	
01-0301-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	780.97	
01-0301-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	59.96	
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	400.00	
Total For Dept 0301 PLANNING DIVISION 1,935.82					
<b>Dept 0302 BUILDING SERVICES</b>					
01-0302-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	14.76	
01-0302-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	14.76	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSP	27 SEMI-ANNUAL ELEVATOR INSPECTION	1,161.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSP	2 / ELEVATOR PLAN REVIEWS	200.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSP	1 /ELEVATOR PLAN REVIEW	100.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSP	44 SEMI-ANNUAL ELEVATOR INSPECTIONS	2,192.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSP	54 SEMI-ANNUAL ELEVATOR CODE INSPECTI	2,422.00	
01-0302-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	59.96	
01-0302-5-723000	OFFICE SUPPLIES	ALLPRINT INC	LETTERHEAD	245.37	
01-0302-5-723000	OFFICE SUPPLIES	ALLPRINT INC	LETTERHEAD ENVELOPES	167.05	
01-0302-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	53.99	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	480.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG	BTTRFLD RD SAN SWR REVIEW	1,373.29	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE	110.95	
Total For Dept 0302 BUILDING SERVICES 8,595.13					
<b>Dept 0303 ECONOMIC DEVELOPMENT</b>					
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ICSC	MEMBERSHIP RENEWAL	100.00	
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ROWE, HEATHER	REIMB / ICSC RETAIL TRADE SHOW 5/21-2	228.74	
Total For Dept 0303 ECONOMIC DEVELOPMENT 328.74					
<b>Dept 0501 POLICE ADMIN, COMMUNICATION &amp; RECORDS</b>					
01-0501-2-720000	INSURANCE	ANDERSON, STEVE	PSEBA MEDICAL INSURANCE REIMB 5/6&20	323.33	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 5/16	7.30	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 5/16	6.79	
01-0501-3-705000	CONTRACTUAL SERVICES	GATSO USA	RED LIGHT CAMERA PROGRAM 5/16	4,680.00	
01-0501-3-705000	CONTRACTUAL SERVICES	MUNICIPAL COLLECTIONS OF	COLLECTION FEES 5/16	1,383.03	
01-0501-3-705000	CONTRACTUAL SERVICES	SHRED-IT USA LLC	SHREDDING	43.28	
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL PYMT 6/	31,084.00	
01-0501-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	DEDUCTIBLE & OPTIONAL DEDUCTIBLE 5/1	906.99	
01-0501-3-728000	MEDICAL SERVICES	THEODORE POLYGRAPH SERVI	CSO CANDIDATE EMPLOYMENT TESTING	150.00	
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	338.00	
01-0501-4-710000	TELEPHONE	AT&T	SERVICE 5/16	142.11	
01-0501-4-710000	TELEPHONE	AT&T	SERVICE 5/16	108.11	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	6.95	
01-0501-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	374.98	
01-0501-5-743000	PRINTING AND PUBLICATIONS	ALLPRINT INC	LETTERHEAD	98.15	
01-0501-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	57.80	
01-0501-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	57.80	
Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC 39,768.62					

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Fund 01 GENERAL FUND

Dept 0502 POLICE PATROL	EQUIPMENT RENTAL AND USER FEES	LK CITY MAJOR CRIMES TASK	ANNUAL MEMBERSHIP ASSESSMENT	500.00	
01-0502-3-730000	TRAVEL, TRAIN, SUBSCRIP & DUES	GOZE, MATTHEW A	REIMB/MEALS - TRAINING 5/10-12	32.77	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY STATES ATTY	SAO CYBER LAB MEMBERSHIP DUES	1,500.00	
01-0502-5-726000	ANNUAL MEMBERSHIP ASSESSMENT	N EAST MULTI-REGION/TRAI	2016-17 ANNUAL MEMBERSHIP ASSESSMENT	4,275.00	
01-0502-5-726000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / M JOHNSON	139.90	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS - BOOTS - ROSZKOWIAK	157.49	
01-0502-5-752000	UNIFORMS	ROSZKOWIAK, CHAD	REIMB/ MEALS - TRAINING 5/10-12	28.34	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	DECATUR ELECTRONICS, INC	HAND REMOTE CONTROL	200.00	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	HAVEY COMMUNICATIONS	PARTS & LABOR / GUN RACK CHANGE SQUAD	120.00	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	SIGN*A*RAMA USA	VINYL GRAPHICS / SQUAD#10	700.00	

Total For Dept 0502 POLICE PATROL 7,653.50

Dept 0503 POLICE-INVESTIGATIONS  
 01-0503-3-705000 CONTRACTUAL SERVICES

01-0503-3-705000	CONTRACTUAL SERVICES	KATANA FORENSICS, INC	ANNUAL MAINT	500.00	
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Total For Dept 0503 POLICE-INVESTIGATIONS 500.00

Dept 0505 POLICE-COMMUNITY SERVICES

01-0505-3-751000	ANIMAL CARE	IL DEPT OF AGRICULTURE	ANIMAL SHELTER LICENSE RENEWAL	25.00	
01-0505-3-751000	ANIMAL CARE	LAKE COUNTY ANIMAL CARE	ANIMAL CARE	20.00	
01-0505-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / KERNER	79.95	

Total For Dept 0505 POLICE-COMMUNITY SERVICES 124.95

Dept 0601 FIRE-ADMINISTRATION

01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	197.56	
01-0601-5-723000	OFFICE SUPPLIES	ALLPRINT INC	LETTERHEAD ENVELOPES	75.43	

Total For Dept 0601 FIRE-ADMINISTRATION 272.99

Dept 0602 FIRE PREVENTION

01-0602-3-705000	CONTRACTUAL SERVICES	FIRE & SECURITY SYSTEMS,	ALARM CONNECTION / 825 S MILW	150.00	
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	FIRE INVESTIGATOR STRIKE	SEMINAR FEES / 3 MEMBERS	135.00	

Total For Dept 0602 FIRE PREVENTION 285.00

Dept 0603 FIRE-EMERGENCY SERVICES

01-0603-2-789000	PAID ON CALL PENSIONS	BELL, CHARLES	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	BRACHER, HERBERT L	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	FONTANA, RAYMOND A	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	LANTZ, JACK	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	MADOLE, GEORGE R	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	MCCORMICK, WM. DAN	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	PRINZING, ROBERT E	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	RASMUSSEN, JOHN W	SEMI-ANNUAL PAID-ON-CALL PENSION	175.00	
01-0603-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL PYMT 6/	19,722.00	
01-0603-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	52.88	
01-0603-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	52.88	
01-0603-3-728000	TECHNICAL SERVICES	MUNICIPAL COLLECTIONS OF	COLLECTION SERVICE 5/16	1,609.88	
01-0603-3-730000	SPECIAL RESPONSE TEAM DUES	MABAS DIVISION IV	2016/2017 ANNUAL ASSESSMENT	5,275.00	
01-0603-3-730000	OPERATIONS DUES	MABAS DIVISION IV	2016/2017 ANNUAL ASSESSMENT	300.00	
01-0603-3-730000	ILLINOIS ASSESSMENT	MABAS DIVISION IV	2016/2017 ANNUAL ASSESSMENT	275.00	
01-0603-5-707000	MONITOR PROBES AND LINES	AIR ONE EQUIPMENT, INC	MONITOR PROBES AND LINES	898.00	
01-0603-5-707000	O2	AMERICAN GASES CORP	OXYGEN	63.66	
01-0603-5-707000	FIREFIGHTER SUPPLIES	ZOLL MEDICAL CORPORATION	EMS SUPPLIES	168.75	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BENDING, WILLIAM	REIMB/ FDIC INT'L TRAINING & ED CONF	956.40	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	3,600.00	

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Invoice Description

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Fund 01 GENERAL FUND					
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	VILLAGE OF ARLINGTON HEI	FAE CLASS / WOODWARD	475.00	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-4-709000	UTILITIES - STATION 3		SERVICE 4 & 5/16	804.51	
01-0604-4-709000	UTILITIES - STATION 3		SERVICE 4 & 5/16	190.89	
01-0604-5-706000	MATERIALS AND SUPPLIES		MISC HARDWARE, PARTS & SUPPLIES	47.64	
01-0604-5-706000	MATERIALS AND SUPPLIES		BATTERIES	33.12	
01-0604-5-706000	LIGHT BULBS		ELEC SUPPLIES	107.40	
01-0604-5-707000	SCBA HEADS UP DISPLAYS		SCBA HEADS UP DISPLAYS	602.00	
01-0604-5-707000	HELMET		HELMET	294.00	
01-0604-5-707000	HELMET SHIELDS		2 / HELMET SHIELDS	108.08	
01-0604-5-752000	UNIFORMS - PAKOSTA		UNIFORM SHIRTS	59.50	
01-0604-5-752000	UNIFORMS / MAYER		UNIFORMS / MAYER	392.55	
01-0604-5-752000	UNIFORMS		UNIFORMS / HAEDT	118.75	
01-0604-7-712000	ST1 BAY DOOR REPAIR		DOOR REPAIR / BROKEN SPRING	750.00	
01-0604-7-712000	MAINTENANCE BUILDINGS		ELEVATOR MAINT 6/16	119.00	
01-0604-7-712000	MAINTENANCE BUILDINGS		ANNUAL ELEVATOR TESTING	175.00	
			Total For Dept 0603 FIRE-EMERGENCY SERVICES	34,849.45	
Dept 0701 PARKS					
01-0701-2-720000	INSURANCE		PW UNION MED/DENTAL INS	9,200.00	
01-0701-3-705000	2016/17 MOWING & LANDSCAPING CO		2016/17 MOWING & LANDSCAPING CONTRACT	19.24	
01-0701-3-705000	LAKE/POND MAINTENANCE SERVICES		LAKE/POND MAINTENANCE	37.20	
01-0701-3-705000	LAKE/POND MAINTENANCE SERVICES		LAKE/POND MAINTENANCE	45.63	
01-0701-3-705000	LAKE/POND MAINTENANCE SERVICES		LAKE/POND MAINTENANCE	39.68	
01-0701-3-705000	CONTRACTUAL SERVICES		JANITORIAL SERVICE 5/16	417.00	
01-0701-4-708000	ELECTRICITY		SERVICE 5/16	31.33	
01-0701-4-708000	ELECTRICITY		SERVICE 5/16	125.68	
01-0701-5-706000	MATERIALS AND SUPPLIES		MISC HARDWARE, PARTS & SUPPLIES	27.57	
01-0701-5-706000	MATERIALS AND SUPPLIES		FLOODLIGHT	290.81	
01-0701-5-706000	MATERIALS AND SUPPLIES		WASP & HORNET SPRAY	105.60	
01-0701-5-706000	MATERIALS AND SUPPLIES		REPAIR PARTS	51.61	
01-0701-5-723000	OFFICE SUPPLIES		LETTERHEAD	49.07	
01-0701-5-723000	OFFICE SUPPLIES		OFFICE SUPPLIES	54.87	
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES		ARBORIST CERTIFICATION / HEURICH	100.00	
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES		ANNUAL MEMBERSHIP & MAINT FEE	880.00	
01-0701-5-728000	TREE SURGERY AND SPRAYING		REMOVE MAPLE TREE / 148 COOLIDGE	700.00	
01-0701-5-728000	REMOVE 7 TREES AROUND OUTBUILD		ADLER ART CENTER TREE REMOVALS 2016-1	2,600.00	
01-0701-5-752000	UNIFORMS		UNIFORMS	125.96	
01-0701-5-752000	UNIFORMS		UNIFORMS	143.96	
01-0701-5-752000	UNIFORMS		UNIFORMS	32.00	
01-0701-5-752000	UNIFORMS		UNIFORMS	32.00	
01-0701-5-752000	MISCELLANEOUS		ACA TRACKING SOFTWARE FEES	18.45	
01-0701-5-799000	MISCELLANEOUS		ACA TRACKING SERVICES	18.45	
01-0701-7-712000	MAINTENANCE BUILDING		MISC HARDWARE, PARTS & SUPPLIES	20.97	
01-0701-7-713000	MAINTENANCE GROUNDS		MISC HARDWARE, PARTS & SUPPLIES	12.99	
01-0701-7-713000	2016/17 MOWING & LANDSCAPING CO		2016/17 MOWING & LANDSCAPING CONTRACT	476.53	
01-0701-7-713000	LAKE/POND MAINTENANCE SERVICES		LAKE/POND MAINTENANCE	49.60	
01-0701-7-713000	MAINTENANCE GROUNDS		PESTICIDES FOR PARKS	376.85	
01-0701-7-713000	COMCAST CABLE REPAIR #1		REPAIR COMCAST CABLE BREAKS	1,587.27	
01-0701-7-713000	COMCAST CABLE REPAIR #2		REPAIR COMCAST CABLE BREAKS	2,745.14	



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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 0703 SWIMMING POOL OPERATIONS					
01-0703-5-752000	UNIFORMS	ELIFEGUARD, INC	POOL UNIFORM WKS SWIMSUITS	979.86	
01-0703-5-752000	UNIFORMS	ELIFEGUARD, INC	POOL UNIFORM SWIMSUITS	279.16	
01-0703-5-752000	UNIFORMS	LIFEGUARD STORE INC	UNIFORMS / TRUNKS / LANYARDS & WHISTL	764.20	
01-0703-5-752000	BLACK HOODIES WITH LEFT CHEST L	SPORTS 11 INC	UNIFORMS FOR POOL - HOODIES AND SWEAT	1,155.00	
01-0703-5-752000	BLACK SWEATPANTW WITH LEFT THIG	SPORTS 11 INC	UNIFORMS FOR POOL - HOODIES AND SWEAT	580.00	
01-0703-5-752000	GUARD TANK TOPS	SPORTS 11 INC	POOL UNIFORMS	465.85	
01-0703-5-752000	GUARD REGULAR TSHIRTS	SPORTS 11 INC	POOL UNIFORMS	397.60	
01-0703-5-752000	GUARD LONG SLEEVE SHIRTS	SPORTS 11 INC	POOL UNIFORMS	403.65	
01-0703-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	157.40	
01-0703-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	157.40	
01-0703-5-799000	MISCELLANEOUS	SPORTS 11 INC	POOL CONCESSION T-SHIRTS	447.00	
01-0703-7-712000	MAINTENANCE BUILDING	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	14.82	
01-0703-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	117.00	
01-0703-7-712000	MAINTENANCE BUILDING	GRAINGER INC	PET & INSECT SCREEN	226.58	
01-0703-7-712000	MAINTENANCE BUILDING	MARY K DORSEY	FLOWERS / ADLER POOL & VLG HALL	226.04	
01-0703-7-712000	MAINTENANCE BUILDING	SUPERIOR INDUSTRIAL SUPP	CLEANER / WASP & BEE SPRAY	173.90	
01-0703-7-716000	MAINTENANCE POOLS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	33.96	
01-0703-7-716000	MAINTENANCE POOLS	AIRGAS USA, LLC	CARBON DIOXIDE	634.07	
01-0703-7-716000	MAINTENANCE POOLS	HALOGEN SUPPLY CO INC	POOL LIGHTS	301.57	
01-0703-7-716000	MAINTENANCE POOLS	HALOGEN SUPPLY CO INC	CHLORINE SUPPLY PUMP	352.97	
01-0703-7-716000	ADLER POOL CHEMICAL CONTROLLER	HALOGEN SUPPLY CO INC	ADLER POOL CHEMICAL CONTROLLER	1,789.00	
01-0703-7-716000	MAINTENANCE POOLS	HALOGEN SUPPLY CO INC	POOL SEQUA-SOL	601.25	
01-0703-7-716000	LIQUID BLEACH	UNIVAR USA INC	LIQUID BLEACH	1,269.95	
		Total For Dept 0703 SWIMMING POOL OPERATIONS		17,474.12	
Dept 0704 LIBERTYVILLE GOLF COURSE					
01-0704-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	76.23	
01-0704-7-713000	LAKE/POND MAINTENANCE SERVICES	CLARKE AQUATIC SERVICES	LAKE/POND MAINTENANCE	31.00	
		Total For Dept 0704 LIBERTYVILLE GOLF COURSE		107.23	
Dept 0705 SENIOR PROGRAMS					
01-0705-3-713000	CONTRACTUAL SERVICES	CAFE POMIGLIANO	SENIOR DINER CATERING	65.00	
01-0705-3-713000	CONTRACTUAL SERVICES	FODRAK'S	SENIOR DINER CATERING	420.00	
01-0705-5-706000	PROGRAM MATERIALS AND SUPPLIES	BARRY WOOD	SENIOR CTR B/DAY BASH ENTERTAINMENT	180.00	
01-0705-5-707000	MEAL SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	51.92	
		Total For Dept 0705 SENIOR PROGRAMS		716.92	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-3-728000	TECHNICAL SERVICE	NIU CENTER FOR GOVERNMENT	STRATEGIC PLANNING	8,250.00	
01-1200-5-726000	COMMITTEE OF THE WHOLE / TIP	PETTY CASH GENERAL	REPLENISH PETTY CASH	15.00	
01-1200-5-799000	FIRST AID SUPPLIES	PETTY CASH GENERAL	REPLENISH PETTY CASH	3.89	
		Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES		8,268.89	
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	SWANSON, MARTIN & BELL,	LEGAL SERVICE 4/16	16,630.50	
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICES 4/16	5,487.50	
01-1300-3-778000	LABOR COUNSEL	SEYFARTH SHAW ATTORNEYS	LEGAL SERVICE	1,262.50	
01-1300-3-779000	LITIGATION	SEYFARTH SHAW ATTORNEYS	PENSION / LEGAL SERVICE	2,982.50	
01-1300-3-779000	LITIGATION / STRAMPEL	SWANSON, MARTIN & BELL,	LEGAL SERVICE 4/16	940.00	
01-1300-3-779000	LITIGATION / BCS GOLF	SWANSON, MARTIN & BELL,	LEGAL SERVICE 4/16	358.00	
		Total For Dept 1300 LEGAL		27,661.00	
Dept 1500 CENTRAL BUSINESS DST PARKING					

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GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 1500 CENTRAL BUSINESS	DST PARKING				
01-1500-7-712000	MAINTENANCE BUILDING	ADVENT SYSTEMS, INC	REPAIR / CODE BLUE 3RD FLOOR GARAGE	738.75	
01-1500-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 6/16	229.00	
01-1500-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ELEVATOR BUTTON ASSEMBLIES / PKG GARAG	106.66	
01-1500-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT / PKG GARAGE	367.50	
01-1500-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ANNUAL ELEVATOR TESTING	350.00	
01-1500-7-712000	MAINTENANCE BUILDING	WALKER RESTORATION CONSU	WEST PARKING STRUCTURE REPAIRS	191.58	
01-1500-7-713000	MAINTENANCE PARKING LOTS	ACE OF SPRAY, LLC	PRESSURE WASH 2 TRASH CORRAL	375.00	
01-1500-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	15.80	
		Total For Dept 1500 CENTRAL BUSINESS DST PARKING		2,374.29	

Dept 1600 COMMUNITY ORGAN/ACTIVITIES

01-1600-3-750000	DIAL-A-RIDE	FACE	DIAL-A-RIDE 3/16	399.20	
01-1600-3-767000	MOSQUITO CONTROL	CLARKE ENVIRONMENTAL MAN	MOSQUITO MANAGEMENT SERVICES 7/16	8,250.00	
01-1600-5-754000	NO IL SPECIAL RECREATION ASSN		SPECIAL REC ASSN OF CENT MEMBER AGENCY CONTRIBUTION 2016/17	142,394.00	
		Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES		151,043.20	

Dept 1700 PUBLIC BUILDINGS

01-1700-4-709000	NORTH SHORE GAS		SERVICE 4/16	54.72	
01-1700-5-799000	MISCELLANEOUS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	46.11	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	11.98	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ANDERSON PEST SOLUTIONS	PEST CONTROL/ VLG HALL 6/16	100.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	450.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 6/16	119.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GREAT LAKES ELEVATOR SER	ANNUAL ELEVATOR TESTING	175.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	400.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	34.03	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ANDERSON PEST SOLUTIONS	PEST CONTROL / SCHERTZ	150.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	1,170.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 6/16	116.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GREAT LAKES ELEVATOR SER	ANNUAL TESTING FEE	175.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MCDONOUGH MECHANICAL SER	RTU REPAIR	162.75	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	578.39	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	TEMPERATURE EQUIPMENT CO	FILTERS	59.04	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	TEMPERATURE EQUIPMENT CO	FILTERS	98.40	
		Total For Dept 1700 PUBLIC BUILDINGS		3,900.42	

Fund 02 CONCORD SPECIAL SERVICE AREA

Dept 0000 GENERAL					
02-0000-0-780000	LAKE/POND MAINTENANCE SERVICES	CLARKE AQUATIC SERVICES	LAKE/POND MAINTENANCE	37.20	
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 5/16	152.95	
02-0000-0-781000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	28.25	
		Total For Dept 0000 GENERAL		218.40	

Fund 03 EMERGENCY TELEPHONE SYSTEM 911

Dept 0000 GENERAL					
03-0000-3-705000	CONTRACTUAL SERVICES	ADVANCED BUSINESS NETWORK	T-1 LINE	314.76	
03-0000-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL PYMT 6/	8,753.00	
03-0000-4-710000	TELEPHONE	ADVANCED BUSINESS NETWORK	7 / T-1 LINES	808.40	
03-0000-6-790000	CAPITAL OUTLAY	CDS OFFICE TECHNOLOGIES	FULL-TRAVEL KEYBOARD	750.00	
		Total For Fund 02 CONCORD SPECIAL SERVICE AREA		218.40	

417,769.56

Total For Fund 01 GENERAL FUND

Total For Dept 1700 PUBLIC BUILDINGS

3,900.42

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 03 EMERGENCY TELEPHONE SYSTEM 911					
Dept 0000 GENERAL					
03-0000-6-790000	CAPITAL OUTLAY		COMMUNICATIONS DIRECT IN 15 / M6 PAGERS	6,408.23	
03-0000-6-790000	APX6500 VHF HIGH POWER	MOTOROLA INC	APX6500 MOBILE RADIO	2,151.75	
03-0000-6-790000	PALM MICROPHONE	MOTOROLA INC	APX6500 MOBILE RADIO	54.00	
03-0000-6-790000	REMOTE MOUTH 02 WMM	MOTOROLA INC	APX6500 MOBILE RADIO	222.75	
03-0000-6-790000	05 CONTROL HEAD	MOTOROLA INC	APX6500 MOBILE RADIO	324.00	
03-0000-6-790000	LACR 2 YEAR EXTENDED WARRANTY	MOTOROLA INC	APX6500 MOBILE RADIO	150.00	
03-0000-6-790000	REMOTE OUNT CBL 17 FEET	MOTOROLA INC	APX6500 MOBILE RADIO	11.25	
03-0000-6-790000	AUXILIARY SPEAKER 7.5 WATT	MOTOROLA INC	APX6500 MOBILE RADIO	45.00	
03-0000-6-790000	CONVENTIONAL OPERATION APX6500	MOTOROLA INC	APX6500 MOBILE RADIO	375.00	
03-0000-7-715000	MAINTENANCE OF OTHER EQUIPMENT	HAVEY COMMUNICATIONS	MDC INSTALLATION - TENDER 461	225.00	
03-0000-7-715000	MAINTENANCE OF OTHER EQUIPMENT	HAVEY COMMUNICATIONS	MDC INSTALL AMBULANCE #1461R	125.00	
03-0000-7-715000	MAINTENANCE OF OTHER EQUIPMENT	HAVEY COMMUNICATIONS	MDC INSTALL ENGINE #E463	150.00	
03-0000-7-715000	MAINTENANCE OF OTHER EQUIPMENT	KRUEGER TOWER INC	TESTED ANTENNA / CLEANED & WEATHER SE	960.00	
03-0000-7-715000	MAINTENANCE OF OTHER EQUIPMENT	MOTOROLA INC	RADIO CASES/HOLSTERS	272.55	
		Total For Dept 0000 GENERAL		22,100.69	
Fund 05 FOREIGN FIRE INSURANCE TAX					
Dept 0000 GENERAL					
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP		EMERGENCY TELEPHONE SYSTEM 911	22,100.69	
05-0000-0-790000	DISCOUNT				
05-0000-0-790000	AUTOPULSE BATTERIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	6,096.66	
05-0000-0-790000	AUTOPULSE CARRY CASE	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	(486.76)	
05-0000-0-790000	AUTOPULSE LIFE BAND CASE	ZOLL MEDICAL CORPORATION	AUTOPULSE BATTERIES AND EQUIPMENT	2,475.00	
		Total For Dept 0000 GENERAL		9,961.60	
Fund 06 TIM/CREEK SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
06-0000-0-780000	LAKE/POND MAINTENANCE SERVICES		LAKE/POND MAINTENANCE	99.19	
06-0000-0-781000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	20.22	
		Total For Dept 0000 GENERAL		119.41	
Fund 09 TAX INCREMENT FIN DIST #1					
Dept 0000 GENERAL					
09-0000-0-776000	PARKING IMPROVEMENTS		WALSH CONSTRUCTION II L PARKING STRUCTURE	171,722.00	
09-0000-0-799000	MISCELLANEOUS		PADDOCK PUBLICATIONS, IN PUBLIC NOTICE	52.90	
		Total For Dept 0000 GENERAL		171,774.90	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	42.57	
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	T & T REPRODUCTIONS & SU	SIDEWALK CLEANING COPIES	289.40	
13-0000-0-720000	COOK HOUSE	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	80.00	
13-0000-0-720000	COOK HOUSE	ORKIN EXTERMINATING CO I	PEST CONTROL	86.42	
13-0000-0-757000	VILLAGE BAND	FIORELLI GRAPHICS & PRIN	ROSE GARDEN CONCERT FLYERS	108.00	
13-0000-0-759000	TOURISM PROMOTIONS	FIORELLI GRAPHICS & PRIN	EMP & CUSTOMER PKG INFO SHEETS	144.00	
		Total For Fund 09 TAX INCREMENT FIN DIST #1		171,774.90	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE  
 EXP CHECK RUN DATES 06/14/2016 - 06/14/2016

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Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 13 HOTEL/MOTEL TAX FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
13-0000-0-762000	CIVIC CENTER	ELEC REPAIR PARTS /CIVIC CTR	99.78	
13-0000-0-762000	CIVIC CENTER	ELEVATOR MAINT 6/16	113.00	
13-0000-0-762000	CIVIC CENTER	ANNUAL ELEVATOR TESTING	175.00	
13-0000-0-762000	CIVIC CENTER	SERVICE 4 & 5/16	176.72	
13-0000-0-762000	CIVIC CENTER	NORTH SHORE GAS CO	56.08	
13-0000-0-762000	CIVIC CENTER	SERVICE 5./16	3,200.00	
13-0000-0-781000	T. MARTIN CONCRETE, LLC	DAMAC STOOP/STAIR REPAIR		
	Total For Dept 0000 GENERAL		4,570.97	

Total For Fund 13 HOTEL/MOTEL TAX FUND

4,570.97

Fund 14 COMMUTER PARKING FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
14-0000-0-668000	MARKER, CAROL	REFUND/ PR CROSSING OVRPYMT 5/21/16	15.00	
14-0000-3-730000	AMERICAN LEGION POST #32	PARKING LOT LEASE 7/16	550.00	
14-0000-4-708000	DYNEGY ENERGY SERVICES	SERVICE 5/16	262.06	
14-0000-4-710000	PACIFIC TELEMANAGEMENT	PAYPHONES 7/16	153.00	
14-0000-5-750000	KATZ, BARRY R	COMMUTER PARKING PERMIT REFUND	210.00	
14-0000-7-713000	BUHRMAN DESIGN GROUP INC	ADDT'L LANDSCAPE MAINT	17.00	
14-0000-7-713000	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	48.47	
14-0000-7-713000	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	440.00	
	Total For Dept 0000 GENERAL		1,695.53	

Total For Fund 14 COMMUTER PARKING FUND

1,695.53

Fund 20 UTILITY FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
20-0000-0-401001	COLE, ROBERT	UB refund for account: 0105125300-01	104.76	
20-0000-0-401001	DEERBROOK LIMOUSINE SERV	UB refund for account: 0109313802-04	109.08	
20-0000-0-401001	DEERBROOK LIMOUSINE SERV	UB refund for account: 0109313802-04	53.35	
20-0000-0-401001	KEENAN, ROLLY	UB refund for account: 0203068100-08	73.17	
20-0000-0-401001	KLIMA, ROBERT	UB refund for account: 0209280000-04	55.12	
20-0000-0-401001	KLIMA, ROBERT	UB refund for account: 0209280000-04	48.11	
20-0000-0-401001	MALAWSKI, MARCY	UB refund for account: 0101022000-15	24.58	
20-0000-0-401001	MALAWSKI, MARCY	UB refund for account: 0101022000-15	19.20	
20-0000-0-401001	MARGONIS, NICOLE	UB refund for account: 0203075800-18	62.13	
20-0000-0-401001	MARGONIS, NICOLE	UB refund for account: 0203075800-18	51.98	
20-0000-0-401001	MCFALLS, MEGAN	UB refund for account: 0102038647-02	167.94	
20-0000-0-401001	SHELLIN, KEN	UB refund for account: 0204117000-12	109.08	
20-0000-0-401001	SHELLIN, KEN	UB refund for account: 0204117000-12	53.35	
20-0000-0-401001	SMART, VERA	UB refund for account: 0103076600-00	57.60	
20-0000-0-644000	THE BOLDT COMPANY	HYDRANT BOND RELEASE	(53.91)	
	Total For Dept 0000 GENERAL		935.44	

Total For Dept 0000 GENERAL

935.44

Dept 2020 WATER DEPARTMENT

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
20-2020-2-720000	INSURANCE	PW UNION MED/DENTAL INS	8,000.00	
20-2020-3-728000	TECHNICAL SERVICES	BWCSI SUPPORT SERVICES	587.34	
20-2020-3-728000	TECHNICAL SERVICES	REPAIR / AUTO READ GUN	474.00	
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT/ WATER TESTING 4/16	345.00	
20-2020-3-728000	TECHNICAL SERVICES	MUNICIPAL & FINANCIAL SE WATER/SEWER RATE STUDY	2,075.00	
20-2020-4-708000	ELECTRICITY	SERVICE 5/16	224.92	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO SERVICE 5/16	57.33	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO SERVICE 5/16	80.53	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO SERVICE 5/16	68.57	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	133.37	
20-2020-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 5/16 (1860 PETERSON)	1,405.12	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/16	101.67	
20-2020-4-710000	TELEPHONE	SPRINT / NEXTEL COMMUNIC	SERVICE 4/24--S/23/16	50.99	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	126.01	
20-2020-5-706000	DISCOUNT	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	(81.12)	
20-2020-5-706000	MATERIALS AND SUPPLIES	AQUAFIX	GREASE	840.18	
20-2020-5-723000	OFFICE SUPPLIES	ALLPRINT INC	LETTERHEAD	49.07	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	640.00	
20-2020-5-729000	OMNI 1.5" C2 METER 1000 GAL	HD SUPPLY WATERWORKS, LT	OMNI 1.5" C2 METER AND FLANGE KIT	1,115.00	
20-2020-5-729000	1.5" CAST IRON FLANGE KIT	HD SUPPLY WATERWORKS, LT	OMNI 1.5" C2 METER AND FLANGE KIT	27.00	
20-2020-5-729000	METERS - NEW CONSTRUCTION	HD SUPPLY WATERWORKS, LT	WARRANTY REPLACEMENT PARTS	435.00	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	121.46	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	59.37	
20-2020-5-752000	UNIFORMS	NORTH AMERICAN SAFETY IN	RAIN SUITS	333.00	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CITY JOINT ACT	WATER USAGE 5/16	188,872.32	
20-2020-5-799000	MISCELLANEOUS	RECORDER OF DEEDS	RELEASE LIEN-MALECKI	29.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	9.59	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	220.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	245.00	
20-2020-7-716000	DRIVEWAY REMOVAL & REPLACEMENT	GLOBE CONSTRUCTION INC	DRIVEWAY REMOVAL & REPLACEMENT @ 1118	5,184.00	
20-2020-7-716000	6" PCC SIDEWALK REMOVAL & REPLA	GLOBE CONSTRUCTION INC	DRIVEWAY REMOVAL & REPLACEMENT @ 1118	938.40	
20-2020-7-716000	DRIVEWAY APRON REPLACEMENT	GLOBE CONSTRUCTION INC	DRIVEWAY REMOVAL & REPLACEMENT @ 1118	2,475.00	
20-2020-7-716000	VARIOUS APRON MATERIALS	PETER BAKER & SON CO	VARIOUS PAVING MATERIALS	1,126.59	
20-2020-7-716000	MAINTENANCE WATER LINE	PETER BAKER & SON CO	ASPHALT REPAIR	237.66	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	CONCRETE REPAIRS /MCKINLEY & DAWES	693.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	BAND REPAIR CLAMP	583.77	
			Total For Dept 2020 WATER DEPARTMENT	217,883.14	
Dept 2021 SEWER DEPARTMENT					
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	3,800.00	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	14.96	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	96.01	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	83.60	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	147.54	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	51.22	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	37.41	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 5/16	48.36	
20-2021-5-706000	MATERIALS AND SUPPLIES	ALLPRINT INC	LETTERHEAD	100.30	
20-2021-5-706000	MATERIALS AND SUPPLIES	QUANTUM LABS INC	NITRILE GLOVES	49.07	
20-2021-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	TELESCOPING POLE	105.84	
20-2021-5-706000	TRAVEL, TRAIN, SUBSCRIP & DUES	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	253.85	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	STEINER ELECTRIC COMPANY	OVERLOAD RELAY	160.00	
20-2021-7-716000	MAINTENANCE SEWER LINES	NEENAH FOUNDRY CO	6/ SOLID SEWER LIDS	141.13	
			Total For Dept 2021 SEWER DEPARTMENT	5,677.29	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	6.15	
20-2022-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	6.15	
20-2022-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	SAMPLE TESTING	95.00	
20-2022-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 5/16	17,223.21	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/16	1,788.35	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE  
 EXP CHECK RUN DATES 06/14/2016 - 06/14/2016  
 JOURNALIZED  
 BOTH OPEN AND PAID  
 Invoice Description

GL Number	Vendor	Invoice Line Desc	Amount	Check #
Fund 20 UTILITY FUND				
Dept 2022 WASTE WATER TREATMENT PLANT				
20-2022-5-706000	GRAINGER INC	MATERIALS AND SUPPLIES.	12.39	
20-2022-5-706000	GRAINGER INC	MATERIALS AND SUPPLIES	89.33	
20-2022-5-706000	HINCKLEY SPRINGS	DISTILLED LAB WATER	33.43	
20-2022-5-706000	LOWE'S BUSINESS ACCOUNT	PAINT SUPPLIES	30.93	
20-2022-5-706000	SHERWIN-WILLIAMS	PAINT SUPPLIES	25.39	
20-2022-5-706000	VWR INTERNATIONAL, INC	DIGITAL THERMOMETERS	90.68	
20-2022-5-706000	WILKENS-ANDERSON COMPANY	LAB SUPPLIES	74.03	
20-2022-5-707000	AQUAFX	VS SLUDGE REDUCER	3,202.50	
20-2022-5-707000	VIKING CHEMICAL COMPANY	SODIUM BISULFITE LIQUID	496.65	
20-2022-5-726000	FOX VALLEY OPERATORS ASS	MEMBERSHIP DUES 7/2016--6/2017	100.00	
20-2022-5-726000	TARGETSOLUTIONS LEARNING	ANNUAL MEMBERSHIP & MAINT FEE	400.00	
20-2022-7-712000	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	93.21	
20-2022-7-712000	GRAINGER INC	2 EXHAUST FAN MOTORS	565.56	
20-2022-7-712000	LOWE'S BUSINESS ACCOUNT	PLYWOOD	34.02	
20-2022-7-712000	LOWE'S BUSINESS ACCOUNT	J-PANEL TRIM	3.52	
20-2022-7-712000	MCMaster-CARR SUPPLY CO	CLARIFIER 5 HARDWARE	790.54	
20-2022-7-712000	MCMaster-CARR SUPPLY CO	ANGLE IRON - ANCHORS	407.15	
20-2022-7-715000	GRAINGER INC	DEHUMIDIFIER	498.94	
20-2022-7-715000	MID-TOWN ACQUISITION LLC	SCREW PUMP GREASE	523.25	
		Total For Dept 2022 WASTE WATER TREATMENT PLANT	26,590.38	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT				
20-2024-5-788000	HD SUPPLY WATERWORKS, LT	SINGLE PORT CLIP ON MXUS RADIO READS	3,645.00	
20-2024-6-750000	RHMG ENGINEERS, INC	ENG SERV / WWP MASTER PLAN	5,492.30	
20-2024-6-772000	GEWALT HAMILTON ASSOCIAT	2016 CONSTRUCTION SEASON CONSTRUCTION	448.00	
20-2024-6-772000	GEWALT HAMILTON ASSOCIAT	2016 WATER MAIN REPLACEMENT ENG SERVI	19,845.96	
20-2024-6-772000	GEWALT HAMILTON ASSOCIAT	2017 WATER MAIN REPLACEMENT ENG SERVI	2,306.50	
20-2024-6-772000	TRINE CONSTRUCTION CORP	2016 WATER MAIN CONSTRUCTION -PROJ NU	262,066.14	
		Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT	293,803.90	
Fund 30 VEHICLE MAINT/REPL SERVICE FD				
Dept 0000 GENERAL				
30-0000-2-720000	Total For Fund 20 UTILITY FUND		544,890.15	
30-0000-3-721000	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	4,800.00	
30-0000-5-706000	IRMA	DEDUCTIBLE & OPTIONAL DEDUCTIBLE 5/1	4,316.92	
30-0000-5-706000	AMERICAN GASES CORP	WELDING SUPPLIES	199.60	
30-0000-5-706000	AMERICAN GASES CORP	WELDING SUPPLIES	107.30	
30-0000-5-706000	AMERICAN GASES CORP	PROPANE	41.55	
30-0000-5-706000	MIDWEST HOSE AND FITTING	HOSE NOZZLE	11.00	
30-0000-5-706000	RAY SCHRAMER & CO	SAND BLAST	11.40	
30-0000-5-706000	ZEP SALES & SERVICE	SPRAY CLEANER	147.10	
30-0000-5-707000	MIKE FREUND, INC	TOOLS	225.87	
30-0000-5-711000	MANSFIELD OIL COMPANY	DIESEL FUEL	11,073.12	
30-0000-5-713000	LIBERTYVILLE CAR SPA	CAR WASH	66.00	
30-0000-5-714000	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	169.72	
30-0000-5-714000	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	(81.12)	
30-0000-5-714000	GLOBAL EMERGENCY PRODUCT	CONVERSION KIT ACTUATOR TWA / KIT REP	2,259.61	
30-0000-5-714000	GLOBAL EMERGENCY PRODUCT	CONVERSION KIT ACTUATOR TWA / KIT REP	187.20	
30-0000-5-714000	GLOBAL EMERGENCY PRODUCT	CONVERSION KIT ACTUATOR TWA / KIT REP	147.25	
30-0000-5-714000	GLOBAL EMERGENCY PRODUCT	TURN SIGNAL SWITCH	193.92	
30-0000-5-714000	HAVEY COMMUNICATIONS	POWER/GROUND STUD MOUNTS E-463	17.80	
30-0000-5-714000	HAVEY COMMUNICATIONS	AMBER LENS & LINEAR STROBE HEAD #E46	335.50	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund	Dept	Line	Desc	Vendor	Description	Amount	Check #
Fund 30	0000		VEHICLE MAINT/REPL SERVICE FD				
30-0000-5-714000			VEHICLE PARTS		HYDRAULIC SERVICES & REP	180.35	
30-0000-5-714000			VEHICLE PARTS		INTERSTATE BILLING SERVI	352.45	
30-0000-5-714000			VEHICLE PARTS		LIBERTY AUTO CITY	19.10	
30-0000-5-714000			VEHICLE PARTS		LIBERTYVILLE LINCOLN SAL	103.37	
30-0000-5-714000			VEHICLE PARTS		NIELSEN ENTERPRISES, INC	114.94	
30-0000-5-714000			VEHICLE PARTS		PRECISION SERVICE & PART	(30.00)	
30-0000-5-714000			VEHICLE PARTS		PRECISION SERVICE & PART	322.48	
30-0000-5-714000			VEHICLE PARTS		TERMINAL SUPPLY CO	205.26	
30-0000-5-714000			VEHICLE PARTS		TERMINAL SUPPLY CO	244.75	
30-0000-5-726000			TRAVEL, TRAIN, SUBSCRIP & DUES		TARGETSOLUTIONS LEARNING	240.00	
30-0000-5-752000			UNIFORMS		NORTH AMERICAN SAFETY IN	37.00	
30-0000-5-755000			LICENSE/TITLE/INSPECTION FEES		SECRETARY OF STATE	95.00	
30-0000-5-789000			ACCIDENT DAMAGE EXPENSE		ACE HARDWARE	54.99	
30-0000-5-789000			ACCIDENT DAMAGE EXPENSE		GLOBAL EMERGENCY PRODUCT	540.64	
30-0000-5-799000			MISCELLANEOUS		CIMPLX COMPLIANCE SERVIC	3.69	
30-0000-5-799000			MISCELLANEOUS		CIMPLX COMPLIANCE SERVIC	3.69	
30-0000-6-782000			2016 FORD F450 4X4 CHASSIS CAB		MORROW BROTHERS FORD, IN	34,625.00	
30-0000-7-712000			MAINTENANCE SHOP FACILITIES		GRAINGER INC	35.58	
Total For Dept 0000 GENERAL						61,378.03	

Fund	Dept	Line	Desc	Vendor	Description	Amount	Check #
Fund 31	0000		TECHNOLOGY EQUIP/REPL SER FD				
31-0000-3-728000			CONSULTING SERVICES		INNOVATIVE MSP SOLUTIONS	1,875.00	
31-0000-3-728000			CONSULTING SERVICES		INNOVATIVE MSP SOLUTIONS	2,500.00	
31-0000-3-728000			CONSULTING SERVICES		TELCOM INNOVATIONS GROUP	5,478.00	
31-0000-4-711000			WIRELESS SERVICE		VERIZON WIRELESS	2,919.93	
31-0000-4-719000			INTERNET ACCESS		ADVANCED BUSINESS NETWOR	911.65	
31-0000-4-719000			INTERNET ACCESS		COMCAST BUSINESS	1,474.76	
31-0000-5-706000			COMPUTER SUPPLIES		CDW GOVERNMENT, INC	722.94	
31-0000-5-706000			COMPUTER SUPPLIES		CDW GOVERNMENT, INC	598.42	
31-0000-5-706000			COMPUTER SUPPLIES		CDW GOVERNMENT, INC	211.99	
31-0000-5-706000			COMPUTER SUPPLIES		CDW GOVERNMENT, INC	583.44	
31-0000-5-729000			ONLINE EMPLOYEE SCHEDULING & AN		ONLINE EMPLOYEE SCHEDULING & ANNUAL M	1,995.00	
31-0000-5-729000			SOFTWARE, LICENSING, UPDATES		IT SUPPORT / SERVERS, WORKSTNS, E-MAI	1,083.50	
31-0000-5-729000			WILDFIRE SUBSCRIPTION		FIREWALL	2,430.00	
31-0000-5-729000			PREMIUM SUPPORT		FIREWALL	2,128.00	
31-0000-5-729000			ONSITE SPARE 3020 FIREWALL		FIREWALL	4,882.50	
31-0000-5-729000			TRADE-IN UPGRADE OF PALO ALTO M		FIREWALL	(2,500.00)	
31-0000-5-729000			FILTERING SUBSCRIPTION		FIREWALL	2,360.00	
31-0000-6-790000			2M DUPLEX MULTIMODE FIBER 50/12		FIRE STA 1 WIRELESS PARTS	33.52	
31-0000-6-790000			CISCO CATALYST 3560G 8 PORT GIG		FIRE STA 1 WIRELESS PARTS	1,311.78	
31-0000-6-790000			CISCO GLC-SX-MMD SFP GBIC MODUL		FIRE STA 1 WIRELESS PARTS	356.11	
31-0000-6-790000			SOLID STATE DRIVES 240 GB 1636		NEW VIRTUAL SERVER HOST	3,480.00	
31-0000-6-790000			SOLID STATE DRIVE 240 GB 16595		EXISTING VIRTUAL SERVER UPGRADES	4,080.00	
31-0000-6-790000			FILTERING SUBSCRIPTION		FIREWALL	70.00	
31-0000-6-790000			FIREWALL		FIREWALL	10,500.00	
31-0000-6-790000			THREAT PREVENTION SUBSCRIPTION		FIREWALL	2,430.00	
31-0000-7-715000			HARDWARE MAINTENANCE		UPS FOR STAL & PRINTER	437.47	
Total For Dept 0000 GENERAL						52,411.91	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 31 TECHNOLOGY EQUIP/REPL SER FD</b>					
Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD				52,411.91	
<b>Fund 40 CAPITAL IMPROVEMENT FUND</b>					
Dept 0000 GENERAL					
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM	CIVILTECH	2015 STREET RECONST. ENG SERVICE-PROJ	1,580.00	
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM	CIVILTECH	2014 STREET RECONST. PROJ. ENG SERVIC	5,371.10	
40-0000-0-774000	STORM SEWER IMPROVEMENTS	GEWALT HAMILTON ASSOCIAT	LCDOT BIKE PATH DRAINAGE PROJ. ENG. S	5,519.00	
Total For Dept 0000 GENERAL				12,470.10	
Total For Fund 40 CAPITAL IMPROVEMENT FUND				12,470.10	
<b>Fund 41 ROAD IMPROVEMENT FUND</b>					
Dept 0000 GENERAL					
41-0000-6-773000	ROAD REHABILITATION	CHRISTOPHER B BURKE ENG	2017 STREET RESURFACING PROJ. ENG. SE	5,559.40	
41-0000-6-773000	ROAD REHABILITATION	CHRISTOPHER B BURKE ENG	2016 STRET RESURFACING PROJ. ENG. SER	44,891.42	
41-0000-6-773000	ROAD REHABILITATION	CIVILTECH	2016 PAU PROJECT 4TH, REDTOP, GREENTR	649.64	
41-0000-6-773000	ROAD REHABILITATION	RUBINO ENGINEERING INC	2016 CONSTRUCTION SEASON CONST. MATER	1,150.00	
Total For Dept 0000 GENERAL				52,250.46	
Total For Fund 41 ROAD IMPROVEMENT FUND				52,250.46	
<b>Fund 45 PARK IMPROVEMENT FUND</b>					
Dept 0000 GENERAL					
45-0000-0-782000	LAKE/POND MAINTENANCE SERVICES	CLARKE AQUATIC SERVICES	LAKE/POND MAINTENANCE	322.37	
45-0000-0-782000	HERBAEOUS VEGETATION MANAGEMENT	CONSERVATION LAND STEWAR	HERBAEOUS VEGETATION MANAGEMENT	2,696.25	
45-0000-0-782000	PARK IMPROVEMENT COSTS	PADDOCK PUBLICATIONS, IN	BID NOTICE /RIVERSIDE POOL & GUTTERS	24.15	
Total For Dept 0000 GENERAL				3,042.77	
Total For Fund 45 PARK IMPROVEMENT FUND				3,042.77	
<b>Fund 55 POLICE PENSION FUND</b>					
Dept 0000 GENERAL					
55-0000-0-747000	FILING FEES	IL STATE TREASURER	POLICE PENSION COMPLIANCE FEE	5,467.33	
55-0000-0-748000	BANK CHARGES	PNC INSTITUTIONAL INVEST	POLICE PENSION FUND FEES 2/1--4/30/1	1,971.95	
55-0000-0-799000	MISCELLANEOUS	OFFICE DEPOT	OFFICE SUPPLIES	31.76	
Total For Dept 0000 GENERAL				7,471.04	
Total For Fund 55 POLICE PENSION FUND				7,471.04	
<b>Fund 60 LIBERTYVILLE SPORTS COMP FUND</b>					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	3,200.00	
60-6001-3-707000	CONTRACTED SERVICES	BASELINE YOUTH SPORTS, I	MAY2016 ADLT SFTBL UMP ASSIGNING FEE	300.00	
60-6001-3-707000	CONTRACTED SERVICES	BEN CARROLL	MAY2016 ADLT SFTBL UMP 110\$30	330.00	
60-6001-3-707000	CONTRACTED SERVICES	CHUCK FEINSTEIN	MAY2016 ADLT SFTBL UMP 120\$30	360.00	
60-6001-3-707000	CONTRACTED SERVICES	DEAN KEHR	MAY2016 ADLT SFTBL UMP 20\$30	60.00	
60-6001-3-707000	CONTRACTED SERVICES	JAMES EVANS	MAY2016 ADLT SFTBL UMP 90\$30	270.00	
60-6001-3-707000	CONTRACTED SERVICES	JAY S LAMPEL	FALL2015 ADLT B/BALL REF 7 0\$33	231.00	
60-6001-3-707000	CONTRACTED SERVICES	JEFF GOODEN	MAY2016 ADLT SFTBL UMP 70\$30	210.00	
60-6001-3-707000	CONTRACTED SERVICES	KATZ, MARK	MAY2016 ADLT SFTBL UMP 80\$30	240.00	
60-6001-3-707000	CONTRACTED SERVICES	MARK AYCOCK	MAY2016 ADLT SFTBL UMP 100\$30	300.00	
60-6001-3-707000	CONTRACTED SERVICES	NORMAN GUNN	MAY2016 ADLT SFTBL UMP 80\$30	240.00	
60-6001-3-707000	CONTRACTED SERVICES	SHEPARD, CHRIS	MAY2016 ADLT SFTBL UMP 80\$30	240.00	
60-6001-3-713000	INDEPENDENT CONTRACTORS	MIKHAIL TSIPIIS	FENCING CLS INSTRUCTION 4/7--5/12	702.00	
60-6001-3-721000	INTERGOVERNMENTAL RISK MGT	IRMA	DEDUCTIBLE & OPTIONAL DEDUCTIBLE 5/1	315.20	

JOURNALIZED

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 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	197.56	
60-6001-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 5/16	11,953.84	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	2.59	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	ALOHA FALLS MINIATURE GO	MINI GOLF GAMES 5/13, 20 & 23 /LSC	567.00	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	GAIAM AMERICAS, INC	SPONGE BALLS	50.41	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	GAIAM AMERICAS, INC	18 /SPONGE BALLS	109.90	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	OFFICE DEPOT	OFFICE SUPPLIES	21.49	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	S & S WORLDWIDE, INC	SPORT CAMP SUPPLIES	346.90	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	18.75	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SERVICE SANITATION, INC.	PORT RESTROOM RENTAL	103.00	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SERVICE SANITATION, INC.	RESTROOM RENTAL	103.00	
60-6001-5-716000	CONCESSIONS	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	39.95	
60-6001-5-716000	CONCESSIONS	ALBERTSONS	CONCESSION SUPPLIES	170.19	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	536.08	
60-6001-5-716000	CONCESSIONS / PIZZA	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	244.00	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	972.10	
60-6001-5-716000	CONCESSIONS	LIBERTYVILLE SUNSET FOOD	CONCESSION SUPPLIES	109.34	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	1,205.70	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	1,174.03	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	1,613.79	
60-6001-5-716000	CONCESSIONS	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	2,381.63	
60-6001-5-716000	CONCESSIONS	THE ICEE COMPANY	CONCESSION SUPPLIES	460.80	
60-6001-5-716000	OFFICE SUPPLIES	THE ICEE COMPANY	CONCESSION SUPPLIES	686.70	
60-6001-5-723000	OFFICE SUPPLIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	29.98	
60-6001-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	628.27	
60-6001-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	63.38	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	PARKER, BILL	FALL2015 ADLT SFTBL SEASON & TOURNEY	200.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	QUAIYOOM, BRANDON	WTR2016 ADLT BSKTBL SEASON & TOURNEY	200.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	ROBBINS, CHRIS	WINTER2016 ADULT SOCCER 1ST PLACE	150.00	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	BROGAN'S AWARDS	KID'S TRIATHLON AWARDS	254.52	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	GAIAM AMERICAS, INC	SPONGE BALLS	36.00	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	SAM'S CLUB DIRECT COMM.	MISC OFFICE / KITCHEN / CONCESSION SU	164.79	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	SPORTS 11 INC	RED T-SHIRTS / KIDS TRIATHLON	238.56	
60-6001-5-750000	REFUNDS	BUBASH, ERIC	LSC REFUND / RECEIVED TEAM LEAGUE SPO	400.00	
60-6001-5-750000	REFUNDS	CURLEY, CECILE	REFUND/MEMBERSHIP CANCELLATION	101.99	
60-6001-5-750000	REFUNDS	WARREN TOWNSHIP HIGH SCH	LSC REFUND / RENTAL OVRPMT	425.00	
60-6001-5-750000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SOFTWARE FEES	168.69	
60-6001-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	ACA TRACKING SERVICES	168.69	
60-6001-7-712000	MAINTENANCE BUILDING	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	11.78	
60-6001-7-712000	MAINTENANCE BUILDING	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	50.34	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 5/16	3,290.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	ADDT'L JANITORIAL SERVICE 5/13	224.00	
60-6001-7-712000	MAINTENANCE BUILDING	FILTER SERVICES INC	FILTERS	579.10	
60-6001-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 6/16	119.00	
60-6001-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ANNUAL ELEVATOR TESTING	175.00	
60-6001-7-712000	MAINTENANCE BUILDING / MATS	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING / UNIFORMS	LECHNER & SONS	UNIFORMS	112.00	
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	NETWORK SERVICES COMPANY	2 / DISPENSERS	44.00	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	969.42	
60-6001-7-712000	MAINTENANCE BUILDING	SUPERIOR INDUSTRIAL SUPP	JANITORIAL SUPPLIES	474.80	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE  
 EXP CHECK RUN DATES 06/14/2016 - 06/14/2016  
 JOURNALIZED  
 BOTH OPEN AND PAID

Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-7-714000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	115.55	
60-6001-9-753000	FITNESS EQUIPMENT LEASE	KANSAS STATE BANK	FITNESS BIKES	3,177.73	
		Total For Dept 6001	LSC-INDOOR SPORTS CENTER	42,662.54	
Dept 6002	LSC-GOLF LEARNING CENTER				
60-6002-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 5/16	973.26	
60-6002-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	18.99	
60-6002-5-723000	OFFICE SUPPLIES	ACE HARDWARE	MISC HARDWARE, PARTS & SUPPLIES	69.99	
60-6002-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	64.68	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	RANGE SERVANT AMERICA IN	50 / DRIVING RANGE BALL BASKETS	426.27	
60-6002-5-735000	PRO SHOP MERCHANDISE	CMAC GOLF INC	GOLF SHOP SALES 5/16	1,657.84	
60-6002-7-712000	MAINTENANCE BUILDING	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	67.12	
60-6002-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	101.96	
60-6002-7-713000	MAINTENANCE GROUNDS	MCMASTER-CARR SUPPLY CO	NYLON CABLE TIES	38.38	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	NAPA AUTO SUPPLY-LIBERTY	REPAIR PARTS	7.26	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	NIELSEN ENTERPRISES, INC	KAWASAKI REPAIR PARTS	75.07	
		Total For Dept 6002	LSC-GOLF LEARNING CENTER	3,500.82	
Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER				
60-6003-0-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 5/16	519.46	
		Total For Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER	519.46	
		Total For Fund 60	LIBERTYVILLE SPORTS COMP FUND	46,682.82	

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 01 GENERAL FUND	417,769.56	
			Fund 02 CONCORD SPECIA	218.40	
			Fund 03 EMERGENCY TELE	22,100.69	
			Fund 05 FOREIGN FIRE I	9,961.60	
			Fund 06 TIM/CREEK SPEC	119.41	
			Fund 09 TAX INCREMENT	171,774.90	
			Fund 13 HOTEL/MOTEL TA	4,570.97	
			Fund 14 COMMUTER PARKI	1,695.53	
			Fund 20 UTILITY FUND	544,890.15	
			Fund 30 VEHICLE MAINT/	61,378.03	
			Fund 31 TECHNOLOGY EOU	52,411.91	
			Fund 40 CAPITAL IMPROV	12,470.10	
			Fund 41 ROAD IMPROVENE	52,250.46	
			Fund 45 PARK IMPROVENE	3,042.77	
			Fund 55 POLICE PENSION	7,471.04	
			Fund 60 LIBERTYVILLE S	46,682.82	
Total For All Funds:				1,408,808.34	



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Designating the Cook House as a Historic Landmark

**Staff Recommendation:** Approve Ordinance.

**Staff Contact:** John P. Spoden, Director of Community Development  
Johanna Bye, Associate Planner

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**Background:** At the May 10, 2016 meeting of the Village Board, the Board approved the designation of the Cook House as a Historic Landmark in the Village. This approval was based upon the recommendation of the Historic Preservation Commission which found that the Cook House possesses five (5) of the criteria for historic landmark designation. The attached ordinance formally approves the designation. Following approval, the ordinance will be recorded with the Lake County Recorder of Deeds.

Four positive votes are required for approval of the ordinance.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_\_

AN ORDINANCE APPROVING LANDMARK DESIGNATION  
OF THE COOK HOUSE LOCATED AT  
413 N. MILWAUKEE AVENUE

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

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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 APPROVING HISTORIC LANDMARK DESIGNATION  
OF THE COOK HOUSE LOCATED AT  
413 N. MILWAUKEE AVENUE

WHEREAS, pursuant to Village of Libertyville Ordinance No. 12-O-15, the Village of Libertyville (the "Village") created the Historic Preservation Ordinance of the Village of Libertyville (the "Ordinance"); and

WHEREAS, the Ordinance created the Historic Preservation Commission (the "Commission") and established a procedure by which property located within the Village may be designated as a historic landmark; and

WHEREAS, the Village of Libertyville is the owner of the property located at 413 N. Milwaukee Avenue and legally described in Exhibit A, attached hereto (the "Subject Property"); and

WHEREAS, the Village, as both nominator and owner, has submitted an application to the Commission seeking historic preservation landmark designation of the Subject Property; and

WHEREAS, the Commission, pursuant to notice duly published on February 13, 2016, in the *Daily Herald*, held a public hearing at 4:00 p.m., on March 1, 2016, at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested historic preservation landmark designation; and

WHEREAS, the Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings as required by the ordinance and recommended to the President and Board of Trustees of the Village of Libertyville that the Subject Property be designated a Historic Preservation Landmark, all as is more

specifically set forth in the minutes of the Commission for the meeting of March 1, 2016 (the "Minutes").

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 Commission as set forth in the Minutes shall be, and they hereby are, accepted and adopted by the President and Board of Trustees of the Village of Libertyville. In particular, the President and Board of Trustees find that the Subject Property meets the following criteria for designation as a Historic Preservation Landmark:

- 1) Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the Village of Libertyville, the State of Illinois, the Midwest Region, or the United States; and
- 2) Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community of the Village of Libertyville; and
- 3) Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the Village of Libertyville, whose components may lack individual distinction; and
- 4) Its identification with a person or persons who significantly contribute to the historic cultural, architectural, archeological, or related aspect of the development of the Village of Libertyville, the State of Illinois, the Midwest Region, or the United States; and
- 5) Its association with important cultural or social aspects or events in the history of the Village of Libertyville, the State of Illinois, the Midwest Region, or the United States.

SECTION THREE: Designation of Property as Historic Preservation Landmark. The Subject Property is hereby declared to be a Historic Preservation Landmark, which shall

hereinafter be subject to the regulations set forth in Village of Libertyville Ordinance No. 12-O-15, as now enacted or as hereinafter amended.

SECTION FOUR: Recordation. The Village Clerk is hereby directed to record a true and correct copy of this ordinance with the Lake County Recorder of Deeds.

SECTION FIVE: 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.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Terry L. Wepler, Village President

ATTEST:

\_\_\_\_\_  
Sally Kowal, Village Clerk

## EXHIBIT A

### Legal Description of the Property

Lot Three (3) in Block Three (3) in the Property Owners' Re-Subdivision of Ancel B. Cook's Subdivision of Lots One (1), Two (2), Twenty-Four (24) and Twenty-Five (25) of School Trustees' Subdivision of Section Sixteen (16), Township Forty-Four (44) North, Range Eleven (11) East of the Third Principal Meridian, According to the Plat Thereof Recorded March 11, 1904, as Document No. 93900 in Book F of Plats, Page 62.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Designating the David Adler Estate as a Historic Landmark

**Staff Recommendation:** Approve Ordinance.

**Staff Contact:** John P. Spoden, Director of Community Development  
Johanna Bye, Associate Planner

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**Background:** At the May 24, 2016 meeting of the Village Board, the Board approved the designation of the David Adler Estate as a Historic Landmark in the Village. This approval was based upon the recommendation of the Historic Preservation Commission which found that the David Adler Estate possesses three (3) of the criteria for historic landmark designation. The attached ordinance formally approves the designation. Following approval, the ordinance will be recorded with the Lake County Recorder of Deeds.

Four positive votes are required for approval of the ordinance.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_

AN ORDINANCE APPROVING HISTORIC LANDMARK DESIGNATION  
OF THE DAVID ADLER ESTATE LOCATED AT  
1700 N. MILWAUKEE AVENUE

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

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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 APPROVING HISTORIC LANDMARK DESIGNATION  
OF THE DAVID ADLER ESTATE LOCATED AT  
1700 N. MILWAUKEE AVENUE

WHEREAS, pursuant to Village of Libertyville Ordinance No. 12-O-15, the Village of Libertyville (the “Village”) created the Historic Preservation Ordinance of the Village of Libertyville (the “Ordinance”); and

WHEREAS, the Ordinance created the Historic Preservation Commission (the “Commission”) and established a procedure by which property located within the Village may be designated as a Historic Landmark; and

WHEREAS, the Village of Libertyville is the owner of the property located at 1700 N. Milwaukee Avenue and legally described in Exhibit A, attached hereto (the “Subject Property”); and

WHEREAS, the Village, as both nominator and owner, has submitted an application to the Commission seeking historic preservation landmark designation of the Subject Property; and

WHEREAS, the Commission, pursuant to notice duly published on March 21, 2016 in the *Daily Herald*, held a public hearing at 4:00 p.m., on April 5, 2016, at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested historic presentation landmark designation; and

WHEREAS, the Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings as required by the ordinance and recommended to the President and Board of Trustees of the Village of Libertyville that the Subject Property be designated a Historic Preservation Landmark. all as is more

specifically set forth in the minutes of the Commission for the meeting of April 5, 2016 (the "Minutes").

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 Commission as set forth in the Minutes shall be, and they hereby are, accepted and adopted by the President and Board of Trustees of the Village of Libertyville. In particular, the President and Board of Trustees find that the Subject Property meets the following criteria for designation as a Historic Preservation Landmark:

- 1) Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship; and
- 2) Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the Village of Libertyville, the State of Illinois, the Midwest Region, or the United States; and
- 3) Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community of the Village of Libertyville.

SECTION THREE: Designation of Property as Historic Preservation Landmark. The Subject Property is hereby declared to be a Historic Preservation Landmark, which shall hereinafter be subject to the regulations set forth in Village of Libertyville Ordinance number 12-O-15, as now enacted or as hereinafter amended.

SECTION FOUR: Recordation. The Village Clerk is hereby directed to record a true and correct copy of this ordinance with the Lake County Recorder of Deeds.

SECTION FIVE: 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.

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: That Part of Lot 3 in School Trustee's Subdivision of Section 16, Township 44 North, Range 11, East of the 3<sup>rd</sup> P.M., Described as Follows: Commencing at the North East Corner of Lot 6 in J.S. Gridley's Subdivision of Part of Said Lot 3 as Recorded in Book "E" of Plats, Page 51 and Running Thence South 88 Degrees 20 Minutes West Along the North Line of Said Lot 6 in J.S. Gridley's Subdivision, 92.75 Feet; Thence North 8 ½ Degrees West Parallel With the Chicago and Milwaukee Wagon Road, 77.88 Feet; Thence Easterly Along the South Line of the Mill Lot, So-Called as Located by Survey by James Anderson, Jr., Recorded March 29, 1902 as Document 85526, in Book "E" of Plats, Page 75, 4 Feet; Thence South 8 ½ Degrees East Parallel With the Chicago and Milwaukee Wagon Road, 57.88 Feet; Thence Easterly Along a Line Parallel to and 20 Feet North of the North Line of Said Lot 6 of J. S. Gridley's Subdivision 88 Feet; Thence South 8 ½ Degrees East Parallel With the Chicago and Milwaukee Wagon Road, 20 Feet to the Place of Beginning, in Lake County, Illinois.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Approving a Planned Development Concept and Final Plan (PC 16-07) at 760 E. Park Avenue – Robert Colosi, Applicant

**Staff Recommendation:** Approve ordinance.

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

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**Background:** The attached ordinance would approve a Planned Development Concept and Final Plan in order to construct a car wash at 760 E. Park Avenue. The Village Board approved this request at their May 24, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their June 14, 2016, meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_

AN ORDINANCE GRANTING A  
PLANNED DEVELOPMENT CONCEPT AND FINAL PLAN  
AT 760 E. PARK AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_\_

AN ORDINANCE GRANTING A  
PLANNED DEVELOPMENT CONCEPT AND FINAL PLAN  
AT 760 E. PARK AVENUE

WHEREAS, Robert Colosi (the “Owner”) is the owner of certain real property commonly known as 760 E. Park Avenue and 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 I-3, General Industrial District under the Libertyville Zoning Code; and

WHEREAS, the Subject Property is to be developed with a car wash in the Park Avenue Corporate Center Planned Development; and

WHEREAS, the Owner filed an application seeking a Planned Development Concept and Final Plan in order to construct a car wash on property located in an I-3, General Industrial District; and

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

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on April 9, 2016, in the *Daily Herald*, held a public hearing at 7:05 p.m., commencing on April 25, 2016, and concluding on May 9, 2016, at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested zoning relief; and

WHEREAS, on May 9, 2016, the Plan Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as

required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested zoning relief for a Planned Development Concept and Final Plan in order to construct a car wash on the Subject Property should be granted, subject to certain conditions and limitations, all as is more specifically set forth in that certain Report of the Plan Commission on Case No. PC 16-07, dated as of May 18, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the application and the findings and recommendations of the Plan Commission 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 Plan Commission, as set forth in that certain Report of the Plan Commission on Case No. PC 16-07, dated as of May 18, 2016, shall be and they hereby are, accepted and adopted by the President and Board of Trustees of the Village of Libertyville.

SECTION THREE: Approval and Conditions. The Planned Development Concept and Final Plan, attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B (the "Final Plan"), shall be, and it hereby is, approved, subject to the following conditions:

1. That a Completion Certificate shall be issued for the Park Avenue Corporate Center (Life Storage) parking lot prior to an Occupancy Permit of any kind be issued for the car wash. This shall be a condition of approval.
2. That a current plat of survey for the entire 17 acre Park Avenue Corporate Center be submitted prior to Village Board approval.

3. That a Plat of Re-Subdivision be applied for and approved prior to the issuance of a Final Occupancy Permit for the Auto Expo Car Wash if lots 6 and 11 do not exist as legally created lots of record.
4. That additional evergreen plantings be installed between the parking lot and the Park Avenue public right of way property line in accordance to Zoning Code Section 13-3.1.
5. That all geometric differences between AKL Architectural Services site plan and landscape plan sheets and the VantagePoint Engineering Geometric Plan sheet match in configuration. This can be addressed at time of Building Permit application submittal.
6. That detention be required for the new impervious surface area in accordance to the WDO and provided in the Civil Engineering Plans prior to Village Board approval.
7. That Water Quality Treatment should be provided, with the location of the bio-swale indicated in the Civil Engineering Plans prior to Village Board approval.
8. That Tail Water Elevation hydraulic and hydrology analysis be provided for the existing storm sewer where the connection is to be made prior to Village Board approval.
9. That a Plat should be submitted with all appropriate easements and restrictions for stormwater facilities, storm sewer, wetland buffer, utilities, access, etc. prior to Village Board approval.
10. That Storm water release rates and discharges should be submitted and should meet Section 502. A Tail Water Analysis shall be submitted for Staff review and approval prior to Village Board approval.
11. That a Runoff Volume Reduction (RVR) should be submitted for Staff review and approval and should meet Section 503 prior to Village Board approval.
12. That all Flood Routes should be shown on the plans, and all supporting calculations should be submitted for Staff review and approval prior to Village Board approval.

The following items are recommended conditions for approval and shall be provided for review and Staff approval prior to any permit issuance for this work:

13. Watershed Development Permit Application shall be submitted.
14. Compensatory Storage should be 1.2 to 1.0 ratio, supporting documents, shall be submitted.
15. Stormwater detention provided in the regulatory floodplain would not be permitted (WDO Section 507).
16. Performance Standards for the development to meet Article 5 – Section 500.

17. Runoff Calculations shall be submitted and shall meet Article 5 – Section 501, confirm authorization of existing detention within the Regulatory Floodplain.
18. Storm water Conveyance System design calculations shall meet Section 506; provide the Tail water analysis.
19. Water Quality Treatment calculations shall be submitted and shall meet Sections 300 and 504, show the bio-swale locations.
20. Soil Erosion and Sediment Control Plan shall be submitted and shall meet Sections 401.08 and 401.09 and Article 6.
21. Application Requirements for Major Development shall meet Section 401.
22. Indicate the location of the Bench Mark, all elevations shall be referenced to North American Vertical Datum of 1988 (NAVD 88) per Section 401.02.
23. A written narrative description of the proposed phasing (Construction sequencing) of development of the site be submitted.
24. A maintenance Plan for the ongoing maintenance of all storm water management system components be submitted.
25. A copy of the consultation application to the Illinois Department of Natural Resources (IDNR) shall be submitted (Article 4 – Section 401.16).
26. The property is within a regulatory floodplain and must comply with all applicable provisions of Article 7. Since the property was not subdivided, therefore, Article 7 will apply.
27. Engineering Division approval for the Auto Expo site plan cannot be issued before the site design for the full parking lot is reviewed and approved.
28. Additional permits may be required from the Illinois Environmental Protection Agency (IEPA), Illinois Department of Transportation (IDOT), Lake County Stormwater Management Commission (LCSMC), U.S. Army Corps of Engineers (USACE), Illinois Historic Preservation Agency (IHPA) and/or Illinois Department of Natural Resources (IDNR).
29. Indicate on the SESC plans the location of the concrete washout.
30. Provide valve vault at the easterly watermain connection for isolation purposes.
31. Provide sanitary sewer flow calculations for the proposed Auto Expo project.
32. Water and sanitary sewer permits from the IEPA are required.

33. Engineering cost estimate shall be submitted.
34. That a double 4" yellow stripe shall be placed that separates the northbound and southbound traffic within the two-way section, stretching between the stop bar at the northwest corner of the building and the curved striping at the exit of the wash tunnel.

The curved/hatched striping area shall be yellow. A 24" white stop bar shall be placed at the location where the customer will pull up and exit the vehicle. A single 6" solid white line shall begin at the stop bar and curve around the south side of the building to delineate the limits of the stacking area.

35. Provide a proper intersection sight distance clear sight triangle which indicates that a motorist turning left will be able to see a vehicle approaching from the east at 15 mph with enough time to make the turn without undue interference or conflicts with the approaching vehicle shall be provided. The petitioner shall reference IDOT's BDE Manual, Section 36-6.
36. Shift the south row of 14 spaces to the east in order to provide a full curb line adjacent to the handicapped stall located at the south end of the western row of parking spaces.
37. Remove the stacking of two vehicles on the south end of the east side of the building in order to reduce potential conflicts in the traffic movement in that area of the site.

SECTION FOUR: Recording. The Village Clerk shall be, and hereby is, authorized and directed to promptly cause a certified copy of this ordinance and the Final Plan to be properly recorded with the Lake County Recorder of Deeds, all at the Owner's sole cost and expense.

SECTION FIVE: 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.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Terry L. Wepler, Village President

ATTEST:

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Sally Kowal, Village Clerk

**EXHIBIT A**

Legal Description of the Property

Parcel 1:

Lot 6 in Park Avenue Corporate Center Subdivision, Being a Subdivision of Part of the Southwest ¼ of Section 15, and the Northwest 1/4 of Section 22, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat thereof Recorded June 22, 2010, as Document 6614849, in Lake County, Illinois.

Parcel 2:

A Non-Exclusive Easement for Ingress and Egress Over the Common Areas Described on the Plat as “40 Foot Ingress and Egress Easement” for the Benefit of Lots 6 and 7, and “50 Foot Ingress and Egress Easement” for the Benefit of Lot 6, as Created by the Plat of Park Avenue Corporate Center Subdivision, Aforesaid, and Further Created by Declaration of Easements and Protective Covenants, Conditions and Restrictions Dated July 9, 2010 and Recorded August 12, 2010 as Document 6632266.

**EXHIBIT B**

Planned Development Final Plan



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Granting a Variation of Front Yard Setback (ZBA 16-06) at 332 Jackson Avenue – The DeBruler Co., Applicant

**Staff Recommendation:** Approve ordinance.

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

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**Background:** The attached ordinance would grant a variation of front yard setback in order to construct a new single family home at 332 Jackson Avenue. The Village Board approved this request at their May 24, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their June 14, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_

AN ORDINANCE GRANTING A VARIATION  
OF FRONT YARD SETBACK  
AT 332 JACKSON AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_\_

AN ORDINANCE GRANTING A VARIATION  
OF FRONT YARD SETBACK  
AT 332 JACKSON AVENUE

WHEREAS, The DeBruler Co. (the “Owner”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to reduce the minimum required front yard setback from 26.2 feet to approximately 22 feet in order to construct a new Single Family Detached Dwelling Unit in an R-7, Single Family Attached Residential District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

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

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on March 26, 2016, in the *Daily Herald*, held a public hearing at 7:00 p.m., commencing on April 11, 2016, and concluding on May 9, 2016, at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on May 9, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variation be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-06, dated as of May 18, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have

considered the Owner's application, the findings and recommendations of the Zoning Board of Appeals and are fully advised in the premises.

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

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

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

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. The property is unique as it is only 5,800 square feet in area.
3. Not Self-Created. The size of the lot is not the result of any action or inaction of the owner.
4. Denied Substantial Rights. The denial of the variation would disallow the use of a relatively large portion of the backyard, as well as disrupt the views to the front. It would also force the house out of alignment with other houses on the street. Additionally, it would require a reduction in the building size or front porch area that would have a negative impact on future resident's enjoyment of the property.
5. Not Merely Special Privilege. The proposed construction is not a special privilege as the house would be lined up with structures on both sides.
6. Code and Plan Purposes. The applicable purposes of the Zoning Code to provide adequate front yard setback will not be harmed by allowing the requested variance. As demonstrated by adjacent and nearby properties of similar size on the street who have a similar setback to what the applicant is requesting, there has been no disharmony with the Code or Official Comprehensive Plan.
7. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
  - 1) Would be materially detrimental to the public welfare or materially injurious to the

- enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
- 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - 4) Would unduly increase the danger of flood or fire; or
  - 5) Would unduly tax public utilities and facilities in the area; or
  - 6) Would endanger the public health or safety.
8. No Other Remedy. There is no other remedy other than the requested variation that would allow for the construction of the house as proposed.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Owner a variation to reduce the minimum required front yard setback from 26.2 feet to approximately 22 feet in order to construct a new Single Family Detached Dwelling Unit in an R-7, Single Family Attached Residential District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

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

- (a) The new single family residence shall be constructed only in strict conformity with the documents and plans submitted to the Zoning Board of Appeals and the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 16-06.
- (b) All construction shall be in strict conformity with all ordinances, rules and regulations of the Village and the requirements of the Village thereunder.

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

Libertyville Municipal Code and to any other penalties or legal action that may be authorized by law.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Terry L. Wepler, Village President

ATTEST:

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Sally Kowal, Village Clerk

**EXHIBIT A**

Legal Description of the Property

Lot 3 in Butler's Second Addition to Butler's Subdivision in Lots 19 and 20 of School Trustees' Subdivision of Section 16, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded December 12, 1911 as Document 138867, in Book "I" of Plats, Page 13, in Lake County, Illinois.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Vacating a Portion of an Unimproved Alley

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 433 E. Sunnyside Avenue

**Staff Contact:** Kevin J. Bowens, Village Administrator

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**Background:** The Village recently received a request from Torrance Ramaker at 433 E. Sunnyside Avenue for the vacation of a portion of the unimproved alley located behind his property. The unimproved alley was subject to a license agreement, however rather than renew the license agreement the Village Board has established a policy of vacating unused alleys and rights-of-way. The Village Staff recommends approval of the attached Ordinance, subject to Mr. Ramaker reimbursing the Village for the costs of the Recordation of this Ordinance. Four positive votes are required for approval.

## Kelly Johnson

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**From:** Kevin Bowens  
**Sent:** Tuesday, June 07, 2016 9:30 AM  
**To:** Tory Ramaker  
**Cc:** Kelly Johnson  
**Subject:** RE: Alley vacating process

Thanks Tony – we will go ahead with the vacation ordinance. Kevin

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

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**From:** Tory Ramaker [<mailto:tramaker@blueridgepartners.com>]  
**Sent:** Monday, June 06, 2016 9:38 PM  
**To:** Kevin Bowens  
**Subject:** Alley vacating process

Hi Kevin,

I am the homeowner at 433 E. Sunnyside Avenue. You sent a letter dated June 1, 2016, asking if we are agreeable to the conditions you listed for having the unimproved alley behind my house vacated to my property, including payment of the recording fees. We are in agreement with those conditions, so please proceed as planned. I wanted to point out that the letter you sent had a couple of misspellings in my name – please note that it is spelled Torrance Ramaker.

Thank you,

Tory

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION  
OF AN UNIMPROVED ALLEY ADJACENT TO 433 E. SUNNYSIDE AVENUE

**WHEREAS**, The Village of Libertyville, (hereinafter, “the Village”) is the legal owner of a public right-of-way located within the Village of Libertyville, Illinois and commonly known as an unimproved alley located south of E. Sunnyside Avenue; and

**WHEREAS**, the Village has received a request from the property owner of 433 E. Sunnyside Avenue to vacate that portion of the unimproved alley located directly north of their property, and identified on the Plat of Survey attached hereto and made a part hereof as Exhibit A (hereinafter, the “Subject Property”);

**WHEREAS**, the Subject Property was platted as an alley, but is now unimproved and abandoned, and there is no practical reason for the Village to continue to own and maintain the subject property for public purposes; and

**WHEREAS**, pursuant to 65 ILCS 5/11-91-1 *et seq.* and Section 21-24 of the Village of Libertyville Municipal Code, the President and Board of Trustees of the Village of Libertyville have determined that the public interest will be served and it will be in the best interest of the public to vacate the subject property; and

**WHEREAS**, the President and Board of Trustees have also determined that in accordance with Section 21-44 Variances of the Village of Libertyville Municipal Code, it is in the best interest of the public to waive any requirements for obtaining an appraisal and requiring payment for the Subject Property.

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

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

**SECTION TWO: Vacation of Unimproved Alley and Transfer of Title.** Subject to the execution of all documents necessary to effectuate the vacation, subject property is hereby vacated and upon vacation, title to the Subject Property shall vest with the property located at

433 E. Sunnyside Avenue, subject to any Village or private utility company easement rights reserved herein. The Village Administrator and the Village Attorney are hereby authorized to execute such documents as shall be necessary to transfer title of the Subject Property to the property owner of 433 E. Sunnyside Avenue.

SECTION THREE: Utility Easements. There is expressly reserved unto the Village of Libertyville, Illinois by itself or by an licensee or a holder of any franchise from the Village of Libertyville, Illinois and their successors and assigns, a permanent easement over and under the Subject Property for the right, permission and authority to repair, maintain, construct, install and/or renew any existing poles, wires, cables, pipes, conduits and/or necessary improvements and/or fixtures for the transmission and distribution of electricity, sanitary and storm sewer, water, telephone, cable television, internet and other municipal services, together with the right to access to same for the repair, construction, installation and/or maintenance thereof and also the right to trim from time to time such trees and bushes as may be reasonably required for the efficient operation of said utilities and services and for the repair, maintenance, or renewal thereof in the Subject Property or portion thereof vacated by this Ordinance.

SECTION FOUR: Recordation. The Village Clerk is hereby authorized and directed to record in the Office of the Recorder of Deeds, Lake County, Illinois, within 90 days following the effective date of this ordinance, a certified copy of this ordinance and the Plat of Vacation.

SECTION FIVE: Effective Date, Survival. This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law; provided, however, that this ordinance shall be of no force or effect until all documents necessary to effectuate the exchange of real estate pursuant to the Exchange Ordinance have been fully executed.

PASSED 14th day of June, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 15<sup>th</sup> day of June, 2016.

ATTEST:

\_\_\_\_\_  
Terry L. Wepler, Village President

\_\_\_\_\_  
Sally Kowal, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Vacating a Portion of an Unimproved Alley

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 710 Meadow Lane

**Staff Contact:** Kevin J. Bowens, Village Administrator

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**Background:** The Village recently received a request from Billy and Eleanor Morgan at 710 Meadow Lane for the vacation of a portion of the unimproved alley located behind their property. The unimproved alley was subject to a license agreement, however rather than renew the license agreement the Village Board has established a policy of vacating unused alleys and rights-of-way. The Village Staff recommends approval of the attached Ordinance, subject to Mr. And Mrs. Morgan reimbursing the Village for the costs of the Recordation of this Ordinance. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION  
OF AN UNIMPROVED ALLEY ADJACENT TO 710 MEADOW LANE

**WHEREAS**, The Village of Libertyville, (hereinafter, “the Village”) is the legal owner of a public right-of-way located within the Village of Libertyville, Illinois and commonly known as an unimproved alley located north of Meadow Lane; and

**WHEREAS**, the Village has received a request from the property owner of 710 Meadow Lane to vacate that portion of the unimproved alley located directly north of their property, and identified on the Plat of Survey attached hereto and made a part hereof as Exhibit A (hereinafter, the “Subject Property”);

**WHEREAS**, the Subject Property was platted as an alley, but is now unimproved and abandoned, and there is no practical reason for the Village to continue to own and maintain the subject property for public purposes; and

**WHEREAS**, pursuant to 65 ILCS 5/11-91-1 *et seq.* and Section 21-24 of the Village of Libertyville Municipal Code, the President and Board of Trustees of the Village of Libertyville have determined that the public interest will be served and it will be in the best interest of the public to vacate the subject property; and

**WHEREAS**, the President and Board of Trustees have also determined that in accordance with Section 21-44 Variances of the Village of Libertyville Municipal Code, it is in the best interest of the public to waive any requirements for obtaining an appraisal and requiring payment for the Subject Property.

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

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

**SECTION TWO: Vacation of Unimproved Alley and Transfer of Title.** Subject to the execution of all documents necessary to effectuate the vacation, subject property is hereby vacated and upon vacation, title to the Subject Property shall vest with the property located at

710 Meadow Lane, subject to any Village or private utility company easement rights reserved herein. The Village Administrator and the Village Attorney are hereby authorized to execute such documents as shall be necessary to transfer title of the Subject Property to the property owner of 710 Meadow Lane.

SECTION THREE: Utility Easements. There is expressly reserved unto the Village of Libertyville, Illinois by itself or by an licensee or a holder of any franchise from the Village of Libertyville, Illinois and their successors and assigns, a permanent easement over and under the Subject Property for the right, permission and authority to repair, maintain, construct, install and/or renew any existing poles, wires, cables, pipes, conduits and/or necessary improvements and/or fixtures for the transmission and distribution of electricity, sanitary and storm sewer, water, telephone, cable television, internet and other municipal services, together with the right to access to same for the repair, construction, installation and/or maintenance thereof and also the right to trim from time to time such trees and bushes as may be reasonably required for the efficient operation of said utilities and services and for the repair, maintenance, or renewal thereof in the Subject Property or portion thereof vacated by this Ordinance.

SECTION FOUR: Recordation. The Village Clerk is hereby authorized and directed to record in the Office of the Recorder of Deeds, Lake County, Illinois, within 90 days following the effective date of this ordinance, a certified copy of this ordinance and the Plat of Vacation.

SECTION FIVE: Effective Date, Survival. This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law; provided, however, that this ordinance shall be of no force or effect until all documents necessary to effectuate the exchange of real estate pursuant to the Exchange Ordinance have been fully executed.

PASSED 14<sup>th</sup> day of June, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 15<sup>th</sup> day of June, 2016.

ATTEST:

\_\_\_\_\_  
Terry L. Weppler, Village President

\_\_\_\_\_  
Sally Kowal, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Vacating a Portion of an Unimproved Alley

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 714 Meadow Lane

**Staff Contact:** Kevin J. Bowens, Village Administrator

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**Background:** The Village recently received a request from William and Karen Hermes at 714 Meadow Lane for the vacation of a portion of the unimproved alley located behind their property. The unimproved alley was subject to a license agreement, however rather than renew the license agreement the Village Board has established a policy of vacating unused alleys and rights-of-way. The Village Staff recommends approval of the attached Ordinance, subject to Mr. And Mrs. Hermes reimbursing the Village for the costs of the Recordation of this Ordinance. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION  
OF AN UNIMPROVED ALLEY ADJACENT TO 714 MEADOW LANE

**WHEREAS**, The Village of Libertyville, (hereinafter, “the Village”) is the legal owner of a public right-of-way located within the Village of Libertyville, Illinois and commonly known as an unimproved alley located south of Rockland Road and north of Austin Avenue; and

**WHEREAS**, the Village has received a request from the property owner of 714 Meadow Lane to vacate that portion of the unimproved alley located directly north of their property, and identified on the Plat of Survey attached hereto and made a part hereof as Exhibit A (hereinafter, the “Subject Property”);

**WHEREAS**, the Subject Property was platted as an alley, but is now unimproved and abandoned, and there is no practical reason for the Village to continue to own and maintain the subject property for public purposes; and

**WHEREAS**, pursuant to 65 ILCS 5/11-91-1 *et.seq.* and Section 21-24 of the Village of Libertyville Municipal Code, the President and Board of Trustees of the Village of Libertyville have determined that the public interest will be served and it will be in the best interest of the public to vacate the subject property; and

**WHEREAS**, the President and Board of Trustees have also determined that in accordance with Section 21-44 Variances of the Village of Libertyville Municipal Code, it is in the best interest of the public to waive any requirements for obtaining an appraisal and requiring payment for the Subject Property.

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

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

**SECTION TWO: Vacation of Unimproved Alley and Transfer of Title.** Subject to the execution of all documents necessary to effectuate the vacation, subject property is hereby vacated and upon vacation, title to the Subject Property shall vest with the property located at

714 Meadow Lane, subject to any Village or private utility company easement rights reserved herein. The Village Administrator and the Village Attorney are hereby authorized to execute such documents as shall be necessary to transfer title of the Subject Property to the property owner of 714 Meadow Lane.

SECTION THREE: Utility Easements. There is expressly reserved unto the Village of Libertyville, Illinois by itself or by an licensee or a holder of any franchise from the Village of Libertyville, Illinois and their successors and assigns, a permanent easement over and under the Subject Property for the right, permission and authority to repair, maintain, construct, install and/or renew any existing poles, wires, cables, pipes, conduits and/or necessary improvements and/or fixtures for the transmission and distribution of electricity, sanitary and storm sewer, water, telephone, cable television, internet and other municipal services, together with the right to access to same for the repair, construction, installation and/or maintenance thereof and also the right to trim from time to time such trees and bushes as may be reasonably required for the efficient operation of said utilities and services and for the repair, maintenance, or renewal thereof in the Subject Property or portion thereof vacated by this Ordinance.

SECTION FOUR: Recordation. The Village Clerk is hereby authorized and directed to record in the Office of the Recorder of Deeds, Lake County, Illinois, within 90 days following the effective date of this ordinance, a certified copy of this ordinance and the Plat of Vacation.

SECTION FIVE: Effective Date, Survival. This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law; provided, however, that this ordinance shall be of no force or effect until all documents necessary to effectuate the exchange of real estate pursuant to the Exchange Ordinance have been fully executed.

PASSED 14th day of June, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 15<sup>th</sup> day of June, 2016.

ATTEST:

\_\_\_\_\_  
Terry L. Wepler, Village President

\_\_\_\_\_  
Sally Kowal, Village Clerk





## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Vacating a Portion of an Unimproved Alley

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 192 Acorn Lane

**Staff Contact:** Kevin J. Bowens, Village Administrator

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**Background:** The Village recently received a request from Pat and Cori Kelly at 192 Acorn Lane for the vacation of a portion of the unimproved alley located behind their property. The unimproved alley was subject to a license agreement, however rather than renew the license agreement the Village Board has established a policy of vacating unused alleys and rights-of-way. The Village Staff recommends approval of the attached Ordinance, subject to Mr. and Mrs. Kelly reimbursing the Village for the costs of the Recordation of this Ordinance. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION  
OF AN UNIMPROVED ALLEY ADJACENT TO 192 ACORN LANE

**WHEREAS**, The Village of Libertyville, (hereinafter, “the Village”) is the legal owner of a public right-of-way located within the Village of Libertyville, Illinois and commonly known as an unimproved alley located east of Acorn Lane; and

**WHEREAS**, the Village has received a request from the property owner of 192 Acorn Lane to vacate that portion of the unimproved alley located directly south of their property, and identified on the Plat of Survey attached hereto and made a part hereof as Exhibit A (hereinafter, the “Subject Property”);

**WHEREAS**, the Subject Property was platted as an alley, but is now unimproved and abandoned, and there is no practical reason for the Village to continue to own and maintain the subject property for public purposes; and

**WHEREAS**, pursuant to 65 ILCS 5/11-91-1 *et seq.* and Section 21-24 of the Village of Libertyville Municipal Code, the President and Board of Trustees of the Village of Libertyville have determined that the public interest will be served and it will be in the best interest of the public to vacate the subject property; and

**WHEREAS**, the President and Board of Trustees have also determined that in accordance with Section 21-44 Variances of the Village of Libertyville Municipal Code, it is in the best interest of the public to waive any requirements for obtaining an appraisal and requiring payment for the Subject Property.

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

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

**SECTION TWO: Vacation of Unimproved Alley and Transfer of Title.** Subject to the execution of all documents necessary to effectuate the vacation, subject property is hereby vacated and upon vacation, title to the Subject Property shall vest with the property located at

192 Acorn Lane, subject to any Village or private utility company easement rights reserved herein. The Village Administrator and the Village Attorney are hereby authorized to execute such documents as shall be necessary to transfer title of the Subject Property to the property owner of 192 Acorn Lane.

SECTION THREE: Utility Easements. There is expressly reserved unto the Village of Libertyville, Illinois by itself or by an licensee or a holder of any franchise from the Village of Libertyville, Illinois and their successors and assigns, a permanent easement over and under the Subject Property for the right, permission and authority to repair, maintain, construct, install and/or renew any existing poles, wires, cables, pipes, conduits and/or necessary improvements and/or fixtures for the transmission and distribution of electricity, sanitary and storm sewer, water, telephone, cable television, internet and other municipal services, together with the right to access to same for the repair, construction, installation and/or maintenance thereof and also the right to trim from time to time such trees and bushes as may be reasonably required for the efficient operation of said utilities and services and for the repair, maintenance, or renewal thereof in the Subject Property or portion thereof vacated by this Ordinance.

SECTION FOUR: Recordation. The Village Clerk is hereby authorized and directed to record in the Office of the Recorder of Deeds, Lake County, Illinois, within 90 days following the effective date of this ordinance, a certified copy of this ordinance and the Plat of Vacation.

SECTION FIVE: Effective Date, Survival. This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law; provided, however, that this ordinance shall be of no force or effect until all documents necessary to effectuate the exchange of real estate pursuant to the Exchange Ordinance have been fully executed.

PASSED \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Terry L. Wepler, Village President

ATTEST:

\_\_\_\_\_  
Sally Kowal, Village Clerk

CONDOMINIUM  
RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL  
TOPOGRAPHIC  
FARMS

# Plat of Survey

**R. E. DECKER & COMPANY**

1218 WILDWOOD CT., LIBERTYVILLE, ILLINOIS 60048

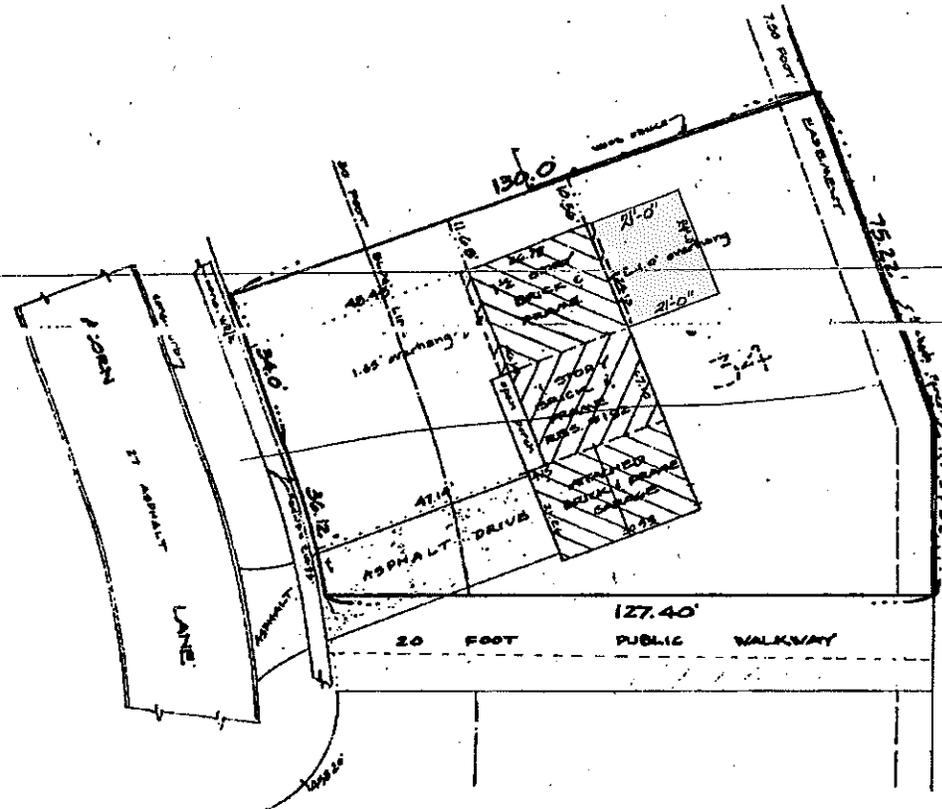
TELEPHONE 342-0091

SURVEYORS AND ENGINEERS

BOOK 81 PAGE 694 ORDER NO. 81-694 LIBERTYVILLE May 29 1961  
ORDERED BY Fred Ekman, Atty. FOR Kraft Corp.

Lot 34, in Blueberry Hill Subdivision, Unit No. 2, being a subdivision of part of the SE 1/4 of Section 17, and the NE 1/4 of Section 20, Township 44 North, Range 11, East of the 3rd Principal Meridian, according to the plat thereof, recorded April 20, 1964, as Document No. 1222761, in Book 41 of Plats, page 7, in Lake County, Illinois.

Commonly known as: 192 ACORN LANE, LIBERTYVILLE, ILLINOIS.



Scale 1" = 20 ft.  
TOP OF PLAT IS NORTH

LIBERTYVILLE, May 29, 1961  
STATE OF ILLINOIS }  
COUNTY OF LAKE }  
We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises.  
R. E. Decker  
SURVEYOR

LIBERTYVILLE, May 29, 1961  
STATE OF ILLINOIS }  
COUNTY OF LAKE }  
This is to certify that we have surveyed the above described property according to the Official Record, and the above plat correctly represents said survey.  
**R. E. DECKER & COMPANY**  
SURVEYORS  
By R. E. Decker

Compare the description in this plat with your deed, abstract or certificate of title, also compare all points before building by owner, and report any difference of same.  
Buildings shown on this plat, where they are so rounded in the maps. Refer to your deed or abstract.  
This survey has been made for use in connection with a mortgage loan transaction or Real Estate Transfer and is not to be used for any other purpose.  
Dimensions are shown in feet and decimal parts thereof. No dimension is to be assumed by scaling.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Electric Purchase Agreement with Nordic Energy Services, LLC

**Staff Recommendation:** Approve Agreement

**Staff Contact:** Kevin J. Bowens, Village Administrator

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**Background:** The Village is a member of the Northern Illinois Municipal Electric Collaborative (NIMEC), and they manage a number of small to medium ComEd accounts for the Village, for which the Village can purchase electricity from ComEd or an alternate supplier. NIMEC recently obtained prices on behalf of the Village for these 10 smaller ComEd accounts (sewer lift stations, pumping stations and recreational facilities) and is recommending that the Village enter into the attached agreement with Nordic Energy Services, LLC. The 10 month agreement provides a rate of 5.191 cents per kWh, which is 15% lower than that 6.133 cent rate offered by ComEd and will result in a savings of approximately \$5000 across the small accounts over the 10 months of the agreement. As in the past, the bid prices are only valid for 24 hours and the Village Board recently authorized the Administrator to enter into the agreement with Nordic Energy Services, LLC, and this item appears on the Village Board Agenda in order for the Village Board to concur with that previous approval. Four positive votes are required for approval.



**Custom Electricity Price Presentation for  
Village of Libertyville  
Fixed Power "ALL IN"  
Aggregate of Accounts**

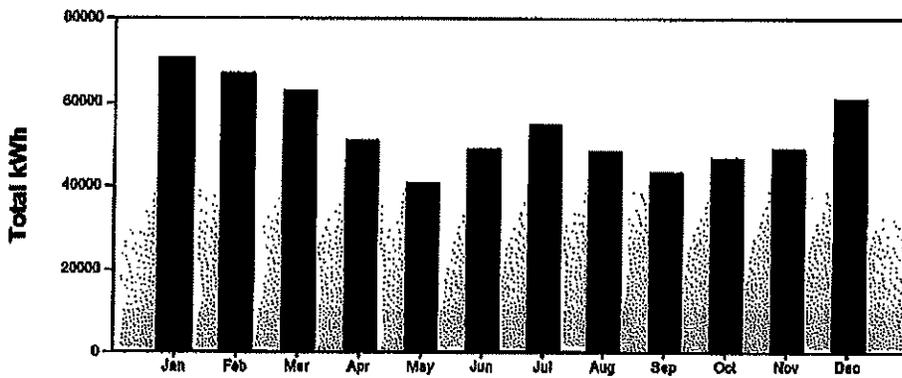
**Offer Information**

Term	10 Months
# of Accounts	12
Total Price (\$/kWh)	\$0.05191
Total Term Cost	\$28,167.23
Transmission and Distribution Losses	Included
Ancillaries and RTO	Included
Capacity	Included
Transmission	Included

Nordic's Fixed Power "ALL IN" product allows a customer to budget their energy costs, including the cost of transmission grid services to deliver all of your energy requirements at your meter. This price does not include utility costs which are charged to you by a separate bill sent by ComEd.

**Consumption Information**

Historical Monthly kWh Consumption

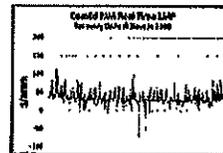


	kWh
Jan	70,705
Feb	66,819
Mar	62,668
Apr	50,900
May	40,697
Jun	48,882
Jul	54,721
Aug	48,546
Sep	43,222
Oct	46,842
Nov	48,733
Dec	61,253
<b>Total</b>	<b>643,988</b>

Capacity PLC:	97.497
Network svc PLC:	84.777
Load Factor:	75.403%

**Price Response Information**

Customer Name	Village of Libertyville
Initial Request Date	5/23/2016
Price Response Date	5/23/2016 9:46AM
Contract Start Date	7/6/2016
Approximate Annual kWh	643,988
Accounts	12
Proposal ID	91526



Any and all information contained herein, is to be used for informational purposes only. Any pricing may be changed at any time in the sole discretion of Nordic Energy Services, L.L.C. This Presentation Sheet is not a binding offer to provide electricity and related services, it shall only become binding and enforceable in accordance with the terms & conditions specified in the Agreement and nothing herein shall be deemed to require Nordic Energy Services L.L.C. to enter into any such agreement.



**Nordic Energy Services, L.L.C.**  
**Electric Sales Transaction Confirmation**

**Customer: Village of Libertyville**  
**Base Agreement: 10006**

**Exhibit B: Fixed Power "ALL IN"**

**AGREEMENT**

This Exhibit B Transaction Confirmation, by and between Nordic Energy Services L.L.C. ("Nordic") and Village of Libertyville ("Customer"), effective as of the date signed by Nordic and indicated in the signature block hereof as "Effective Date", is made a part of the base Electric Sales Agreement, number 10006 (agreement ID) between Nordic and Customer. Nordic shall sell and Customer shall purchase from Nordic on a firm basis 100% of Customer's electric energy for the accounts identified below, at the price and on the terms identified herein. Customer indicates below which accounts, if they meet ComEd and Nordic Energy's requirements, should be placed on ComEd's Utility Consolidated Billing (UCB) program.

**ACCOUNTS** This transaction Agreement shall apply to the following accounts in the Commonwealth Edison territory in Illinois ("Accounts").

*KPB  
KPB*

Account Number	Price (\$/kWh)	Start Date *	Term	Service Address	City	Zip	UCB(Y/N)
0227091005	\$0.05191	7/6/2016	10 Months	134 W Church	Libertyville	60048	Y
0270719025	\$0.05191	7/21/2016	10 Months	635 W Winchester RD	Libertyville	60048	Y
0934000003	\$0.05191	7/6/2016	10 Months	PUMP STA 708 W Park Ave	Libertyville	60048	Y
<del>1850611005</del>	<del>\$0.05191</del>	<del>7/21/2016</del>	<del>10 Months</del>	<del>625 W Winchester rd</del>	<del>Libertyville</del>	<del>60048</del>	<del>Y</del>
1923129070	\$0.05191	7/6/2016	10 Months	1015 Dames St	Libertyville	60048	Y
<del>2489828084</del>	<del>\$0.05191</del>	<del>7/6/2016</del>	<del>10 Months</del>	<del>1230 Garland</del>	<del>Libertyville</del>	<del>60048</del>	<del>Y</del>
2697483008	\$0.05191	7/6/2016	10 Months	870 Country Club Dr	Libertyville	60048	Y
2774470005	\$0.05191	7/6/2016	10 Months	730 Brainerd av	Libertyville	60048	Y
2781666002	\$0.05191	7/8/2016	10 Months	0NW Atkinson 3W Waukegan	Libertyville	60048	Y
6283125008	\$0.05191	7/6/2016	10 Months	1532 Artalus Pkwy	Libertyville	60048	Y
8477169009	\$0.05191	7/21/2016	10 Months	1790 Cass Ave	Libertyville	60048	Y
8876028007	\$0.05191	7/6/2016	10 Months	1201 W Golf Rd	Libertyville	60048	Y

\* Anticipated Start Date, based on Customer's meter read cycle, subject to change by ComEd.

**TERM**

This Exhibit B shall supersede any other exhibit currently in effect for the Accounts Identified in this Transaction Confirmation. Service for the Accounts Identified in this Transaction Confirmation shall commence on the first meter read date for the Accounts in the month of July (as determined by the Utility), but in no event shall service commence prior to the first meter read date after the Utility completes its processing and has accepted the delivery service request for the accounts. This Exhibit B Transaction Confirmation shall remain in effect for each Account through the Utility's scheduled meter read date for each respective Account in May 2017. If the term of this Exhibit B goes beyond the then-current Anniversary Month for all other accounts (as determined in the Electric Sales Agreement), then the current term for all accounts identified on Exhibit A to the Electric Sales Agreement shall be extended until the next Anniversary Month.

**PRICE**

The Price for all electric energy sold hereunder shall be determined as follows:

*Metered usage is multiplied by the Price to determine the All In cost.*

Description of Charge:	
Energy Price	Included
UFE, Transmission and Distribution Losses	Included
Imbalance Charges	Included
Ancillaries & RTO Charges	Included
Capacity	Included
Transmission (NITS)	Included
RPS Charges	Included
Utility Charges	Not Included

Utility distribution charges and applicable regional transmission organization (RTO) charges included on Client's delivery service bill from the Utility shall be Client's responsibility. Client acknowledges that Utility requires more energy to be supplied to the control area than Client consumes at the meter(s).

In witness whereof, the parties hereto have executed this agreement as of the date herein below first written.	
Seller: Nordic Energy Services, L.L.C.	Customer: Village of Libertyville
By:	By: <i>Kevin J. Bowens</i>
Print Name:	Print Name: KEVIN J. BOWENS
Title:	Title: VILLAGE ADMINISTRATOR
Effective Date:	Date: MAY 23, 2016



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Purchase of Aftermarket Equipment for Public Works Truck (Unit # P2)

**Staff Recommendation:** Waive Formal Bidding Procedures and Award Purchase to Monroe Truck Equipment

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

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**Background:** The Fiscal Year 2016/17 Budget includes \$77,000 in the Fleet Services & Replacement Fund for the purchase of a replacement one ton utility truck (Unit # P2) and outfitting with aftermarket equipment. The purchase of the truck chassis in the amount of \$34,625.00 was approved at the May 24, 2016 Board meeting. Competitive quotes were received for the aftermarket equipment, which includes the truck body, snow plow, salt spreader and lighting system (see below):

	Total
Monroe Truck Equipment, Monroe, WI	\$35,818.00
Henderson Truck Equipment, Gilberts, IL	\$35,950.00

Administrative Staff recommends that the purchase of the aftermarket truck equipment be awarded to Monroe Truck Equipment in the amount not to exceed \$35,818.00. The combined cost of the truck and aftermarket equipment equals \$70,443.00, which is less than the \$77,000 budgeted. Four positive votes are necessary for approval.



**QUOTATION**  
 Monroe Truck Equipment  
 1051 W 7th Street  
 Monroe, WI 53566  
 Phone: 608-329-8185  
 Fax: 608-329-8521  
 Email: [sdevoe@monroetruck.com](mailto:sdevoe@monroetruck.com)  
[www.monroetruck.com](http://www.monroetruck.com)

Quote Number: 9SD000620  
 Job Order Number:  
 Quote Date: 4/21/2016  
 Quote valid until: 5/21/2016  
 Terms: NET 30  
 Salesperson: PETRIZZO, PETE  
 Quoted By: Seth DeVoe

**Customer:** LIBERTYVILLE, VILL OF, (4680950)  
 118 W COOK AVE  
 LIBERTYVILLE, IL 60048

**Contact:** JUDY KILBANE A/P  
 Phone: 847-918-2009 Fax: 847-362-9453  
 Email:

**Dealer Code:** \_\_\_\_\_

**P.O. Number:** \_\_\_\_\_

**REASSIGN (Required for pool units):**  Fleet  Retail

**MSO/MCO (ONLY check if legally required):**  MSO  MCO

**Accepted by:** \_\_\_\_\_  
*Customer must fill out the information above before the order can be processed.*

**Date:** \_\_\_\_\_

**Chassis Information**

<b>Year:</b> 2016	<b>Make:</b> FORD	<b>Model:</b> F-450	<b>Chassis Color:</b>	<b>Cab Type:</b> REGULAR
<b>Single/Dual:</b> DRW	<b>CA:</b> 60.0	<b>CT:</b> -1.0	<b>Wheelbase:</b> 141.0	<b>F.O. Number #:</b>
				<b>Vin:</b>

**Comments:** CUSTOMER SUPPLIED CHASSIS

**Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:**

DESCRIPTION	AMOUNT
MTE-ZEE 9', STAINLESS STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY - 3/16" AR-400 (ABRASIVE RESISTANCE), 145,000 YIELD HIGH-STRENGTH FLOOR - 12 GA. SIDES & ENDS, 16" H SIDES, 22" H TAILGATE - 35,000 PSI YIELD HIGH-STRENGTH STAINLESS STEEL CONSTRUCTION - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE - CROSS-MEMBERLESS UNDERSTRUCTURE W/ STAINLESS STEEL LONG SILLS - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE - LED FMVSS108 LIGHTS & REFLECTORS - RUBBER REAR FLAPS - LONG LIFE & CORROSION RESISTANT - UNDERCOATED - LESS HYDRAULICS HOIST - 2.5" TRAILER RECEIVER IN 1/2" PLATE - 7 WAY RV STYLE TRAILER PLUG - MINIMIZER POLY FENDERS - BACK UP ALARM - LEXAN TO COVER CUTOUTS IN BULKHEAD - INSTALLED  MONROE UNDER-TAILGATE, GEAR BOX DRIVE SPREADER (MS966-RF-GB) - 201 STAINLESS STEEL - 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE - 7 GA., 96" TROUGH W/ 1/4" END PLATES - ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL - HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES - QUICK DETACH MOUNTING BRACKETS - TAILGATE SHIELDS - L.E.D. LIGHT BAR ASSEMBLY - 201 STAINLESS STEEL, SELF-LEVELING, LH DISCHARGE, SPINNER W/ POLY DISC & EXTRA GROUND CLEARANCE FOR ONE-TON CHASSIS', W/O RODS - INSTALLED  9' BOSS SUPER DUTY PUSHFRAME WITH MONROE SNOW BUSTER POLY STRAIGHT BLADE MOLDBOARD - SMARTHITCH 2 - SMARTTOUCH 2 CONTROLLER - SMARTLIGHT 2 - SMARTSHIELD - HIGH-PERFORMANCE HYDRAULIC PACKAGE	

DESCRIPTION	AMOUNT
- ENCLOSED HYDRAULICS	
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM	
- HEAVY-DUTY PUSH FRAME	
- REINFORCED STEEL MOLDBOARD	
- CAST-IRON PLOW SHOES	
- INSTALLED	
- TWO-YEAR LIMITED WARRANTY	

MTE/FORCE AMERICA HYDRAULICS PACKAGE POWERED BY FAN BELT KIT  
 STANDARD EQUIPMENT:  
 - MANIFOLD VALVE ASSEMBLY  
 - 13 GALLON CAPACITY HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER  
 - FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG  
 - 60 P.S.I. CONDITION INDICATOR  
 - WEATHER TIGHT COVER  
 - HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL, POWDER COATED BLACK  
 - FORCE 5100EX GROUND BASED SPREADER CONTROL  
 - MISCELLANEOUS HOSES & FITTINGS  
 - MANIFOLD PLATE, RUB RAIL MOUNTED (BOTH SIDES)  
 - INSTALLED

ONE-TON HYDRAULICS - RECOMMENDED FOR DIESEL ENGINE APPLICATIONS ONLY. OPERATING PLOW FUNCTIONS WITH A GAS ENGINE MAY CAUSE IT TO STALL

ADDITIONAL LIGHTING  
 - WHELEN MINI LIGHT BAR INSTALLED IN SELF LEVELING BRACKET MOUNTED ON CAB SHIELD  
 - (2) L.E.D. OVAL AMBER STROBES INSTALLED IN STAINLESS STEEL LIGHT BOXES MOUNTED ON CAB SHIELD FACING REAR  
 - SURFACE MOUNT L.E.D. STOP/TAIL/TURN LIGHTS MOUNTED ON REAR CORNER POSTS

(1) MTE STAINLESS STEEL UNDERBODY TOOL BOX  
 - 3 POINT LATCH  
 - 30" X 18" X 18"  
 - INSTALLED ON PASSENGER SIDE UNDERBODY

Quote Total: \$35,207.00

**Additional Options:**

DESCRIPTION	AMOUNT	ADD TO QUOTE
OPTION FOR (2) WHELEN VTX, AMBER STROBE LIGHTS INSTALLED ON REAR CORNER POSTS OF DUMP BODY ABOVE SURFACE MOUNTED S/T/T	\$400.00	Yes / No
OPTION FOR CLEAR L.E.D. WORK LIGHT MOUNTED AT REAR FOR SPREADER	\$188.00	Yes / No
OPTION FOR ADDITIONAL BATTERY INSTALLED UNDER HOOD IF ENOUGH ROOM (AFTER VIEWING TRUCK, MTE WOULD HAVE TO LOOK INTO POSSIBLE MOUNTING LOCATIONS FOR ADDITIONAL BATTERY, ADDITIONAL CHARGES MAY APPLY)	\$423.00	Yes / No
	<b>\$ 35,818.00</b>	

**Notes:**

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ♦ State and Federal taxes will be added where applicable.
- ♦ Restocking fees may be applicable for cancelled orders.



Henderson Truck Equipment-Illinois  
124 Industrial Drive  
Gilberts, IL. 60136

Toll Free: 888-360-7483  
Office: 847-836-4996

## Quote

Date: 4/27/16  
To: Steve Elliott  
By: Joe Vagle  
Re: One Ton Dump

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Henderson Truck Equipment-Illinois is pleased to quote the following equipment:

**(1) Henderson Mark 3 One Ton Dump Body**

9' long x 13" high sides  
201 stainless steel construction  
Fold down sides  
3/16" AR400 floor  
Window cut-outs in headsheet with Plexi-Glass cover  
NTEA class 40 under-body scissor hoist - single acting  
Stainless steel pull out ladder installed drivers side front corner  
One set of rear rubber mud flaps

**(1) Trailer Towing Package**

1/2" thick pintle plate with 2" receiver tube  
6 pole trailer plug  
Two "D" rings  
Re-install factory stop/tail/turn lights

**(1) Electrical/Warning light Package**

Whelen Mini lightbar installed on cabshield with stationary bracket  
Two Whelen surface mounted LED amber warning lights, one per corner post  
Two 6" oval LED Stop/Tail/Turn lights, one per corner post

(1) 18" x 18" x 30" stainless steel toolbox with mounting brackets

**(1) Certified Power Central Hydraulic System**

Under-Hood clutch pump system for Ford 6.8L V-10 engine  
Stainless steel valve enclosure/hydraulic tank combination  
Hydraulic valve assembly for electric dump and electric spreader controller  
Freedom 2.0 electric spreader controller - open loop  
Switch on dash to operate dump body  
All hydraulic hoses, fittings and fluid to complete the system

**(1) Henderson TGS Under-Tailgate Spreader**

6" direct drive auger system  
Stainless steel construction  
18" poly spinner disc  
Stainless steel mounting hardware

**(1) Boss RT3 Snowplow**

9' long stainless steel moldboard  
Trip edge design  
Boss SmartHitch

Boss snowplow lights  
Hand held controller  
Snow deflector

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Price per Unit:	\$35,950.00
Number of Units	1
Extended Price	\$35,950.00
Tax	
Total Quote Price	\$35,950.00

FOB Gilberts, IL

**Please note the following regarding installation quotes:**

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Resolution for Change Orders to Annual Janitorial Services Contract with Eco Clean Maintenance, Inc.

**Staff Recommendation:** Adopt Resolution

**Staff Contact:** Paul Kendzior, P.E., C.F.M., Director of Public Works  
Conrad Kowal, Director of Recreation and Sports Complex

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**Background:** The annual Contract for janitorial services for the Public Buildings, Park Buildings and the Sports Complex was renewed for the second year with Eco Clean Maintenance, Inc. by the Board at the April 26, 2016 meeting in the not-to-exceed amount of \$93,880.00.00 for the base services. The base services are broken down as follows: Public Buildings; \$34,200.00, Park Buildings; \$20,200.00, Sports Complex; \$39,480.00. The Contract contains unit pricing for additional services as needed.

Since the Contract was renewed, it has become evident that anticipated additional cleaning services at the Park Buildings in the amount of \$3,550.00 and \$17,345.00 at the Sports Complex, which will include the Golf Learning Center, will be needed over the course of this fiscal year. The total increase anticipated is \$20,895.00, which will increase the Contract amount to \$114,775.00. The necessary funds for this additional work have been budgeted in various accounts in the FY 2016/17 Budget. Administrative staff recommends the adoption of the attached Resolution for Change Orders No. 1 (Parks Buildings) and No. 2 (Sports Complex) in the net additional amount of \$20,895.00.

Four positive votes are required for approval.

RESOLUTION 16-R- \_\_\_\_\_

A RESOLUTION APPROVING  
CHANGE ORDER No. 1 and No. 2 TO THE CONTRACT  
BETWEEN THE VILLAGE OF LIBERTYVILLE AND  
ECO CLEAN MAINTENANCE, INC.

WHEREAS, the Village of Libertyville entered into a certain contract with Eco Clean Maintenance, Inc. for providing janitorial services at various Park Buildings, the Sports Complex and various Public Buildings which was approved by the Village President and Village Board of Trustees on April 26, 2016 and;

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

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

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

SECTION 2. Change Order No. 1 (Park Buildings), is attached as Exhibit # 1 for a net increase of \$3,550.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 3. Change Order No. 2 (Sports Complex), is attached as Exhibit # 2 for a net increase of \$17,345.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 4. The resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

PASSED this: 14th day of June, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: 14th day of June, 2016

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

EXHIBIT #1

CHANGE ORDER NO. 1

Order No. 1  
Date: 06/14/16  
Agreement Date: 04/26/16

Name of Project: Annual Janitorial Services  
Owner: Village of Libertyville  
Contractor: Eco Clean Maintenance, Inc.

Justification: Additional cost to perform additional janitorial services as needed at various Park Buildings.

Change of Contract Price

Original Contract Price for Village buildings as specified in contract:	\$93,880.00
Current Contract Price adjusted by Previous Change Orders:	\$93,880.00
The Contract Price due to this Change Order will be increased by:	\$ 3,550.00
The New Contract Price including this Change Order will be:	\$97,430.00

Approval Required:

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

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

EXHIBIT #2

CHANGE ORDER NO. 2

Order No. 2  
Date: 06/14/16  
Agreement Date: 04/26/16

Name of Project: Annual Janitorial Services  
Owner: Village of Libertyville  
Contractor: Eco Clean Maintenance, Inc.

Justification: Additional cost to perform additional janitorial services as needed at the Sports Complex.

Change of Contract Price

Original Contract Price for Village buildings as specified in contract:	\$93,880.00
Current Contract Price adjusted by Previous Change Orders:	\$97,430.00
The Contract Price due to this Change Order will be increased by:	\$ 17,345.00
The New Contract Price including this Change Order will be:	\$114,775.00

Approval Required:

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

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

**Park and Recreation Building Janitorial 2016-17 Anticipated Extra Services**

<b>Contract Base:</b>	\$20,200.00
<b>Adler Lodge</b> 2X Pre and Post Day Camp Deep Clean, 1X Floor Scrub, 1X Window Wash	\$1,000.00
<b>Crawford House</b> 1X Floor Scrubbing/Deep Cleaning, 1X Window Wash	\$400.00
<b>LLL Flood Field Washrooms</b> Scrub/Seal Floors	\$250.00
<b>Park Maintenance Building Washroom/Locker Rooms</b> 1X Office Floor Strip and Wax, Deep Cleaning Floor Scrubbing in Locker Rooms	\$500.00
<b>Riverside Golf/Pool/Tennis Court Washrooms</b> Deep Scrub Floors	\$250.00
<b>Riverside Preschool</b> 2X Floor Strip and Wax, 1X Stair Strip and Wax, 1X Window Wash	\$1,150.00
<b>Total Extras:</b>	\$3,550.00

## **Sports Complex Janitorial 2016-17 Anticipated Additional Services**

**Contract Base:** \$39,480.00

### **Additional Services as Requested:**

1x Scrub Weight Room	\$160.00
1X Preschool Floor Strip and Wax	\$650.00
1X Party Room(s) Floor Strip and Wax	\$425.00
2X Meeting Room Floor Strip and Wax	\$1,000.00
1X Cycle Room Floor Scrub	\$100.00
1X Upstairs Hallway Floor Strip and Wax	\$1,700.00
1X Concession Floor Scrub	\$400.00
1X Dance Studio Floor Scrub/Seal	\$600.00
2X Scrub Main Entrance Area Floor	\$800.00
Multiple X Extra Sports Floor Cleaning	\$2,000.00
18 X Porter Services	\$3,510.00
Overhead HVAC Pipe Cleaning	\$6,000.00

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**Total Extras: \$17,345.00**



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Resolution, Maintenance Work within the State Right-of-Way

**Staff Recommendation:** Adopt Resolution

**Staff Contact:** Paul Kendzior, Director of Public Works, PE, CFM

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**Background:** Chapter 121 of the Illinois Revised Statutes requires that any person, firm or corporation desiring to do work within the State maintained right-of-way must first obtain a written permit from the Illinois Department of Transportation (IDOT).

On occasion, Village staff must perform work in the State right-of-way including but not limited to watermain, sanitary and storm sewers, streetlights, traffic signals, sidewalks and driveways.

In an effort to expedite the permitting process, the Illinois Department of Transportation (IDOT) requires the Village pass the attached resolution enacted for a period of two years for work in the State right-of-way in lieu of a Surety Bond.

Normal permit and bonding requirements are required for other work performed by contractors hired by the Village who must work in the State right-of-way.

Administrative Staff recommends approval of the attached resolution. Four positive votes are required for approval.

RESOLUTION 16-R- \_\_\_\_\_

A RESOLUTION APPROVING  
MUNICIPAL MAINTENANCE WORK  
WITHIN THE STATE RIGHT-OF-WAY.

WHEREAS, the Village of Libertyville (the "Village") desires to enter into an agreement with the Illinois Department of Transportation (the "Department") to undertake in the years 2016 and 2017, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc. on State highways, within the Village of Libertyville, which by law and/or agreement come under the jurisdiction and control of the Department, and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Village or by a private person or firm under contract and supervision of the Village.

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

SECTION ONE: Recitals. The Village hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit granted by the Department, and to hold the State of Illinois harmless during prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECTION TWO: Execution and Authorization. The Village President, the Village Clerk or Deputy Village Clerk are hereby authorized officials of the Village to sign said working permit on behalf of the Village.

SECTION THREE: Effective Date. This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** 234 and 236 Appley Avenue – Plat of Dedication

**Staff Recommendation:** Approve Plat of Dedication

**Staff Contact:** Paul Kendzior, Director of Public Works, P.E., C.F.M.  
David Pardys, Village Attorney

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**Background:** Permits were issued in 2014 for the construction of two new homes on the properties at 234 and 236 Appley Avenue. This property was formerly occupied by one single-family residence. Several properties within the older parts of the Village have historically had property lines that extend to the centerline of the adjacent roadways.

As one of the conditions for granting the permits for the construction of these homes, the property owners were required to dedicate the right of way in front of the premises. The attached Plat of Dedication has been executed as needed by the surveyor and property owners.

Administrative Staff recommends approval and Village execution of the attached Plat of Dedication. Four positive votes are required for approval.

# Plat of Dedication for Public Street Purposes

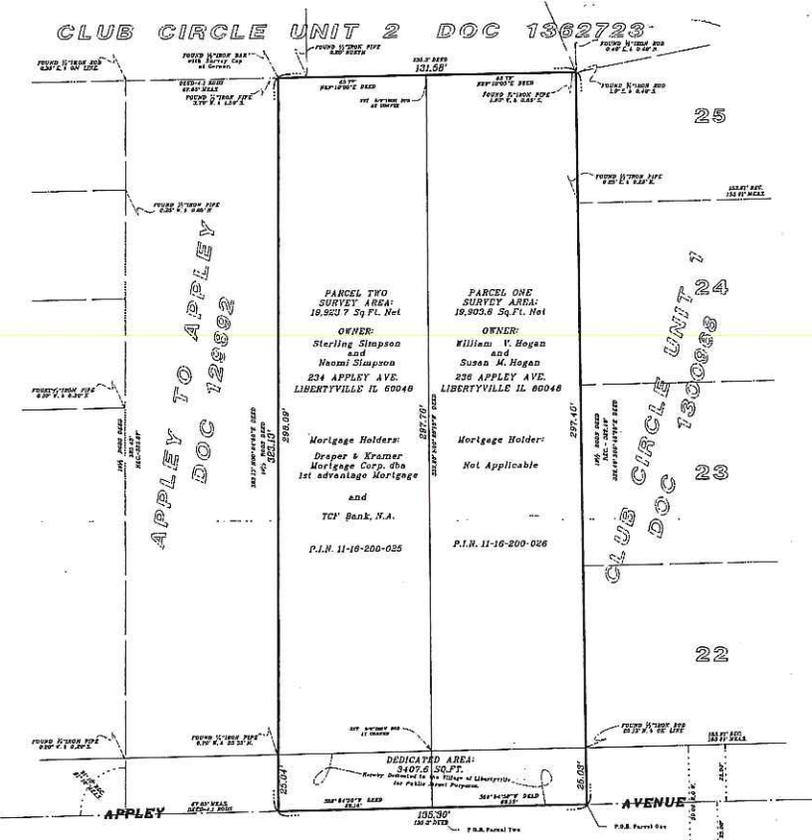
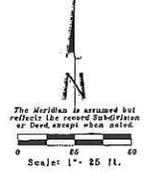
Space Reserved for Recorder

**Total Holdings - PARCEL ONE**

THAT PART OF LOT 10 IN SCHOOL TRUSTEE SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING IN THE CENTER OF APPLAY AVENUE AT A POINT 26.85 FEET WEST OF THE WEST LINE OF LAKE COUNTY PARK GROUNDS, AS CONVEYED BY JOHN LOCKE TO LAKE COUNTY AGRICULTURAL ASSOCIATION, BY DEED RECORDED NOVEMBER 26, 1934, AS DOCUMENT 18270, AND BEING THE SOUTHWEST CORNER OF CLUB CIRCLE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1925 AS DOCUMENT 12008, THENCE 500' 54" 00" ALONG THE CENTER OF SAID APPLAY AVENUE, 1815 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING 500' 54" 00" W 85 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN SAID RECORDED AS DOCUMENT 12008, THENCE 500' 54" 00" ON THE SOUTH LINE OF CLUB CIRCLE UNIT TWO ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1927 AS DOCUMENT 12673, THENCE 500' 54" 00" ON THE SOUTH LINE OF CLUB CIRCLE UNIT TWO, 65.79 FEET THENCE 500' 42" 52" ON THE WEST LINE OF CLUB CIRCLE UNIT ONE, 322.18 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**Total Holdings - PARCEL TWO**

THAT PART OF LOT 10 IN SCHOOL TRUSTEE SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING IN THE CENTER OF APPLAY AVENUE AT A POINT 26.85 FEET WEST OF THE WEST LINE OF LAKE COUNTY PARK GROUNDS, AS CONVEYED BY JOHN LOCKE TO LAKE COUNTY AGRICULTURAL ASSOCIATION, BY DEED RECORDED NOVEMBER 26, 1934, AS DOCUMENT 18270, AND BEING THE SOUTHWEST CORNER OF CLUB CIRCLE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1925 AS DOCUMENT 12008, THENCE 500' 54" 00" ALONG THE CENTER OF SAID APPLAY AVENUE, 1815 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING 500' 54" 00" W 85 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN SAID RECORDED AS DOCUMENT 12008, THENCE 500' 54" 00" ON THE SOUTH LINE OF CLUB CIRCLE UNIT TWO ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1927 AS DOCUMENT 12673, THENCE 500' 54" 00" ON THE SOUTH LINE OF CLUB CIRCLE UNIT TWO, 65.79 FEET (TO POINT 65.79 FEET WEST OF THE WEST LINE OF CLUB CIRCLE UNIT ONE) THENCE 500' 54" 00" 322.18 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



State of Illinois  
County of Lake

This certifies that the undersigned is the owner of the land described in the subject plat, and has caused the same to be surveyed and dedicated as indicated therein, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title therein indicated.

By: William V. Hogan and Susan M. Hogan  
Name: William V. Hogan Name: Susan M. Hogan  
Address: 236 Appley Ave. Libertyville, IL 60048

Dated this 18th day of April, A.D. 2016

State of Illinois  
County of Lake

In the State of Illinois, I, Mary Lynn Holmstrom, Notary Public in and for said County, do hereby certify that William V. Hogan and Susan M. Hogan are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed the subject plat as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 18th day of April, A.D. 2016.

Mary Lynn Holmstrom  
Notary Public - State of Illinois  
My Commission Expires Aug 1, 2018

State of Illinois  
County of Lake

This certifies that the undersigned is the owner of the land described in the subject plat, and has caused the same to be surveyed and dedicated as indicated therein, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title therein indicated.

By: Sterling Simpson and Naomi Simpson  
Name: Sterling Simpson Name: Naomi Simpson  
Address: 234 Appley Ave. Libertyville, IL 60048

Dated this 17th day of April, A.D. 2016

State of Illinois  
County of Lake

In the State of Illinois, I, Mary Lynn Holmstrom, Notary Public in and for said County, do hereby certify that Sterling Simpson and Naomi Simpson are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed the subject plat as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 17th day of April, A.D. 2016.

Mary Lynn Holmstrom  
Notary Public

State of Illinois  
County of Lake

This is to certify that the undersigned as mortgage holder of record does hereby acknowledge this dedication and consents to the recording of this plat for the uses and purposes herein set forth.

Dated this 23rd day of April, A.D. 2016.

Mortgage Holder: Draper & Kramer Mortgage Corp.  
Name: Paul Lucken  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_

State of Illinois  
County of Lake

This is to certify that the undersigned as mortgage holder of record does hereby acknowledge this dedication and consents to the recording of this plat for the uses and purposes herein set forth.

Dated this 16th day of April, A.D. 2016

Mortgage Holder: TCF Bank, N.A.  
Name: Robert Jensen  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_

State of Illinois  
County of Lake

I, Richard R. Holander, County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent general taxes unpaid current general taxes, delinquent special assessments or unpaid current special assessments against any of the land included in the described property. I further certify that I have received all statutory fees in connection with this plat.

GIVEN UNDER MY HAND AND SEAL AT Waukegan, Illinois, this 16th day of April, A.D. 2016.

By: \_\_\_\_\_  
County Clerk

State of Illinois  
County of Lake

Approved by the President and the Board of Trustees of the Village of Libertyville, Lake County, Illinois this 16th day of April, A.D. 2016.

Signed: \_\_\_\_\_ President    \_\_\_\_\_ Altrust    \_\_\_\_\_ Village Clerk  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

State of Illinois  
County of Lake

In the State of Illinois, I, Mary Lynn Holmstrom, Notary Public in and for said County, do hereby certify that William V. Hogan and Susan M. Hogan are personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage Certificate, appeared before me this day in person and acknowledged the execution of this plat in their capacity as witnesses of William V. Hogan and Susan M. Hogan for the uses and purposes herein set forth and as the free and voluntary act and deed of said Bank.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 22nd day of April, A.D. 2016.

Signed: Mary Lynn Holmstrom  
Notary Public - State of Illinois  
My Commission Expires Aug 1, 2018

State of Illinois  
County of Lake

In the State of Illinois, I, Mary Lynn Holmstrom, Notary Public in and for said County, do hereby certify that Sterling Simpson and Naomi Simpson are personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage Certificate, appeared before me this day in person and acknowledged the execution of this plat in their capacity as witnesses of Sterling Simpson and Naomi Simpson for the uses and purposes herein set forth and as the free and voluntary act and deed of said Bank.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 16th day of April, A.D. 2016.

Signed: Mary Lynn Holmstrom  
Notary Public

State of Illinois  
County of Lake

This is to certify that I, Richard Fawcett, Illinois Professional Land Surveyor, No. 308, have surveyed the above described property and that this Professional Survey conforms to the current Illinois minimum standards for a "Boundary Survey."

GIVEN UNDER MY HAND AND SEAL AT Libertyville, Illinois this 1st day of March, A.D. 2016.

By: Richard Fawcett  
Professional Land Surveyor No. 308



Prepared by:  
88 DEVELOPMENTS  
S.W. VALDEZ  
100 N. WILKINSON AVENUE  
LIBERTYVILLE, IL 60048

Order Number: 16-005  
Field Work Completed on: February 25, 2016  
Date: March 1, 2016  
March 7, 2016  
March 26, 2016 per village

Prepared by:  
R. E. DECKER, P.C.  
Professional Land Surveyors  
114 E. Cook Avenue  
Libertyville, IL 60048  
847-762-0291 Fax 847-285-0219  
e-mail: deckersurvey@gmail.com



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** 305 West Maple Avenue – Plat of Dedication

**Staff Recommendation:** Approve the Plat of Dedication

**Staff Contact:** Paul Kendzior, Director of Public Works, P.E., C.F.M.  
David Pardys, Village Attorney

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**Background:** A permit was issued in 2015 for the construction of a duplex residence on the property at 305 West Maple Avenue/215 Douglas Avenue. This property was formerly occupied by a single-family residence. Several properties within the downtown area have historically had property lines that extend to the centerline of the adjacent roadways.

As one of the conditions granting the permit for the construction of these homes, the property owner was required to dedicate the Maple Avenue right of way in front of the premises. The attached Plat of Dedication has been executed as needed by the surveyor and property owner.

Administrative Staff recommends approval and Village execution of the attached Plat of Dedication. Four positive votes are required for approval.

# Plat of Dedication

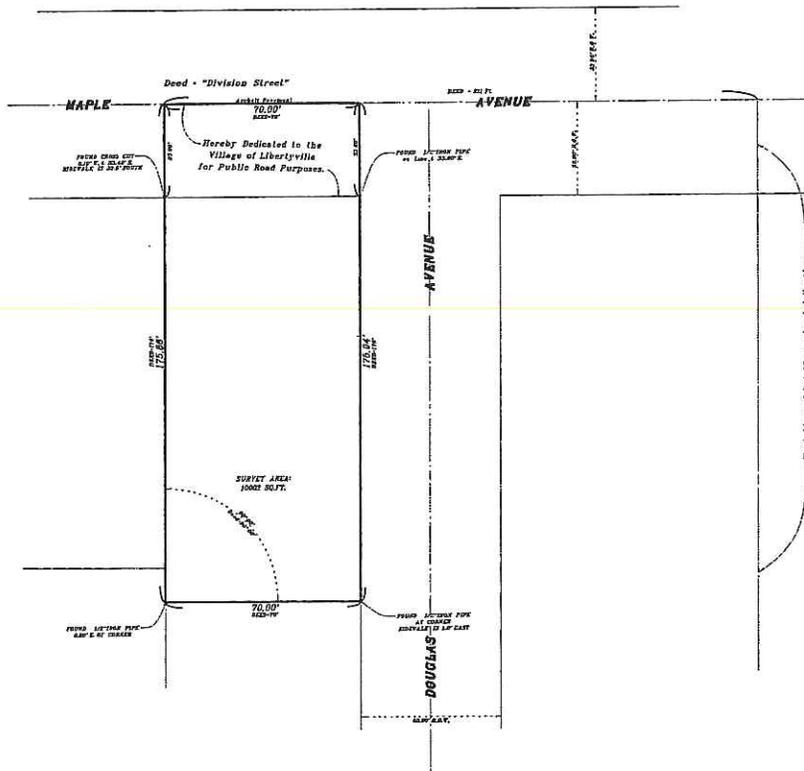
THAT PART OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 36 TOWNSHIP 34 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS TO BEGIN AT THE CENTER OF DIVISION STREET AT A POINT WHICH IS THE NORTHEAST CORNER OF PREMISES COVERED BY GRANT A. DILLON ET AL TO GEORGE BOND DATED JULY 6, 1902 AND RECORDED JULY 26, 1903, AS DOCUMENT NUMBER 6840, POINT BEING 50 FEET EAST OF THE WEST LINE OF LOT 10, IN BUTLER SUBDIVISION EXTENDED NORTHEAST AT ITS INTERSECTION WITH THE CENTERLINE OF SAID DIVISION STREET THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BOND LOT AND SAID EAST LINE EXTENDED ITS FEET THENCE EASTWARD AT RIGHT ANGLES TO SAID EAST LINE DESCRIBED LINE TO FEET THENCE SOUTHERLY PARALLEL TO SAID BOND EAST LINE, 175 FEET TO THE CENTER OF SAID STREET, AND THENCE WESTWARD TO FEET TO THE PLACE OF BEGINNING, LAKE COUNTY, ILLINOIS.

Commonly known as 305 W. MAPLE AVENUE, LIBERTYVILLE, ILLINOIS.

Space Reserved for Recorder

PLAT - 11-18-200-137

SUBMITTED FOR RECORDING BY:



State of Illinois  
County of Lake

Approved by the President and the Board of Trustees of the Village of Libertyville, Lake County, Illinois this \_\_\_ day of \_\_\_ A.D. 20\_\_

Signed: \_\_\_\_\_ Attest: \_\_\_\_\_  
President Village Clerk  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

State of Illinois  
County of Lake

I, Carl N. Wyczkoff, County Clerk of Lake County, Illinois do hereby certify that there are no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against any of the land included in the described property. I further certify that I have received all statutory fees in connection with the plat.

Given under my hand and seal at Waukegan, Illinois, this \_\_\_ day of \_\_\_ A.D. 20\_\_

By: \_\_\_\_\_  
County Clerk

State of Illinois  
County of Lake

This is to certify that I, Richard Pavletta, Illinois Professional Land Surveyor, No. 3561, have surveyed the above described property and that this Professional service conforms to the current Illinois minimum standards for a "Boundary Survey."

Given under my hand and seal at Libertyville, Illinois, this \_\_\_ day of March, A.D. 2014.

By: \_\_\_\_\_  
Professional Land Surveyor No. 3561



State of Illinois  
County of Lake

This certifies that the undersigned is the owner of the land described in the subject plat, and has caused the same to be surveyed and dedicated, as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Address: 100 Maple Ave., Libertyville IL 60048

Dated this \_\_\_ day of \_\_\_ A.D. 2014.

State of Illinois  
County of Lake

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed the subject plat as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_ day of \_\_\_ A.D. 2014.

By: \_\_\_\_\_  
Notary Public



Prepared for:

VINCENT ARDINO  
700 HULLAY FRYE,  
LIBERTYVILLE IL 60048

Order Number: 15-201 P

Field Work Completed on:

Date:

Prepared by:  
R. E. DECKER, P.C.  
Professional Land Surveyor  
114 E. Cook Avenue  
Libertyville, IL 60048  
847-382-0051 Fax 847-382-0119  
e-mail: deckersurvey@gmail.com





## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Declaring Surplus Property

**Staff Recommendation:** Approve Ordinance

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

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**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 through GovDeals, an online government surplus auction website.

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

VILLAGE OF LIBERTYVILLE  
ORDINANCE 16 -O- \_\_\_\_\_

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

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

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

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

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

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

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

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

Section Five: Agreement for Sale. The Village Administrator is hereby authorized to and may direct 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

1. 2002 Kawasaki Mule
2. Stihl TS700 Concrete Saw



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Establishing Prevailing Rate of Wages in Lake County for Public Works Projects

**Staff Recommendation:** Adopt Ordinance

**Staff Contact:** Paul Kendzior, PE, CFM, Director of Public Works

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**Background:** Attached is an ordinance which establishes the prevailing rate of wages for Village public works projects. The State of Illinois requires that municipalities determine the prevailing rate of wages for Lake County area laborers, mechanics and other workers employed in performing construction projects for the Village. The ordinance refers to the June 2016 prevailing wages, which are currently not yet available. For reference, the most recently available rates (July 2015) have been included.

Administrative recommends that the Village Board adopt the attached ordinance. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_\_\_\_

AN ORDINANCE ASCERTAINING THE  
PREVAILING RATE OF WAGES IN LAKE COUNTY  
FOR VILLAGE PUBLIC WORKS PROJECTS

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, Village or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

WHEREAS, the aforesaid Act requires the Village of Libertyville to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village; and

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 hereby adopted and incorporated as though fully set forth herein.

SECTION TWO: To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, Village or any public body or any political subdivision or by anyone under contract for public works” as approved June 26, 1941, as amended, the general rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works under the

jurisdiction of the Village of Libertyville is hereby ascertained to be the same as the prevailing rate of wages for construction work in the County of Lake as determined by the Department of Labor of the State of Illinois as of June 2016, a copy of that determination being attached hereto as Exhibit A.

SECTION THREE: Nothing herein shall be construed to apply said prevailing rate of wages herein ascertained to any work or employment except public works of this Village to the extent required by the aforesaid Act.

SECTION FOUR: All contracts entered into by the Village which provide that the contractor shall pay the prevailing minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project shall be subject to the provision of this Ordinance.

SECTION FIVE: The Village Administrator shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination of such prevailing rate of wages.

SECTION SIX: The Village Administrator shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION SEVEN: The Village of Libertyville shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION EIGHT: The Village Administrator shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing rate of wages has been made. Said notice shall conform substantially to the notice hereto attached. Such publication shall constitute notice that this is the determination of the Village of Libertyville and is effective.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Terry Wepler,  
Village President

\_\_\_\_\_  
Sally Kowal,  
Village Clerk

Exhibit A

Illinois Department of Labor

Division of Conciliation and Mediation

Prevailing Wage for Year 2016

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# Lake County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC	BLD			36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON	ALL			42.050	44.050	2.0	1.5	2.0	10.00	19.24	0.000	0.500
CERAMIC TILE FNSHER	BLD			36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH	BLD			35.130	37.230	1.5	1.5	2.0	11.07	11.77	0.000	0.530
ELECTRIC PWR EQMT OP	ALL			0.000	0.000	0.0	0.0	0.0	0.000	0.000	0.000	0.000
ELECTRIC PWR EQMT OP	HWY			39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN	ALL			30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR GRNDMAN	HWY			30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN	ALL			45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN	HWY			46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV	ALL			30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV	HWY			31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN	BLD			39.400	43.340	1.5	1.5	2.0	13.59	15.71	0.000	0.640
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER	BLD			40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL			44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER	ALL			39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS	ALL			32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON	BLD			43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I	ALL			29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II	ALL			34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER	BLD 1			48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 2			46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 3			44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 4			42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 5			51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 6			49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 7			51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	FLT 1			53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 2			52.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 3			46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 4			38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 5			55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 2			45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 3			43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 4			42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 5			41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 6			49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 7			47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER	ALL			45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER	ALL			41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD			43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020

PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880		
ROOFER	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530		
SHEETMETAL WORKER	BLD	42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720		
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000		
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550		
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350		
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
SURVEY WORKER	-->NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720		
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940		
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990		
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500		
TRUCK DRIVER	ALL 1	36.560	36.760	1.5	1.5	2.0	9.070	7.050	0.000	0.000		
TRUCK DRIVER	ALL 2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150		
TRUCK DRIVER	ALL 3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150		
TRUCK DRIVER	ALL 4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150		
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670		

**Legend:** RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil &amp; Chlp,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F&gt;8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health &amp; Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations****LAKE COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower

Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

## OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



# *Mill Creek Watershed Plan*

A Strategy for Protecting and Restoring the Watershed



*Executive Summary- January 2016*

# Mill Creek Watershed Community

Residents  
Businesses  
Schools

## COMMUNITIES

Carillon North  
Grandwood Park  
Grayslake  
Gurnee  
Hainesville  
Libertyville  
Lindenhurst  
Old Mill Creek  
Round Lake Beach  
Round Lake Park  
Third Lake  
Venetian Village  
Wadsworth  
Wildwood

## TOWNSHIPS

Avon-Fremont  
Lake Villa  
Newport  
Warren

## AGENCIES/DISTRICTS

Avon-Fremont Drainage District  
Lake County Board and Departments  
Lake County Stormwater Management Commission  
Lake County Forest Preserve District  
College of Lake County  
Grandwood Park District  
Grayslake Park District  
University of Illinois Extension Service  
Wildwood Park District

## ORGANIZATIONS

Lake and Property Owner Associations  
Conserve Lake County



*72 Stakeholders participated in the first watershed planning meeting to identify and discuss watershed issues and opportunities.*



*Volunteer efforts for the Grandwood Park Lake shoreline stabilization project.*

*Funding for the development of the Mill Creek Watershed and Flood Mitigation Plan was provided in part by the Illinois Department of Commerce and Economic Opportunity (DCEO) through an Illinois "IKE" Disaster Recovery Planning Program grant. Lake County Stormwater Management Commission also provided funding for this plan and considerable in-kind support. Northwater Consultants and Water Resource Solutions provided planning support.*

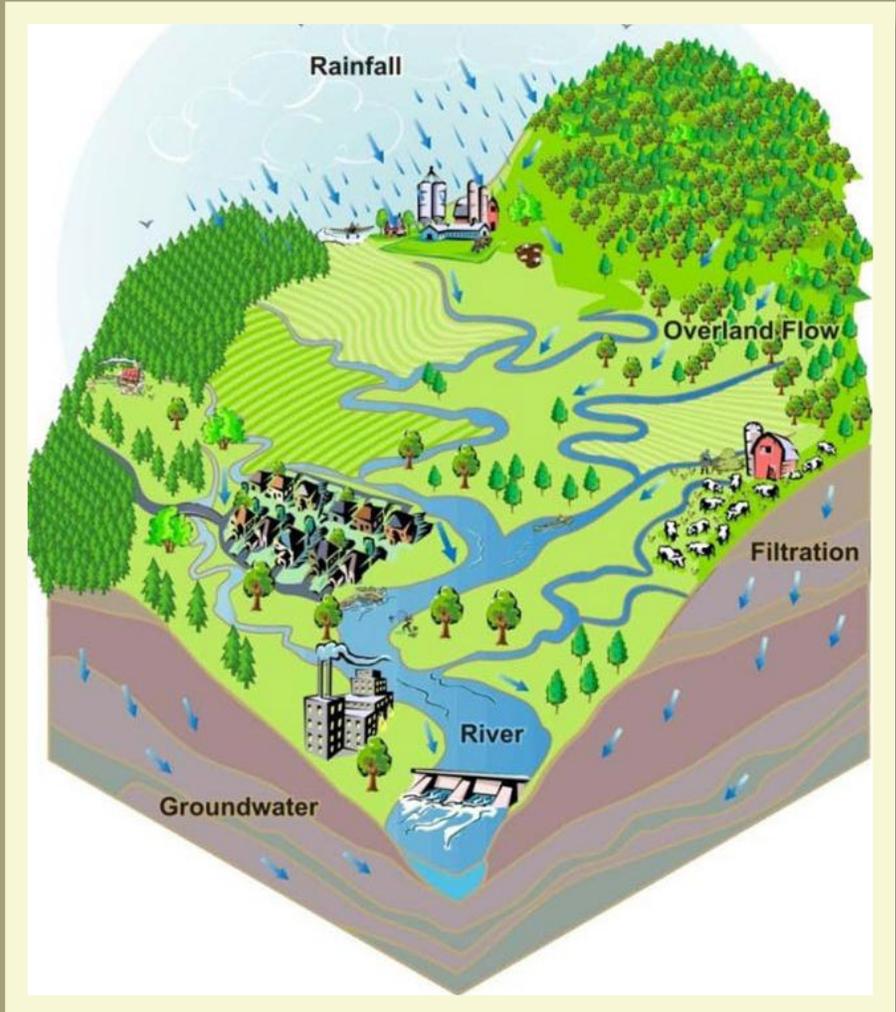


# What is a Watershed?

After a rain drop or snowflake falls on the land, it may infiltrate into the soil or it may run off over the land surface to a low spot in the landscape, which is usually a body of water (lake, stream or river). A watershed is the area of land that drains to a particular stream, river or lake.

The health of a waterbody is a direct reflection of how the land in the watershed is used and managed. Some of the benefits of a healthy watershed are:

- improved water quality
- fewer flooding problems
- enhanced wildlife habitat
- opportunities for education and recreation



# Why this watershed plan?

Water is elemental to our lives. Our bodies are largely composed of water and we need to consume clean water for our survival. Plants and animals also need water and we in turn depend on these plants and animals for food, medicines, fuel and everyday products we use. Although elemental to our individual lives, our communities and our planet, we sometimes take water for granted.

This plan is important to you because it specifically addresses water here in your community within the Mill Creek Watershed. Clean and abundant water, healthy lakes and streams, and safety from flooding are important for residents, agricultural producers, businesses, and the economic and environmental health of our communities.

How water flows and collects in streams, wetlands and lakes is based on landform. Water flow generally does not follow property lines or political boundaries; we recognize that most water resource problems need to be addressed at the watershed level, which frequently involves multiple landowners and several political jurisdictions.

This plan was developed with a broad representation of watershed stakeholders who took part in the planning process. Representatives from municipal and county agencies, businesses, homeowner and lake associations, agricultural producers, natural resource agencies and groups, and other interested groups and individuals from throughout the watershed. This stakeholder group developed five goals for this watershed plan.

*As a resident, landowner, business or community official your actions make a difference in keeping water in our creeks and lakes clean, reducing flooding, and protecting natural areas that help do both as well as providing habitat and places for people to recreate.*

## Watershed Goals

- Reduce flood damage
- Improve water quality
- Preserve and enhance green infrastructure
- Protect and restore natural resources
- Enhance stakeholder education and stewardship



*Mill Creek Watershed stakeholders review potential planning topics and rank each topic based on priority.*

# Plan Purpose

The *Lake County Stormwater Management Commission (SMC)* took the lead to develop this watershed plan for the Mill Creek watershed. A significant outcome of this planning effort and the implementation of the plan going forward is to return the nine (9) watershed lakes that are water quality “impaired” to conditions that fully support their designated uses as aquatic habitat and for recreation.

This plan identifies Best Management Practices (BMPs) to remedy or mitigate water quality degradation, flood damage, and natural resource loss. The plan also makes recommendations for preventative actions to address potential future water quality and flood damage problems.

The purpose of this plan is to:

- restore watershed lakes, streams and wetlands to a healthy condition
- reduce the impacts of water pollution and flood damage on watershed residents, and
- provide opportunities for watershed stakeholders to have a significant role in the process.

*Mill Creek*

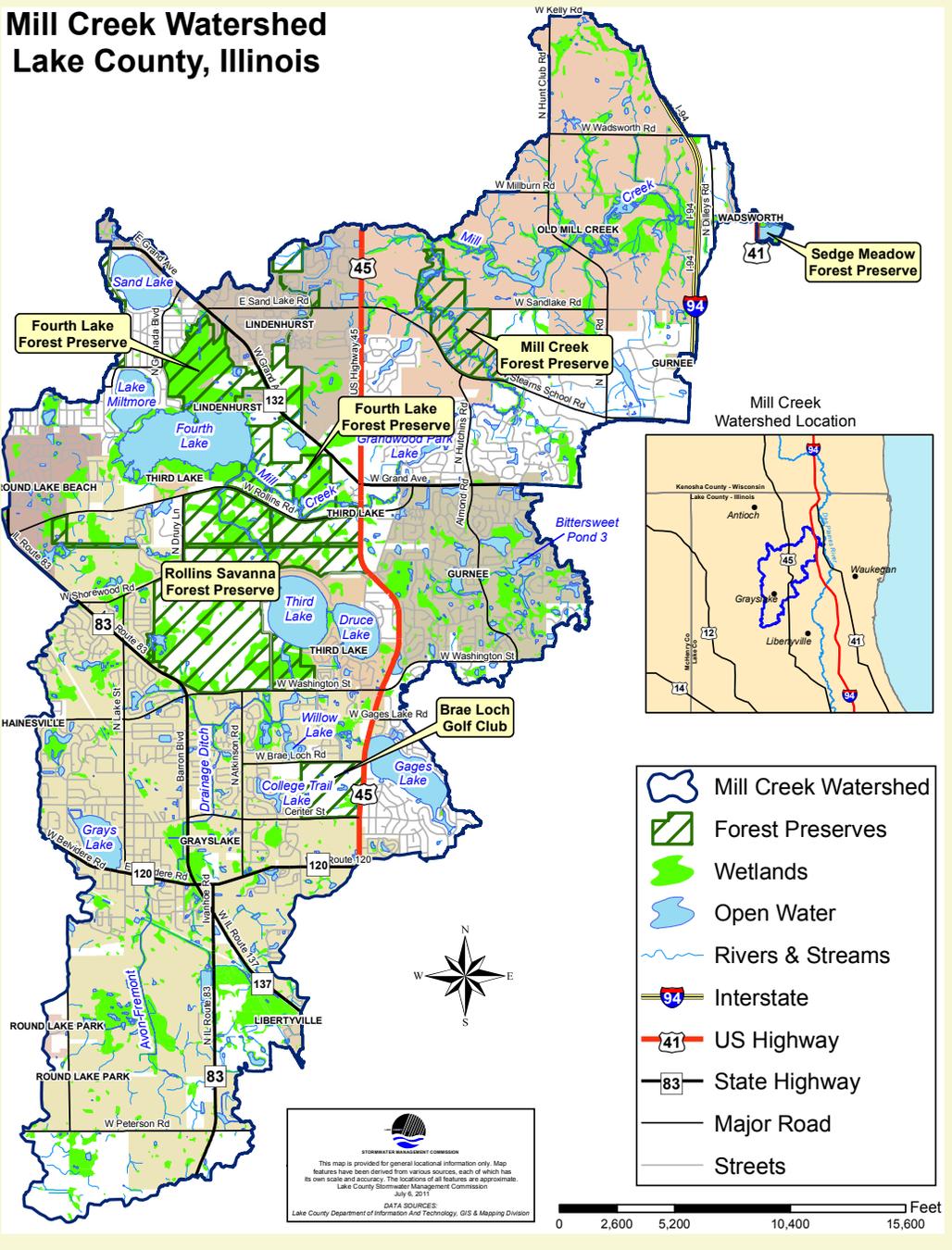
*Rollins Savanna*



# About the Mill Creek Watershed

The Mill Creek watershed is a subwatershed of the larger Des Plaines River Basin and encompasses approximately 31 square miles (20,107 acres) in north central Lake County. The natural landscape of the Mill Creek watershed is a complex of lakes, streams, wetlands, savannas, upland prairies, and woodlands. Mill Creek watershed is interspersed with farms, subdivisions, lake communities, commercial areas, area schools, College of Lake County, and recreation facilities.

## Mill Creek Watershed Lake County, Illinois



The Mill Creek watershed includes 38 miles of stream, more than 4,000 acres of wetland, 23 named lakes encompassing over 1,100 acres, and smaller ponds and unnamed water bodies make up another 218.5 acres.

Land use in the Mill Creek Watershed is a combination of rural and suburban, which is typical of Lake County, Illinois. Residential and open space/wetlands land use classes account for the greatest area of the watershed at 21% and 37%, respectively. Another substantial land use is agricultural at 18% of the watershed. The watershed includes 227 miles of roads.

Municipalities cover 12,840 acres, 64% of the watershed, including the Villages of Grayslake, Gurnee, Libertyville, Lindenhurst, Old Mill Creek, Round Lake Beach, Third Lake, and Wadsworth. Unincorporated areas, including Grandwood Park and Wildwood communities, cover 7,270 acres; 36% of the watershed.

The population of the Mill Creek Watershed is approximately 46,207, and approximately 16,500 jobs are located in the watershed (based on the 2010 decennial census).

# What is special about Mill Creek Watershed?



*Photos by Lake County Forest Preserve District from top to bottom - Rollins Savanna, Fourth Lake, Sedge Meadow*

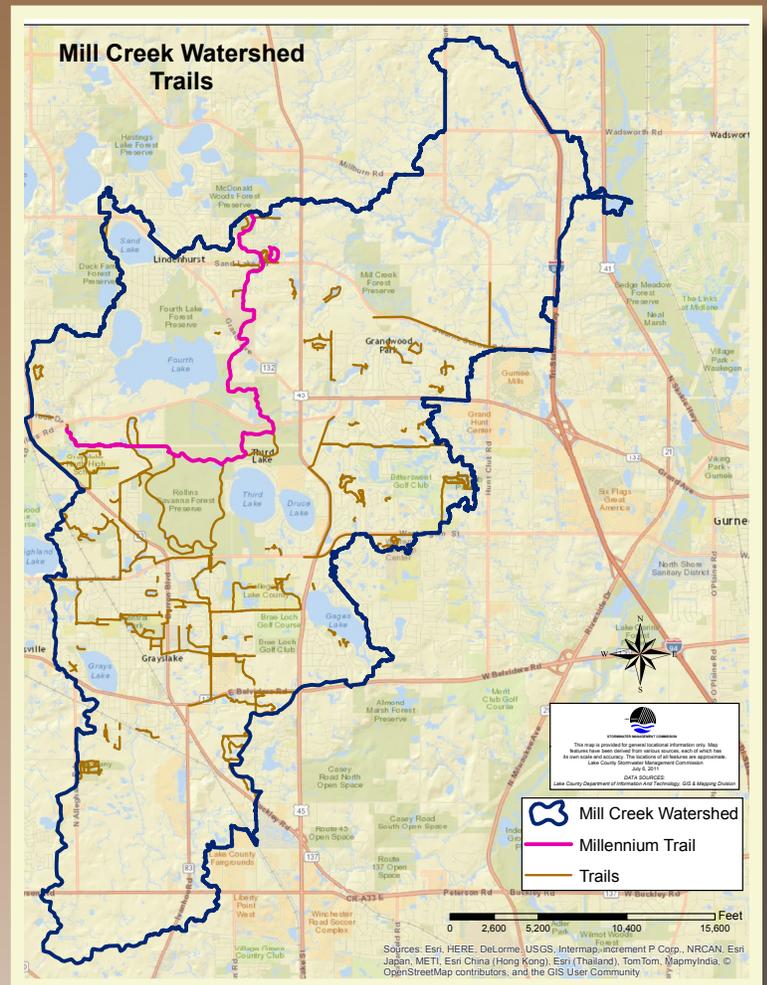
The Mill Creek Watershed is home to ecologically significant and protected areas providing habitat for threatened or endangered species, and features high-quality wetlands and natural areas. As of 2011, there were 22 threatened and endangered species, located in the watershed.

Ecologically significant and protected areas in the watershed include:

- 4,000 acres of wetlands of which 1,380 are high quality wetlands.
- Eight forest preserves totaling 2,721 acres.
- Rollins Savanna, the largest preserve in the watershed totaling 1,220 acres, is identified as an Important Bird Area by the National Audubon Society due to the large number of endangered yellow-headed blackbirds that live there.
- Fourth Lake Forest Preserve and its fen ecosystem are home to a variety of state threatened and endangered plant species. The calcareous floating mat is considered high quality and is one of ten of its kind and quality in the state.

## Trails

There are more than 44 miles of trails in the watershed offering recreational and alternative transportation benefits. Trails connect neighborhoods, parks, forest preserves and communities.



A portion of the Millennium Trail and Greenway runs through the Mill Creek Watershed. The Greenway will cover 35 miles when completed and currently covers approximately 25 miles, connecting local communities to forest preserves. The Millennium Trail extends through Rollins Savanna and Fourth Lake Fen Forest Preserves.

# What are the current challenges to watershed health?

## Watershed Threats

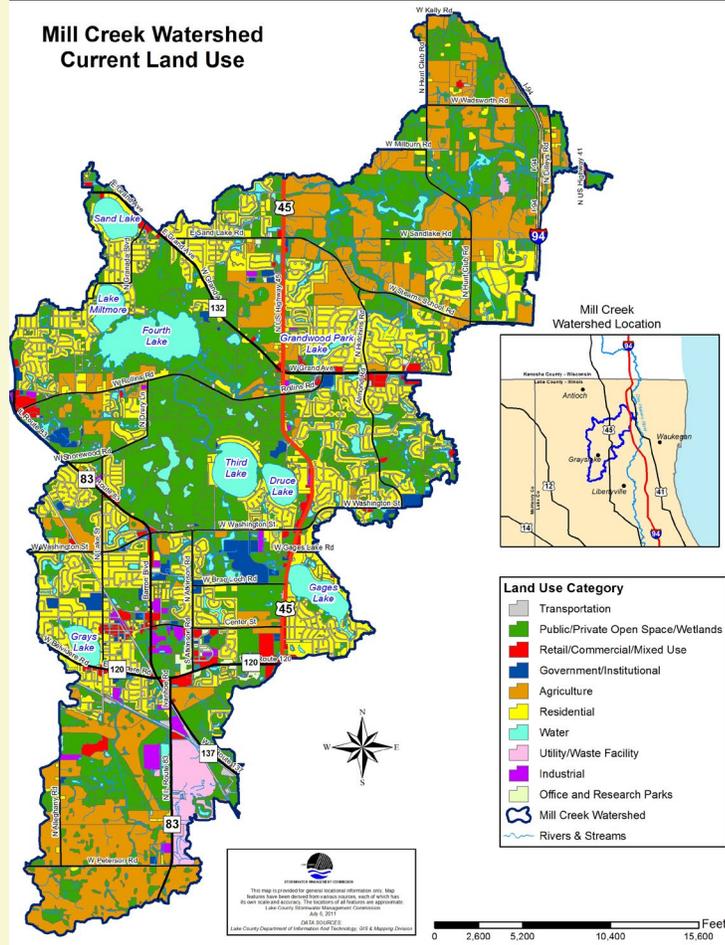
- Sediments from erosion, excess nutrients, and road salt are the biggest threats to water quality.
- Flooding is the number one natural hazard in Lake County. There are 31 known flood problem areas in the Mill Creek Watershed and an estimated 337 structures (residences, churches, businesses) are at risk of flooding due to their location in the 100-year floodplain.
- Stream channels are degrading due to erosion caused by excess stormwater discharges, channelization, and lack of maintenance.
- Lakes and streams are being damaged by increasing volumes of stormwater runoff, invasive aquatic species and pollution.
- Traditional development practices can create more stormwater runoff, increasing pollution, flood damage and loss of high quality natural resources.
- Without the inclusion of runoff reduction practices, conversion of open land and partially open land to impervious surfaces reduces the landscape's ability to absorb and filter stormwater.
- Roads tend to be a collection point for stormwater and generate disproportionately more runoff and pollution in suburbanized areas of the watershed.
- Many watershed stakeholders lack the knowledge, skills, and resources to address watershed issues.
- There isn't adequate communication, coordination, and collaboration among watershed jurisdictions to maintain/improve watershed health.



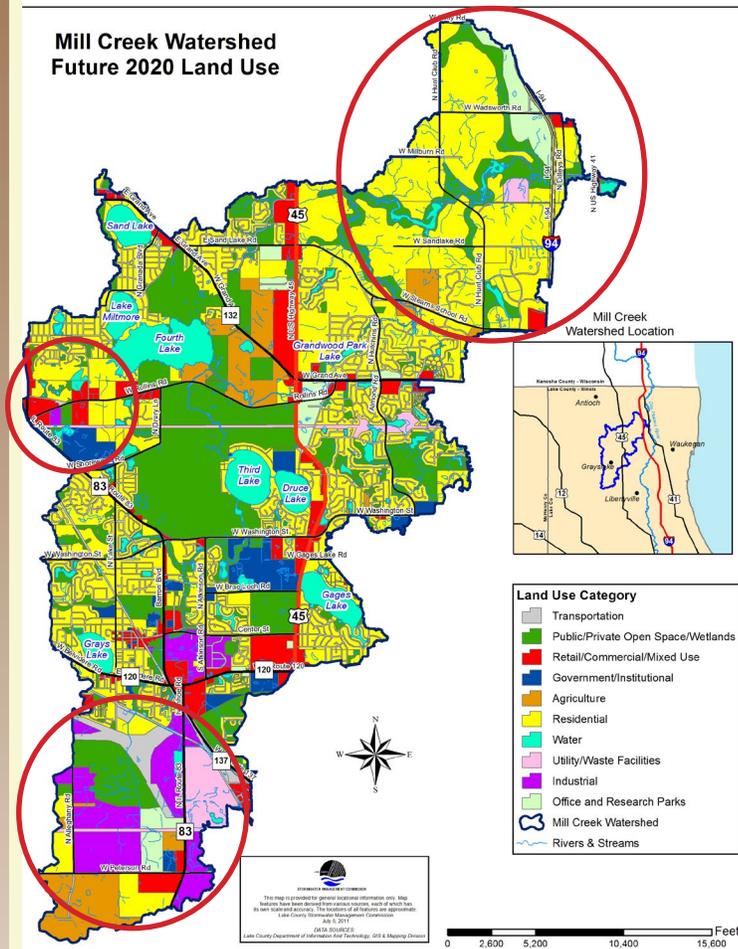
*Photos from top to bottom -  
Streambank Erosion,  
Channelization, and  
Algae Bloom*



### Mill Creek Watershed Current Land Use



### Mill Creek Watershed Future 2020 Land Use



*Circled areas on the future land use map indicate the most significant land use changes as reflected by community master plans.*

# More intense storms worsen flood damage

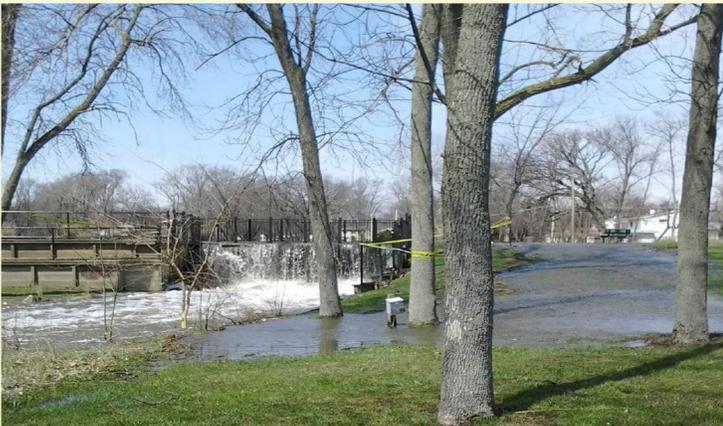
Recent flood events further exacerbated existing flood problem areas in the watershed. The federally-declared April 2013 flood impacted areas included Grandwood Park, Gurnee, Third Lake, Grayslake, Wadsworth, Lindenhurst, Wildwood/Gages Lake, and unincorporated areas of the county. A June 2013 flash flood event caused sanitary and storm sewer backs ups, and depressional and nuisance flooding.

With more frequent and higher intensity storm events, more erosion and flood damages occur on streambanks. The Mill Creek watershed stream inventory results assessed the degree of streambank erosion along the right and left banks (facing upstream) of streams within the Mill Creek Watershed. **The results indicate that nearly all the stream reaches are moderately or severely eroded, suggesting that the stream channel may be adjusting to overall changes in the watershed hydrology.**

Extent of Mill Creek Watershed Erosion:

- 7% of the banks were slightly eroded,
- 55% of the banks were moderately eroded,
- and 38% of the banks were severely eroded.

The severely eroded banks consisted of bare banks with rills and severe overhanging of vegetation, as well as, many exposed tree roots, fallen trees, and slumps or slips.



*Grandwood Park Lake overflowed its banks and over topped the Grandwood Park Dam as a result of the April 2013 flood event.*



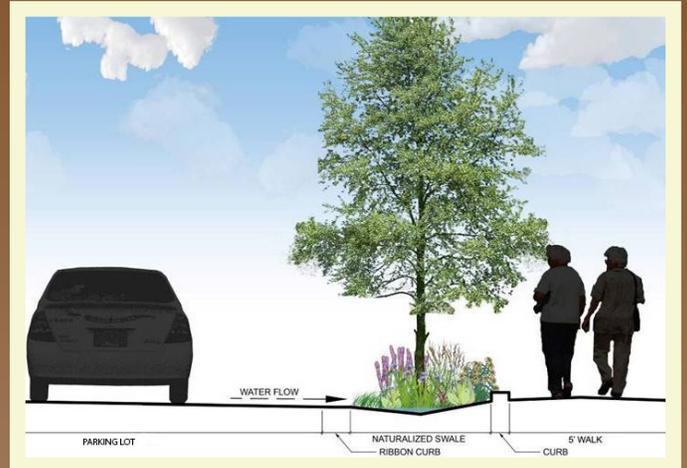
*This eroded streambank is an example of a stream/creek degradation (Mill Creek).*

# Good things are beginning to happen in the watershed

Watershed partners are taking the lead and moving forward with implementing best management projects and educational activities recommended in the watershed plan. Join the watershed team and take the lead on a project in your neighborhood.



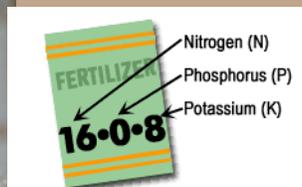
The Lake County Department of Public Work's Mill Creek Water Reclamation Facility treated effluent is tributary to Mill Creek. The facility was upgraded in fall of 2011 to include state of the art nutrient reduction technologies.



College of Lake County (CLC) will be installing parking lot bioswales to treat urban runoff (and reduce non-point source pollution) before the water flows into Willow Lake, the Avon-Freemont Ditch, then into Third Lake, before reaching Mill Creek

## Phosphorous Bans

Libertyville, Lindenhurst, and Gurnee have banned the use of fertilizer with phosphorous to prevent further negative impacts to watershed lakes, and health issues like Blue Green Algae.



(L-R) Grayslake residents Lori Rieth and Wendy Kotulla work with Lake County Health Department through the Volunteer Lake Monitoring program to monitor the water quality of Druce Lake. (Photo by John Konstantaras~For Sun-Times Media)

# Communities helping protect our watershed!

## Carillon North Wetland Restoration

The Carillon North wetland subcommittee of the retirement community's homeowner association chopped, hauled and stacked buckthorn encroaching on the community's 14-acre wetland. For many years, Carillon community volunteers, HOA Board members and the property management team have been focused on restoring the high quality 14-acre Drury Wetland and 2.75 acre prairie buffer around it, and improving stormwater management basins.

The community is already eco-friendly with native plant landscaping around the community's three ponds and prairie swale that runs through the community. Carillon North's buffer enhancement project won the 2010 Conservation and Native Landscaping award from Chicago Wilderness and U.S. EPA.



## Conservation @ Home - Land Conservation in Grayslake

As home to the 20-year-old nonprofit Conserve Lake County, is it any wonder Grayslake has emerged as an epicenter for the Chicago region's Conservation@Home program? The award-winning program supports homeowners and property managers who seek to incorporate eco-friendly practices into their landscaping and property management. Since 2011, when Conserve Lake County brought the program to the county, over 700 properties have enrolled, with Grayslake leading the way among municipalities with the highest levels of participation. Learn details at <http://www.conservelakecounty.org>.

The program features property appointments in which homeowners and managers receive personalized assessments and recommendations. Qualifying properties are certified. To support conservation in Grayslake, the Village recently began to partially reimburse residents who participate in the program. During appointments, property owners or managers walk their site with a certified sustainable landscape consultant and learn how to make better use of time and budgets while contributing to protection of Lake County's exceptional natural resources. They learn how to retain aesthetics and improve property values while making the landscape healthy for pets, people, songbirds and butterflies. They also learn about ecological treasures or invasive species that might exist on the property, and ways to approach water issues, healthy lawn care and landscaping with native trees, shrubs or other plants.



# *What communities can take the lead on for their watershed...?*



*Parking lot constructed with pervious pavement reduces stormwater runoff.*

- Consider pervious or permeable pavement as an alternative to impervious surfaces
- Monitor, and maintain stormwater detention facilities
- Remediate aging & failing sanitary sewer lines



- Incorporate naturalized drainage and native landscaping into building and roadway projects
- Preserve open space and wetland areas
- Stabilize eroding lake shorelines and detention basin shorelines
- Maintain, establish and expand native riparian buffers
- Restore stream channels, streambeds and aquatic habitat to a healthy condition
- Use less road salt and use alternative de-icers



*Depressed parking lot swales and pervious pavement are low impact development practices.*



- Promote watershed education
- Adopt the watershed plan
- Adopt low impact development standards

# What residents and businesses can do for their watershed?



*Grandwood park residents install a native plant buffer around Grandwood Lake*

- Establish/enhance native plant buffers along streams, wetlands, and lakes
- Consider having a flood insurance policy
- Convert large areas of lawns to native landscaping
- When using chemical treatments in your yard, apply only the recommended amount

- Use just enough road salt in the winter to keep high traffic areas free of ice
- Install a rain garden to capture rooftop runoff
- Discharge sump pumps and downspouts into lawns, rain gardens/ barrels, or infiltration basins



*Slightly depressed "Rain Gardens" infiltrate runoff from rooftops, lawn and paved areas.*



- Incorporating sustainable landscaping and certify your property with Conservation @ Home

- Keep your storm drain openings clear of debris, snow, and ice to prevent storm sewer backups



*To view the 2014 Mill Creek Watershed and Flood Mitigation Plan go to:*

<http://www.lakecountyil.gov/Stormwater/LakeCountyWatersheds/DesPlainesRiver/Pages/MillCreek.aspx>



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** **REPORT OF THE PLAN COMMISSION (PC 16-13, Site Plan Permit)**  
DPR Investments, LLC, Applicant  
844 E. Rockland Road

**Staff Recommendation to PC:** Approve Site Plan Permit.

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

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

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**Background:** At their meeting of May 23, 2016, the Plan Commission heard a request from Aldridge Electric for a Site Plan Permit in order to construct a parking lot expansion to include the addition of 52 parking spaces on the west of the building at Aldridge Electric at 844 E. Rockland Road. Currently, Aldridge has 150 parking spaces on the east side of their building. The proposed parking lot expansion will accommodate an interior office expansion that is currently underway and will be strictly utilized by passenger vehicles. No additional floor area is part of the interior office build-out. Access for this new parking area will come from the neighboring Bridge Development property via a previously established cross-access easement. Vehicles will not have access to or from Rockland Road from the expanded parking lot, but instead will come from Park Avenue by entering the Bridge Development property. The Plan Commission noted that no new additional traffic will access Rockland Road due to this parking lot expansion and that storm water management will be improved for that area. A motion to recommend Village Board of Trustees approval of the requested Site Plan Permit passed with a vote of 6 - 0.

Four positive votes are required for approval.

**REPORT OF THE PLAN COMMISSION**

**REPORT ON:** PC 16-13, DPR Investments, LLC

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

Pursuant to the **APPLICATION** of **DPR INVESTMENTS, LLC**, being the **OWNER** of real estate located at **844 E. ROCKLAND ROAD**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC MEETING** to consider the **APPLICATION FOR A SITE PLAN PERMIT IN ORDER TO CONSTRUCT A PARKING LOT EXPANSION FOR PROPERTY LOCATED IN AN O-2, OFFICE, MANUFACTURING AND DISTRIBUTION PARK DISTRICT, CHAPTER 26, SECTION 16-10**, 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 MEETING** was duly advertised on **MAY 7, 2016**, and held on **MAY 23, 2016**, at **7:05 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois.

At the **PUBLIC MEETING** 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, Angelo Zografos of Pearson, Brown & Associates, Inc., is requesting a Site Plan Permit in order to construct a parking lot expansion for property located in the O-2, Office, Manufacturing and Distribution Park District at Aldridge Electric Inc. at 844 East Rockland Road.

Aldridge Electric Inc. is located in a one story 65,210 square foot building on 11.8 acres of land. Access is currently taken from Rockland Road to the south. Aldridge is bounded by the Bridge Development and the Mungo facility to the north, single family homes to the south and west, and the Des Plaines River to the east. Currently Aldridge has 150 parking spaces on the east side of their building.

The proposed 52 parking space parking lot expansion is proposed along the west side of the building. The petitioner states that the parking addition is intended for an office expansion that is currently underway and will be strictly utilized by passenger vehicles. Access for this new parking area will come from the neighboring Bridge Development property via a previously established cross-access easement. Vehicles will not have access to or from Rockland Road from this lot, but instead will come from Park Avenue by entering the Bridge Development property, then traversing along the east side of the east building, and then entering the proposed lot from the north side of the Aldridge Electric lot from the Bridge Development parking lot, crossing the property line that separates the two facilities.

**Report of the Plan Commission, PC 16-13**

**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 SITE PLAN PERMIT IN ORDER TO CONSTRUCT A PARKING LOT EXPANSION FOR PROPERTY LOCATED IN AN O-2, OFFICE, MANUFACTURING AND DISTRIBUTION PARK DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. A PLAT OF DRAINAGE EASEMENT SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE VILLAGE OF LIBERTYVILLE ENGINEERING DIVISION AND THE VILLAGE WDO ENFORCEMENT OFFICER PRIOR TO THE ISSUANCE OF A SITE DEVELOPMENT PERMIT.**
- 2. A REQUEST FOR LETTER OF MAP AMENDMENT AND ELEVATION CERTIFICATE FOR THE EXISTING BUILDING ADJACENT TO THE PARKING LOT SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE VILLAGE OF LIBERTYVILLE WDO ENFORCEMENT OFFICER PRIOR TO THE ISSUANCE OF A SITE DEVELOPMENT PERMIT, AND THAT THE REQUEST FOR LETTER OF MAP AMENDMENT SHALL BE SUBMITTED TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UPON REVIEW AND APPROVAL BY THE ENFORCEMENT OFFICER.**

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

**AYES:** MOORE, COTEY, FLORES, OAKLEY, SCHULTZ, SEMMELMAN

**NAYS:** NONE

**ABSENT:** KRUMMICK

Respectfully Submitted, June 8, 2016.

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Chair, Plan Commission

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Secretary, Plan Commission

**Report of the Plan Commission, PC 16-13**

**EXHIBIT A**

Legal Description of the Property

PARCEL 1: THAT PART OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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 SAID 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 RAILROAD RIGHT-OF-WAY LINE, TO THE CENTERLINE OF THE DES PLAINES RIVER; THENCE SOUTHWESTERLY ALONG SAID RIVER CENTERLINE, TO THE POINT OF BEGINNING, ALSO BEING A POINT ON 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 SECTIONS 21 AND 22 ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1926 AS DOCUMENT NUMBER 271824; THENCE NORTH 81 DEGREES 44 MINUTES 32 SECONDS WEST, ALONG SAID PARALLEL LINE, 290.00 FEET, TO THE NORTHWEST CORNER OF PREMISES DESCRIBED IN DOCUMENT 687148; THENCE SOUTH 06 DEGREES 58 MINUTES 02 SECONDS WEST, ALONG THE WESTERLY LINE OF PREMISES DESCRIBED IN DOCUMENT 687148, 140.04 FEET, TO THE SOUTH LINE OF SAID LOT A; 69.79 FEET TO THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DOCUMENT 649149; THENCE NORTH 06 DEGREES 58 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF PREMISES DESCRIBED IN DOCUMENT 649149; 140.04 FEET, TO THE NORTHEAST CORNER OF SAID PREMISES DESCRIBED IN DOCUMENT 649149; THENCE NORTH 81 DEGREES 44 MINUTES 32 SECONDS WEST, MEASURED ON A LINE 140 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT A, ALONG THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 285.00 FEET TO THE NORTHWEST CORNER OF PREMISES DESCRIBED IN DOCUMENT 649145; THENCE SOUTH 06 DEGREES 58 MINUTES 02 SECONDS WEST, ALONG THE WESTERLY LINE OF PREMISES DESCRIBED IN DOCUMENT 649145, 140.04 FEET, TO THE SOUTH LINE OF LOT A; THENCE NORTH 81 DEGREES 44 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A, 50.00 FEET, TO THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DOCUMENT 649144; THENCE NORTH 06 DEGREES 58 MINUTES 02 SECONDS EAST, ALONG THE EASTERLY LINE OF PREMISES DESCRIBED IN DOCUMENT 649144, 140.04 FEET TO THE NORTHEAST CORNER OF SAID PREMISES DESCRIBED IN SAID DOCUMENT 649144; THENCE NORTH 81 DEGREES 44 MINUTES 32 SECONDS WEST, MEASURED ALONG A LINE 140 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT A, 140 FEET, TO A LINE 140 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT A; THENCE NORTH 06 DEGREES 57 MINUTES 09 SECONDS EAST, ALONG SAID PARALLEL LINE 420.72 FEET, TO A LINE 121.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE

**Report of the Plan Commission, PC 16-13**

OF SAID SUNNYSIDE PARK SUBDIVISION; THENCE SOUTH 82 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 65.53 FEET, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SUNNYSIDE PARK SUBDIVISION; THENCE NORTH 06 DEGREES 51 MINUTES 49 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE 47.38 FEET; THENCE SOUTH 82 DEGREES 53 MINUTES 38 SECONDS EAST, 938.66 FEET; THENCE SOUTH 17 DEGREES 29 MINUTES 37 SECONDS EAST, 349.05 FEET, TO SAID CENTERLINE OF THE DES PLAINES RIVER; THENCE SOUTH 67 DEGREES 21 MINUTES 27 SECONDS WEST, ALONG SAID CENTERLINE, 195.55 FEET; THENCE SOUTH 71 DEGREES 04 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID CENTERLINE, 160.00 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY GRANT OF EASEMENT AND RECORDED JANUARY 21, 2005 AS DOCUMENT 5721725.

**EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND PLAN COMMISSION MEETING MINUTES**

**April 18, 2016 Appearance Review Commission Meeting Minutes**

**ARC 16-20 Pearson, Brown & Associates, Inc., Authorized Agent for Stephen Aldridge  
844 E. Rockland Road**

**Request is for approval of new landscaping and lighting.**

Ms. Amy Olson, Olson Landscape Architecture, and Mr. Angelo Zografos, Pearson, Brown & Associates, presented new landscaping and lighting for a new parking lot at 844 W. Rockland Road.

Commissioner Chapin asked about the London Plane Tree proposed. He stated that they have large leaves that can clog sewers. Ms. Olson stated that they have a large, contained site and only one London Plane proposed.

Ms. Bye asked about the height of the proposed light poles. Mr. Zografos stated that they would be ten feet tall.

*Commissioner Seneczko made a motion, seconded by Commissioner Chapin, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new landscaping and lighting at 844 E. Rockland Road, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**Draft May 23, 2016, Plan Commission Meeting Minutes**

**PC 16-13 Pearson, Brown & Associates, Inc., Applicant  
844 E. Rockland Road**

**Request is for a Site Plan Permit in order to construct a parking lot expansion for property located in the O-2, Office, Manufacturing and Distribution Park District.**

Mr. David Smith, Senior Planner, introduced the requested Site Plan Permit to the Plan Commission. Mr. Smith stated that the petitioner, Angelo Zografos of Pearson, Brown & Associates, Inc. is requesting a Site Plan Permit in order to construct a parking lot expansion for property located in an O-2, Office, Manufacturing and Distribution Park District at Aldridge Electric Inc. at 844 East Rockland Road. Mr. Smith stated that the subject site is located on 11.8 acres of land and that the size of the land, being more than 10 acres, is what requires a Site Plan Permit to be reviewed and approved by the Plan Commission and Village Board of Trustees. Mr. Smith stated that that the proposed 52 parking space parking lot expansion is proposed along the west side of the building and that all other zoning regulations are being complied with.

Ms. Amy Olson, Olson Landscape Architecture, presented the petitioner's landscape plan. She

stated that the scope of work will require the relocation of one existing tree in addition to the other additional landscaping they are proposing to install.

Mr. Angelo Zografos, applicant and civil engineer for the parking lot project, stated the proposed parking lot improvement picks up the overland drainage to the west and will improve drainage for the residential properties to the west of the Aldridge Electric facility.

Commissioner Oakley stated that he is concerned about the additional traffic that will be pushed out to Route 176 via the Bridge 94 development parking lot and that a traffic study should be considered.

Mr. Zografos stated that the intent is to keep the additional traffic off of Rockland Road which is a more residential area.

Commissioner Cotey asked about the round-about at the end of the proposed parking lot. Mr. Zografos stated that as this parking lot is needed to address an interior tenant build-out and increase in staff, the round-about is intended to provide a more fluid traffic movement route on site and reduce the need of a three-point turn around.

Commissioner Schultz asked for additional detail about the exterior lighting. Mr. Zografos stated that the light pole standards will not exceed (10') ten feet in height.

Mr. John Spoden, Director of Community Development, stated that Staff will look for the light fixtures to have flat lenses with the lighting element recessed into the fixture in order to prohibit glare onto the adjacent properties.

Commissioner Schultz stated that he likes how the treatment of stormwater uses an infiltration system.

Mr. Zografos stated that the grading will channel the overland storm water away from the west property line and utilize an infiltration through stone system.

Chairman Moore asked the petitioner what he would like for the Plan Commission to do tonight. Mr. Zografos that he would like for the Plan Commission to render a positive recommendation to the Village Board of Trustees for their Site Plan Permit request.

*In the matter of PC 16-13, Commissioner Schultz moved, seconded by Commissioner Oakley, to recommend the Village Board of Trustees approve a Site Plan Permit in order to construct a parking lot expansion for property located in the O-2, Office, Manufacturing and Distribution Park District, subject to the following conditions:*

- 1. A Plat of Drainage Easement shall be submitted for review and approval by the Village of Libertyville Engineering Division and the Village WDO Enforcement Officer prior to the issuance of a Site Development Permit.*
- 2. A Request for Letter of Map Amendment and Elevation Certificate for the existing building adjacent to the parking lot shall be submitted for review and approval by the Village of Libertyville WDO Enforcement Officer prior to the issuance of a Site Development Permit,*

*and that the Request for Letter of Map Amendment shall be submitted to the Federal Emergency Management Agency upon review and approval by the Enforcement Officer.*

*Motion carried 6 - 0.*

*Ayes: Moore, Cotey, Flores, Oakley, Schultz, Semmelman*

*Nays: None*

*Absent: Krummick*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Request for an Amendment to the Planned Development Final Plan -  
Bridge Point 94 LLC, Applicant  
851-937 E. Park Avenue

**Staff Recommendation:** To approve amendment.

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

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**Background:** Bridge Point 94, LLC, is requesting an Amendment to the Planned Development Final Plan for their project located at 851-937 E. Park Avenue in order to construct an access drive at the south end of the property intended to accommodate the parking lot addition along the west side of the Aldridge Electric property. Design considerations for the access were previously made during the planning process for the Bridge Point development by reducing parking spaces and providing a cross-access easement between the Bridge Development property and the Aldridge Electric property. Minor landscape and tree relocation adjustments are proposed to accommodate the access drive between the two properties. Zoning Code Section 16-13.10.b states that the Board of Trustees may grant approval for an Amendment to the Planned Development Final Plan without a hearing upon finding that any changes in the Final Plan as approved will be in substantial conformity with said Final Plan. If the Board of Trustees finds the proposal is not in conformity the Final Plan, they can refer the item back to the Plan Commission.

Administrative Staff finds the proposal to be in substantial conformity with the Final Plan as a cross-access easement is already in place to accommodate the cross-access driveway and recommends that the Village Board approve the request.

The Appearance Review Commission has reviewed and recommended approval of the design aspects of the proposal. Four positive votes are required for approval.

**April 18, 2016, Appearance Review Commission Meeting Minutes**

**ARC 16-21 Pearson, Brown & Associates, Inc., Authorized Agent for Bridge Point 94 LLC  
851-937 E. Park Avenue**

**Request is for approval of new landscaping.**

Ms. Amy Olson, Olson Landscape Architecture, and Mr. Angelo Zografos, Pearson, Brown & Associates, presented new landscaping for a new drive at 851-937 E. Park Avenue.

Mr. Zografos stated that the easement for the parking lot access is already in place, but that approval is required from the Village Board and potentially the Plan Commission for the change to the site plan.

*Commissioner Meyer made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new landscaping at 851-937 E. Park Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** **REPORT OF THE PLAN COMMISSION (PC 16-14, Text Amendments Relating to Errors and Discrepancies)**  
Village of Libertyville, Applicant

**Staff Recommendation to PC:** Approve Text Amendments.

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

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

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**Background:** At their meeting of May 23, 2016, the Plan Commission held a public hearing to review proposed Zoning Code amendments by Village Staff in order to correct errors and clarify certain discrepancies within the Code. The proposed corrections and additions are found in the attached Plan Commission Report. A motion to recommend Village Board of Trustees approval of the proposed amendments passed with a vote of 6 - 0.

Four positive votes are required for approval.

## REPORT OF THE PLAN COMMISSION

**REPORT ON:** PC 16-14, 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 **VILLAGE OF LIBERTYVILLE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR TEXT AMENDMENTS TO THE LIBERTYVILLE ZONING CODE IN ORDER TO CORRECT ERRORS AND CLARIFY CERTAIN DISCREPANCIES WITHIN THE CODE, CHAPTER 26**, according to the provisions cited in the Libertyville Municipal code as amended.

The aforesaid **PUBLIC HEARING** was duly advertised on **MAY 7, 2016**, and held on **MAY 23, 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:***

Village Staff is proposing various Text Amendments to the Libertyville Zoning Code in order to correct errors and clarify certain discrepancies. Please note the following amendments:

- Insurance Carriers and Related Activities (NAICS Code 524) shall be added to the O-1 Professional Services Office District as Permitted Uses.
- Cut and Sew Apparel Contractors (NAICS Code 31521) shall be added to the C-1 Downtown Core Commercial District as Permitted Uses. This would accommodate such uses as Steve's Tailor Shop, Christine Anne Couture or other types of tailoring and seamstress type services that do more than repair but custom tailor whole garments such as dresses and suits.
- Corporate, Subsidiary, and Regional Managing Offices (NAICS Code 551114) shall be added to the C-1 Downtown Core Commercial District as Permitted Uses.
- Fitness and Recreational Sports Centers (NAICS Code 713940) but limited to Physical Fitness Studios as a Special Permitted Use in the C-3 General Commercial District.
- Physical Fitness Studios shall be defined in the Libertyville Zoning Code Definition Section as a space specifically designated for exercise, fitness training, and physical wellness activities. Also included are toilets, office, and general storage normally found in a Physical Fitness (Exercise Room) space to meet codes and regulations. Physical Fitness Studios do

## Report of the Plan Commission, PC 16-14

not include: high bay court games (basketball, racquetball), saunas, hot tubs, steam rooms, swimming pools, food preparation, and service or sporting goods retail.

- Sporting Goods, Hobby, Book and Music Stores (NAICS Code 451) as Permitted Uses in the C-1, C-2, C-3 and C-4 commercial districts but excluding Gun Shops (NAICS Code 451110) either as the principal or accessory use. Gun Shops (451110) currently listed as Special Permitted Use in C-3 commercial district will remain.
- Food Manufacturing (NAICS Code 311) as a Permitted Use in the I-3 General Industrial District. Exclude Animal Processing (3116)
- In Zoning Code Section 13-6 change the word “device” to “facility”.
- Sports and Recreation Instruction (NAICS Code 611620) as a Special Permitted Use in the C-2 commercial district.

### *Standards for Amendments:*

- The consistency of the proposed amendment with the purposes of this Code.* The proposed Zoning Code text amendments are consistent with the purposes of the Code.
- The existing uses and zoning classifications of properties in the vicinity of the subject property.* The proposed corrections and clarifications to the Zoning Code are appropriate for those existing zoning classifications currently in place.
- 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.* The various trends in development throughout the Village shall be appropriately addressed by the proposed Zoning Code text amendments.
- The extent to which the value of the subject property is diminished by its present zoning classification.* No such diminishment is expected from the proposed Zoning Code text amendments.
- The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* No such diminution is expected from the proposed Zoning Code text amendments.
- The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* The use and enjoyment of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.
- The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* The value of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.

## Report of the Plan Commission, PC 16-14

- h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* The future of orderly development of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.
- i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* The suitability of properties for uses permitted or specially permitted under their zoning classification shall not be adversely affected by the proposed Zoning Code text amendments.
- 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 availability of adequate ingress to and egress from properties and the extent to which traffic conditions within the vicinity of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.
- 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.* The availability of adequate utilities and essential public services to properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.
- 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.* The length of time, if any, that properties within the Village have been vacant, shall not be adversely affected by the proposed Zoning Code text amendments, in the context of the pace of future development of such properties.
- m. *The community need for the proposed amendment and for the uses and development it would allow.* The Village has identified a community need for the proposed Zoning Code text amendments.

**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 TEXT AMENDMENTS TO THE LIBERTYVILLE ZONING CODE IN ORDER TO CORRECT ERRORS AND CLARIFY CERTAIN DISCREPANCIES WITHIN THE CODE** be **APPROVED**.

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

**AYES:** MOORE, COTEY, FLORES, OAKLEY, SCHULTZ, SEMMELMAN

**NAYS:** NONE

**ABSENT:** KRUMMICK

**Report of the Plan Commission, PC 16-14**

Respectfully Submitted, June 8, 2016.

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Chair, Plan Commission

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Secretary, Plan Commission

## **EXCERPTS FROM PLAN COMMISSION MEETING MINUTES**

### **Draft May 23, 2016, Plan Commission Meeting Minutes**

#### **PC 16-14 Village of Libertyville, Applicant**

**Request is for Text Amendments to the Libertyville Zoning Code in order to correct errors and clarify certain discrepancies within the Code.**

Mr. David Smith, Senior Planner, introduced the proposed zoning code text amendments. He stated that Staff is proposing various Text Amendments to the Libertyville Zoning Code in order to correct errors and clarify certain discrepancies. Mr. Smith stated that the following amendments are proposed:

- Insurance Carriers and Related Activities (NAICS Code 524) shall be added to the O-1 Professional Services Office District as Permitted Uses.
- Cut and Sew Apparel Contractors (NAICS Code 31521) shall be added to the C-1 Downtown Core Commercial District as Permitted Uses. This would accommodate such uses as Steve's Tailor Shop, Christine Anne Couture, or other types of tailoring and seamstress type services that do more than repair, but custom tailor whole garments such as dresses and suits.
- Corporate, Subsidiary, and Regional Managing Offices (NAICS Code 551114) shall be added to the C-1 Downtown Core Commercial District as Permitted Uses.
- Fitness and Recreational Sports Centers (NAICS Code 713940), but limited to Physical Fitness Studios, as a Special Permitted Use in the C-3 General Commercial District.
- Physical Fitness Studios shall be defined in the Libertyville Zoning Code Definition Section as a space specifically designated for exercise, fitness training, and physical wellness activities. Also included are toilets, office, and general storage normally found in a Physical Fitness (Exercise Room) space to meet codes and regulations. Physical Fitness Studios do not include: high bay court games (basketball, racquetball), saunas, hot tubs, steam rooms, swimming pools, food preparation, and service or sporting goods retail.
- Sporting Goods, Hobby, Book and Music Stores (NAICS Code 451) as Permitted Uses in the C-1, C-2, C-3, and C-4 commercial districts, but excluding Gun Shops (NAICS Code 451110) either as the principal or accessory use. Gun Shops (451110) currently listed as Special Permitted Use in the C-3 Commercial District will remain.
- Food Manufacturing (NAICS Code 311) as a Permitted Use in the I-3 General Industrial District. Exclude Animal Processing (3116).
- In Zoning Code Section 13-6, change the word "device" to "facility".

- Sports and Recreation Instruction (NAICS Code 611620) as a Special Permitted Use in the C-2 Commercial District.

*In the matter of PC 16-14, Commissioner Semmelman moved, seconded by Commissioner Oakley, to recommend the Village Board of Trustees approve Text Amendments to the Libertyville Zoning Code in order to correct errors and clarify certain discrepancies within the Code.*

*Motion carried 6 - 0.*

*Ayes: Moore, Cotey, Flores, Oakley, Schultz, Semmelman*

*Nays: None*

*Absent: Krummick*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** **REPORT OF THE PLAN COMMISSION (PC 16-15, Text Amendment Relating to Parking Requirements in the C-1 District)**  
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

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**Background:** At their May 23, 2016 meeting, the Plan Commission gave consideration to a proposed text amendment to the Village of Libertyville Zoning Code in order to further regulate the parking requirements in the C-1, Downtown Core Commercial District by eliminating Section 10-1.2.d which exempts the first 1,500 square feet of floor area within any new building and the first 1,500 square feet of any new floor area added to any separately owned portion of any existing building in the C-1, Downtown Core Commercial District from the requirements for parking spaces and stacking spaces.

The Plan Commission discussed the benefits of keeping a smaller exemption and not totally eliminating it as it can allow building owners in the C-1 District to make minor upgrades to building facades and exteriors that they may not otherwise be able to do if this exemption was completely removed from the Zoning Code. The Plan Commission recommended that an exception of 100 square feet in lieu of the current 1,500 square feet be considered by the Village Board. All other text language in Zoning Code Section 10-1.2.d should remain unchanged. A motion to recommend Village Board of Trustees approval of the proposed amendment passed with a vote of 6 - 0.

Four positive votes are required for approval.

**REPORT OF THE PLAN COMMISSION**

**REPORT ON:** PC 16-15, 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 **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 10 OF THE LIBERTYVILLE ZONING CODE AS IT RELATES TO CERTAIN EXEMPTIONS FROM REQUIRED PARKING IN THE C-1, DOWNTOWN CORE COMMERCIAL DISTRICT, CHAPTER 26, SECTION 10**, according to the provisions cited in the Libertyville Municipal code as amended.

The aforesaid **PUBLIC HEARING** was duly advertised on **MAY 7, 2016**, and held on **MAY 23, 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:***

Village Staff is proposing a Text Amendment to the Libertyville Zoning Code in order to further regulate the parking requirements in the C-1, Downtown Core Commercial District by eliminating Section 10-1.2.d which states:

- d. Exception for the C-1 Downtown Core Commercial District. Notwithstanding any other provision of this Part A, and except as limited herein, the first one thousand five hundred (1,500) square feet of floor area within any new building and the first one thousand five hundred (1,500) square feet of any new floor area added to any separately owned portion of any existing building in the C-1 Downtown Core Commercial District, shall be exempt from the requirements for parking spaces and stacking spaces, unless otherwise specifically required by the Board of Trustees as a condition to the issuance of a special use permit. Only one such exemption will be allowed, within any calendar year, with respect to any new building under a single ownership or with respect to new floor area added to any separately owned portion of any existing building.

The Village of Libertyville has been impacted with parking issues within the core blocks of the downtown due to the economic success of the downtown. The elimination of the above text will help to mitigate this issue by requiring parking for construction of small additions.

During the course of the May 23, 2016 meeting, the Plan Commission discussed the benefits of keeping a smaller exemption and not totally eliminating it as it can allow building owners in the C-1 District to make minor upgrades to building facades and exteriors that they may not otherwise be able to do if this exemption was completely removed from the Zoning Code. An exception of 100

## Report of the Plan Commission, PC 16-15

square feet in lieu of the current 1,500 square feet was discussed and is the recommendation of the Plan Commission. All text in Zoning Code Section 10-1.2.d is to remain except that 1,500 square feet shall be changed to 100 square feet.

### *Standards for Amendments:*

- a. *The consistency of the proposed amendment with the purposes of this Code.* The proposed Zoning Code text amendment is consistent with the purposes of the Code.
- b. *The existing uses and zoning classifications of properties in the vicinity of the subject property.* The proposed text amendment to the Zoning Code is appropriate for those existing zoning classifications currently in place.
- 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.* The various trends in development throughout the C-1, Downtown Core Commercial District shall be appropriately addressed by the proposed Zoning Code text amendment.
- d. *The extent to which the value of the subject property is diminished by its present zoning classification.* No such diminishment is expected from the proposed Zoning Code text amendment.
- e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* No such diminution is expected from the proposed Zoning Code text amendment.
- f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* The use and enjoyment of properties within the Village's C-1 District shall not be adversely affected by the proposed Zoning Code text amendment.
- g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* The value of properties within the Village's C-1 District shall not be adversely affected by the proposed Zoning Code text amendment.
- h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* The future of orderly development of properties within the Village's C-1 District shall not be adversely affected by the proposed Zoning Code text amendment.
- i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* The suitability of properties for uses permitted or specially permitted under their zoning classification shall not be adversely affected by the proposed Zoning Code text amendment.

**Report of the Plan Commission, PC 16-15**

- 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 availability of adequate ingress to and egress from properties and the extent to which traffic conditions within the vicinity of properties within the Village's C-1 District shall not be adversely affected by the proposed Zoning Code text amendment.
- 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.* The availability of adequate utilities and essential public services to properties within the Village's C-1 District shall not be adversely affected by the proposed Zoning Code text amendment.
- 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.* The length of time, if any, that properties within the Village's C-1 District have been vacant, shall not be adversely affected by the proposed Zoning Code text amendment, in the context of the pace of future development of such properties.
- m. *The community need for the proposed amendment and for the uses and development it would allow.* The Village has identified a community need for the proposed Zoning Code text amendment.

**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 THE LIBERTYVILLE ZONING CODE SECTION 10-1.2.D TO CHANGE THE 1,500 SQUARE FOOT EXEMPTION TO A 100 SQUARE FOOT EXEMPTION BE APPROVED, AS FOLLOWS:**

**D. EXCEPTION FOR THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS PART A, AND EXCEPT AS LIMITED HEREIN, THE FIRST ONE HUNDRED (100) SQUARE FEET OF FLOOR AREA WITHIN ANY NEW BUILDING AND THE FIRST ONE HUNDRED (100) SQUARE FEET OF ANY NEW FLOOR AREA ADDED TO ANY SEPARATELY OWNED PORTION OF ANY EXISTING BUILDING IN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT, SHALL BE EXEMPT FROM THE REQUIREMENTS FOR PARKING SPACES AND STACKING SPACES, UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE BOARD OF TRUSTEES AS A CONDITION TO THE ISSUANCE OF A SPECIAL USE PERMIT. ONLY ONE SUCH EXEMPTION WILL BE ALLOWED, WITHIN ANY CALENDAR YEAR, WITH RESPECT TO ANY NEW BUILDING UNDER A SINGLE OWNERSHIP OR WITH RESPECT TO NEW FLOOR AREA ADDED TO ANY SEPARATELY OWNED PORTION OF ANY EXISTING BUILDING.

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

**Report of the Plan Commission, PC 16-15**

**AYES:** MOORE, COTEY, FLORES, OAKLEY, SCHULTZ, SEMMELMAN

**NAYS:** NONE

**ABSENT:** KRUMMICK

Respectfully Submitted, June 8, 2016.

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Chair, Plan Commission

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Secretary, Plan Commission

**EXCERPTS FROM PLAN COMMISSION MEETING MINUTES**

**Draft May 23, 2016, Plan Commission Meeting Minutes**

**PC 16-15 Village of Libertyville, Applicant**

**Request is for a Text Amendment to Section 10 of the Libertyville Zoning Code as it relates to certain exemptions from required parking in the C-1, Downtown Core Commercial District.**

Mr. John Spoden, Director of Community Development, introduced the proposed text amendment regarding exemptions to required parking for the C-1 Downtown Core Commercial District. He stated within the Zoning Code there are two types of economic incentives included. He stated that as it is currently written there is an allowance for small additions to buildings in the C-1 downtown and change land uses without the requirement for additional parking. He stated that the Village Board has asked Staff to look at these allowances, one of which is a proposed text amendment being introduced to the Plan Commission tonight. He stated that the item before the Plan Commission tonight is a proposal to change the Zoning Code text that allows up to the first one thousand five hundred (1,500) square feet of floor area within any new building and the first one thousand five hundred (1,500) square feet of any new floor area added to any separately owned portion of any existing building in the C-1 Downtown Core Commercial District to be exempt from the requirements for parking spaces. Mr. Spoden stated that the removal of this exemption is the proposed text amendment. He stated that if anyone is doing a building addition then they either need to provide the parking for it or pay a fee in lieu of the required parking.

Commissioner Schultz stated that he is concerned that the removal of this exemption would make it too onerous. He stated that perhaps the 1,500 square foot exemption could be changed to 500 square feet. He stated that consideration should be given to allowing a little room for appropriate architectural features for building remodeling or rehabs.

Commissioner Semmelman concurs with Commissioner Schultz and stated that some amount of square footage should remain.

Commissioner Oakley stated that he would support a 500 square foot exemption.

Commissioner Schultz stated that he is concerned about the property owner getting penalized when they are trying to upgrade their building. He stated that the Village should encourage facade improvements in the downtown.

Chairman Moore suggested that a modification to 100 square feet for the exemption could be considered and perhaps this would allow enough to incorporate certain changes to architectural features without giving too much interior floor area for additional dining room area in a restaurant.

*In the matter of PC 16-15, Commissioner Schultz moved, seconded by Commissioner Semmelman, to recommend the Village Board of Trustees approve a Text Amendment to the Libertyville Zoning*

Code Section 10-1.2.d to change the 1,500 square foot exemption to a 100 square foot exemption, as follows:

- d. Exception for the C-1 Downtown Core Commercial District. Notwithstanding any other provision of this Part A, and except as limited herein, the first **one hundred (100)** square feet of floor area within any new building and the first **one hundred (100)** square feet of any new floor area added to any separately owned portion of any existing building in the C-1 Downtown Core Commercial District, shall be exempt from the requirements for parking spaces and stacking spaces, unless otherwise specifically required by the Board of Trustees as a condition to the issuance of a special use permit. Only one such exemption will be allowed, within any calendar year, with respect to any new building under a single ownership or with respect to new floor area added to any separately owned portion of any existing building.

Motion carried 6 - 0.

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

Nays: None

Absent: Krummick



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** **REPORT OF THE PLAN COMMISSION (PC 15-27, Text Amendment Regarding Lot Coverage in Residential 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

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**Background:** At their May 23, 2016 meeting, the Plan Commission discussed a proposed Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in Residential Zoning Districts. While the Zoning Code currently contains provisions which regulate the percentage of overall lot coverage for residential properties, these provisions do not provide for specific limitations with respect to the amount of lot coverage permitted within front yards or corner side yards. As a result, residential lots have been developed which meet the overall lot coverage limitations, but include large driveways within the front and/or corner side yards. The Plan Commission recommended that in order to protect the integrity and aesthetics of the front yards and corner side yards of single family residences, driveway coverage and other hard surfaces should be regulated in terms of scope and size. The Plan Commission also noted that adopting these additional regulations would provide the secondary benefit of supporting proper storm water drainage in the yard area which will allow water to infiltrate into the sod and soil of the front and corner side yard instead of sheeting off excessive driveway surfaces into storm sewer systems that are sometimes overwhelmed in heavier storm events.

The proposed text amendment would leave the overall lot coverage requirement for a zoning lot unchanged, but would provide an additional layer of limitations by limiting lot coverage in the front yard and corner side yard areas. The amendment provides that the maximum percentage of lot coverage in these two yard areas will be the same percentage as the maximum lot coverage percentage which is applicable to the overall zoning lot. This amendment will be applied to all Single Family Detached Dwelling units in all of the residential zoning districts. A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0.

Four positive votes are required for approval.

**REPORT OF THE PLAN COMMISSION**

**REPORT ON:** PC 15-27, 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 **VILLAGE OF LIBERTYVILLE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A TEXT AMENDMENT TO THE LIBERTYVILLE ZONING CODE FOR BULK, SPACE, AND YARD REGULATION SECTIONS FOR ZONING DISTRICTS R-1 THROUGH R-8 TO BE APPLIED TO SINGLE FAMILY DETACHED DWELLING UNITS, CHAPTER 26, SECTION 4**, according to the provisions cited in the Libertyville Municipal code as amended.

The aforesaid **PUBLIC HEARING** was duly advertised on **NOVEMBER 28, 2015**, at **7:05 P.M.**, commencing on **DECEMBER 14, 2015**, and concluding on **MAY 23, 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:***

Village Staff is proposing a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in Residential Zoning Districts. Staff notes that in order to protect the integrity and aesthetics of the front yards of single family residences, driveway coverage and other hard surfaces should be regulated in terms of scope and size. The secondary benefit will also come in the form of supporting proper storm water drainage in the yard area where it can infiltrate into the sod and soil of the front yard instead of sheeting off excessive driveway surfaces into storm sewer systems that are sometimes overwhelmed in heavier storm events.

Staff would like to discuss possible changes to the ordinance to include the following for any single family dwelling, single family attached dwelling, and any two family dwelling.

- The maximum allowed lot coverage percentage permitted for a lot shall be the same maximum allowed percentage for the area located between the front building line and the front property line.
- The maximum allowed lot coverage percentage permitted for a lot shall be the same maximum allowed percentage for the area located between the corner building line and the corner property line.

***Standards for Amendments:***

- a. *The consistency of the proposed amendment with the purposes of this Code.* The proposed Zoning Code text amendments are consistent with the purposes of the Code.

## Report of the Plan Commission, PC 15-27

- b. *The existing uses and zoning classifications of properties in the vicinity of the subject property. The propose Zoning Code text amendments are appropriate for those existing zoning classifications currently in place.*
- 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. The various trends in development throughout the Village shall be appropriately addressed by the proposed Zoning Code text amendments.*
- d. *The extent to which the value of the subject property is diminished by its present zoning classification. No such diminishment is expected from the proposed Zoning Code text amendments.*
- e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare. No such diminution is expected from the proposed Zoning Code text amendments.*
- f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment. The use and enjoyment of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.*
- g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment. The value of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.*
- h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment. The future of orderly development of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.*
- i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification. The suitability of properties for uses permitted or specially permitted under their zoning classification shall not be adversely affected by the proposed Zoning Code text amendments.*
- 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 availability of adequate ingress to and egress from properties and the extent to which traffic conditions within the vicinity of properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.*
- 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. The availability of adequate utilities and essential public services to*

**Report of the Plan Commission, PC 15-27**

properties within the Village shall not be adversely affected by the proposed Zoning Code text amendments.

1. *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.* The length of time, if any, that properties within the Village have been vacant, shall not be adversely affected by the proposed Zoning Code text amendments, in the context of the pace of future development of such properties.
  
- m. *The community need for the proposed amendment and for the uses and development it would allow.* The Village has identified a community need for the proposed Zoning Code text amendments.

**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 THE LIBERTYVILLE ZONING CODE FOR BULK, SPACE, AND YARD REGULATION SECTIONS FOR ZONING DISTRICTS R-1 THROUGH R-8 TO BE APPLIED TO SINGLE FAMILY DETACHED DWELLING UNITS** be **APPROVED, TO INCLUDE THE FOLLOWING:**

1. **THE MAXIMUM PERCENTAGE OF LOT COVERAGE ALLOWED WITH RESPECT TO AREA LOCATED BETWEEN THE FRONT BUILDING LINE OF A ZONING LOT AND THE FRONT PROPERTY LINE OF SUCH ZONING LOT SHALL BE THE SAME MAXIMUM PERCENTAGE OF LOT COVERAGE SET FORTH IN THIS CODE WHICH IS APPLICABLE TO THE OVERALL ZONING LOT.**
2. **THE MAXIMUM PERCENTAGE OF LOT COVERAGE ALLOWED WITH RESPECT TO AREA LOCATED BETWEEN THE CORNER BUILDING LINE OF A ZONING LOT AND THE CORNER PROPERTY LINE OF SUCH ZONING LOT SHALL BE THE SAME MAXIMUM PERCENTAGE OF LOT COVERAGE SET FORTH IN THIS CODE WHICH IS APPLICABLE TO THE OVERALL ZONING LOT.**

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

**AYES:** MOORE, COTEY, FLORES, OAKLEY, SCHULTZ, SEMMELMAN

**NAYS:** NONE

**ABSENT:** KRUMMICK

**Report of the Plan Commission, PC 15-27**

Respectfully Submitted, June 8, 2016.

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Chair, Plan Commission

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Secretary, Plan Commission

**EXCERPTS FROM PLAN COMMISSION MEETING MINUTES**

**Draft May 23, 2016, Plan Commission Meeting Minutes**

**PC 15-27 Village of Libertyville, Applicant**

**Request is for a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in residential zoning districts.**

Mr. John Spoden, Director of Community Development, presented the request for the text amendment. Mr. Spoden stated that the Village Board had requested that Staff and the Plan Commission review the lot coverage requirements as it relates to the front yards. He stated that there has been a recent trend, especially with tear downs, for an increase in lot coverage in the front yard. He stated that the Zoning Code currently regulates the lot coverage requirement as it applies to the lot as a whole, but not in the front yard separately.

Mr. Spoden stated that recent applications for new single family development have included excessive front yard lot coverage due to circular driveways, double curb cuts, etc. He stated that this trend has had an impact on the character in the older neighborhoods.

Mr. Spoden stated that after further review by Staff, they have decided to make a recommendation to the Plan Commission by using a percentage requirement. He stated that the proposal is that if the overall lot coverage is 40%, then that same percentage is applied towards the front yard.

Mr. Spoden stated that the area of focus as part of the proposed text amendment is proposed to be between the front building line and the front property line.

Mr. David Pardys, Village Attorney, stated that there has been further modification to the proposed text amendment since the distribution of the Staff report. He stated that this was done in order to help alleviate any confusion. Mr. Pardys read his amended version of the proposed text amendment as follows:

“The maximum percentage of lot coverage allowed with respect to area located between the front building line of a zoning lot and the front property line of such zoning lot shall be the same maximum percentage of lot coverage set forth in this Code which is applicable to the overall zoning lot.”

Commissioner Semmelman asked how this amendment is applied to the corner side yard. Mr. Spoden stated that the language would be applied in a similar fashion for the corner side yard lot area. He stated that consideration could be given to the front yard area only at this time.

Commissioner Semmelman stated that it is confusing to include both front and corner side yard areas and that it might be better to only have one paragraph not two.

Chairman Moore asked why Staff gave consideration to the corner side yard area.

Commissioner Semmelman stated that there could be driveways in the corner side yard area. He stated that the Plan Commission can revisit this aspect if the corner side yard becomes an issue. He stated that he is concerned about how both the front and corner yards would be impacted.

Chairman Moore stated that there is still the maximum permitted lot coverage that is applied to the overall lot.

Commissioner Semmelman stated that he concurs with the new text amendment being applied to both the front and corner yards, but cautions that it could be confusing without some sort of diagram in the Zoning Code Appendix to depict the Code amendment.

Commissioner Schultz asked for clarification as to what the front building line means. Mr. Spoden stated that it is measured from the structure.

Commissioner Flores asked for clarification regarding how this amendment might apply to the houses built on Appley in the case where the garage is closer to the front property line than the house. Mr. Spoden stated that if the garage is attached to the house then the measurement is taken from the point of the structure that is closest to the front property line.

Commissioner Flores stated that she thought that 40% was too low.

Commissioner Schultz stated that when this was discussed last time that it was conveyed that the 40% mark was an acceptable amount.

Mr. Spoden stated that Staff reviewed over 18 properties and all but the property on Appley that has been discussed fell well below the proposed percentage. He stated that the average appears to be in the 30% range.

Commissioner Schultz stated that going to 40% or above is extreme. He stated that that is a lot of concrete.

Commissioner Flores stated that she is concerned about those lots that are short and narrow.

Commissioner Cotey stated that he is uncertain as to where the proposed text amendment would fit into the Zoning Code.

Mr. Spoden stated that this amendment would be inserted into each residential zoning district section of the Code.

Chairman Moore stated that the proposed percentage should match what the percentage required for the entire zoning lot for both the front and corner yards with both separate from each other in format. He requested that the Village Attorney and Village Staff finalize the draft language for the text amendment, as discussed.

*In the matter of PC 15-27, Commissioner Semmelman moved, seconded by Commissioner Schultz, to recommend the Village Board of Trustees approve a Text Amendment to the Libertyville Zoning*

Code for bulk, space, and yard regulation sections for Zoning Districts R-1 through R-8 to be applied to single family detached dwelling units to include the following:

1. The maximum percentage of lot coverage allowed with respect to area located between the front building line of a zoning lot and the front property line of such zoning lot shall be the same maximum percentage of lot coverage set forth in this Code which is applicable to the overall zoning lot.
2. The maximum percentage of lot coverage allowed with respect to area located between the corner building line of a zoning lot and the corner property line of such zoning lot shall be the same maximum percentage of lot coverage set forth in this Code which is applicable to the overall zoning lot.

Motion carried 6 - 0.

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

#### **April 25, 2016, Plan Commission Meeting Minutes**

##### **PC 15-27 Village of Libertyville, Applicant**

**Request is for a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in residential zoning districts.**

*In the matter of PC 15-27, Commissioner Krummick moved, seconded by Commissioner Schultz, to continue this item to the May 23, 2016, Plan Commission meeting.*

Motion carried 5 - 0.

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

#### **March 28, 2016, Plan Commission Meeting Minutes**

##### **PC 15-27 Village of Libertyville, Applicant**

**Request is for a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in residential zoning districts.**

Mr. John Spoden, Director of Community Development, stated that this item was continued to tonight's meeting agenda, in part, because it was considered important to have both the Chairman and Vice Chairman present at the meeting to discuss the proposed text amendment. Mr. Spoden stated that this lot coverage issue has much to do with the front yard, design, run-off, among other issues. He stated that several challenges on this issue came down to Staff from the Village Board, in

particular it is regarding the designs of front yards. He stated that a traditional front yard would be comprised of a driveway and a sidewalk and not much of anything else. He stated that more recently as the Village's 50 foot wide lots have been re-developed with two curb cuts, larger turn-around areas and areas to park cars in front of homes. He stated that Staff is seeing this trend happening on the deeper lots such as the ones along Apply Avenue.

Mr. Spoden stated that Staff researched this by looking at other communities, but this effort did not produce any usable information. He stated that Staff examined both a percentage already applied to the whole lot to be applied to the front yard area and reviewed several single family lots, and determined that driveway coverages in the front yard are typically under 1/3 the whole front yard area.

Commissioner Semmelman asked for clarification of the definition of front yard line. Mr. David Smith, Senior Planner, stated that the front yard by Zoning Code definition is a yard extending between the side lot lines of a lot or between the side lot line and the corner side lot line of a lot, and between the front lot line and the front yard line and that the yard line is a line drawn parallel to a lot line at a distance therefrom equal to the minimum depth or width of the yard required along such lot line by this Code.

Mr. Spoden stated that the house could be setback further.

Commissioner Krummick asked if the proposed lot area regulation applies to the front yard area or between the front property line and the building line regardless of where the house is set back. Mr. Smith stated that the proposed text amendment contemplates a manageable and measurable regulation as it covers only the front yard area, not the area between the front property line and the front building line.

Chairman Moore asked which districts and housing type does the proposed text amendment cover. Mr. Smith stated that it is intended for all single family detached, single family attached, and two-family dwelling units. He stated that it would not apply to apartment buildings.

Chairman Moore stated that he is concerned about an increase in variation requests as a result of adding another layer of regulating lot coverage.

Mr. Smith stated that he is not as concerned about the additional variations due to how the text amendment is structured. He stated that 1/3 of the front yard is fairly liberal. He stated that he has reviewed several single family properties and most of them can easily accommodate 10 foot wide driveways and be well below the 1/3 limit.

Commissioner Schultz stated that the 1/3 restriction may not permit a double lane driveway width.

Commissioner Flores stated that she understands why this text amendment is proposed and that she is familiar with the property located at 234 Apply Avenue and stated that its front yard coverage may be as high as 80%. She stated that the intent should be to avoid the extremes and would be supportive of the maximum coverage in the front yard could be higher than the proposed 1/3, maybe as high as 50%. She stated that enough space should be available for the double wide driveway and

sidewalk, but not too much that would allow the extreme cases such as the example at 234 Apply Avenue.

Commissioner Krummick stated that consideration could be given to incorporating certain exceptions in conjunction with the 1/3 rule.

Mr. Spoden stated that to incorporate any exceptions would make it extremely difficult to regulate.

Commissioner Flores stated that most residents do have a driveway in the front and that it is common for many families to have three (3) cars and it would not be desirable to have them in the street.

Commissioner Schultz stated that if the 1/3 area was increased to 1/2 area then it would allow for a double wide driveway and sidewalk in the front yard.

Commissioner Oakley asked if there are cases where the circular driveways create a problem. Mr. Smith stated that in most cases the circular drive or horse shoe shaped drive with two curb cuts did not typically cause a front or corner side yard lot coverage problem.

Mr. Spoden stated that a large allowance of lot coverage such as 50% could provide the area needed for most front yard driveways while providing the appropriate limits on the extreme cases.

Commissioner Krummick stated that this proposal seems to be intended to address the extreme cases of homeowners covering too much area in their front yards.

Commissioner Schultz stated that 50% may seem too aggressive and suggested a middle ground such as 40% maximum allowed lot coverage in the front yard.

Commissioner Flores stated that perhaps the 40% limit, not including the sidewalk, is appropriate.

Commissioner Schultz stated that consideration should be given to counting all hard surfaces as lot coverage in the front yard as it seems difficult to exclude the sidewalks.

Mr. Spoden stated that one of the initial ideas that Staff examined was applying the lot coverage percentage required for the whole lot to the front yard area. He stated that, for example, if the maximum lot coverage for the whole lot is 45%, then that percentage of 45% could be applied to the front yard area. He stated that this might resolve the issue of 1/3 not being enough and 50% being too much.

Commissioner Oakley asked how handicap accessibility would be addressed with the change in lot coverage regulation. Mr. Spoden stated that for a commercial parking lot a handicap parking space is 16 feet wide and wouldn't necessarily be considered for a single family residential lot.

Commissioner Schultz asked how shared drives would be impacted by this issue. Mr. Smith stated that regardless of whether or not a driveway straddles a shared property line, the lot coverage would only be calculated for the front yard of a lot.

Chairman Moore stated that he is concerned about additional variations in the future if this regulation gets approved. He stated that applicants for such variations would have to demonstrated that there is a hardship in meeting the regulation.

Mr. David Pardys, Village Attorney, stated that every time an amendment is passed, it is done with an expectation that the Plan Commission has anticipated all the needs that have come from prior requests for variations. He stated that the forethought implies that it is intended to reduce the number of future variations.

Chairman Moore stated that this is a new element to the Code and that makes it more important to accommodate the homeowner's scope of work in their front yard as much as possible while minimizing the future number of variation requests, all the while addressing those circumstances whereby too much coverage in the front yard is proposed.

Chairman Moore stated that this proposed amendment is adding another layer to an already existing lot coverage regulation for the whole lot.

Mr. Spoden stated that the intent is to stop the extreme cases.

Commissioner Flores stated that she would like to know how many lots have front yard coverage that is greater than 1/3 of their front yard.

Commissioner Schultz stated that the proposal as currently presented is limited to driveways. He stated that consideration should be given to include all impervious surfaces in the front yard include sidewalks, patios, etc. He stated that he supports matching the maximum allowed percentage of front yard coverage with the same percentage allowed for the whole lot.

Chairman Moore stated that for most single family properties, the driveway width is usually no wider than the garage. He stated that consideration should be given to regulating the front yard for those properties in which the paving exceeds the width of the garage.

Commissioner Flores stated that Chairman Moore's proposal does not address the additional turn-around or back up areas that stem off the straight driveway.

Commissioner Schultz stated that there may be many cases where vehicular movement on the property may need to make three point turns in order to execute ingress/egress to and from the street.

Commissioner Krummick stated the typical driveway improvement usually includes a two car garage, sometimes side-loaded, and sometimes with a pad for basketball court. He said that it seems like many homeowners are loading up the front yard with these improvements. He stated that even though the intent of the Village should not be to infringe upon homeowners to acquire these improvements, he stated that with the tear downs, these improvements become a problem.

Mr. Smith stated that the property at 234 Apply Avenue ended up with front yard lot coverage for just the driveway at approximately 55%.

Mr. Chung stated that the property at 234 Apply included the u-shaped double curb-cut driveway.

Chairman Moore stated that the Plan Commission has discussed 50% being the cut-off, but that was discarded at this point. He stated that a lower number may make sense. He stated that 33% as previously discussed may be too small of a number.

Mr. Smith stated that whatever the percentage is that is proposed it should include all impervious coverage, not just the driveways. He stated that by doing so helps to alleviate potential for confusion or misinterpretation of what should be considered a driveway versus what is a sidewalk, etc.

Commissioner Schultz stated that he would be supportive of a text amendment that is in line with the existing lot coverage percentages already established in the Zoning Code for the whole lot to be applied to the front yard.

Chairman Moore stated that this may be a simplified approach to regulating the lot coverage in the front yard.

Mr. Spoden stated that it might be more appropriate if Staff went back to do the analysis and come back to the Plan Commission with a solid recommendation.

*In the matter of PC 15-27, Commissioner Oakley moved, seconded by Commissioner Flores, to continue this item to the April 25, 2016, Plan Commission meeting.*

*Motion carried 7 - 0.*

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

*Nays: None*

*Absent: None*

### **March 14, 2016, Plan Commission Meeting Minutes**

#### **PC 15-27 Village of Libertyville, Applicant**

**Request is for a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in residential zoning districts.**

*In the matter of PC 15-27, 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*

**February 22, 2016, Plan Commission Meeting Minutes**

**PC 15-27 Village of Libertyville, Applicant**

**Request is for a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in residential zoning districts.**

*In the matter of PC 15-27, Commissioner Oakley moved, seconded by Commissioner Cotey, to continue this item to the March 14, 2016, Plan Commission meeting.*

*Motion carried 5 - 0.*

*Ayes: Moore, Cotey, Flores, Oakley, Semmelman*

*Nays: None*

*Absent: Krummick, Schultz*

**December 14, 2015, Plan Commission Meeting Minutes**

**PC 15-27 Village of Libertyville, Applicant**

**Request is for a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in residential zoning districts.**

Mr. John Spoden, Director of Community Development, introduced the proposed text amendment to the Zoning Code. Mr. Spoden stated that Staff is proposing a Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in Residential Zoning Districts. Mr. Spoden stated that in order to protect the integrity and aesthetics of the front yards of single family residences, driveway coverage should be regulated in terms of scope and size. Mr. Spoden stated that the secondary benefit will also come in the form of supporting proper storm water drainage in the yard area where it can infiltrate into the sod and soil of the front yard instead of sheeting off excessive driveway surfaces into storm sewer systems that are sometimes overwhelmed in heavier storm events.

Mr. Spoden stated that Staff would like to discuss possible changes to the ordinance to include the following for any single family dwelling, single family attached dwelling, and any two family dwelling.

- The maximum lot coverage by a driveway between the front building line and the front property line shall not exceed 1/3 of that area.
- In those cases where the driveway crosses the corner side yard and accesses the street through the corner side property line, the maximum lot coverage by a driveway between the corner side building line and the corner side property line shall not 1/3 of that area.
- Determine a minimum lot width to allow two curb cuts.

Commissioner Schultz asked if other communities were surveyed in order to see how they addressed this issue. Mr. Spoden stated that they have not yet surveyed other communities as of yet, but they can do that.

Chairman Moore stated that he supports the idea of limiting the number of curb cuts for driveways.

Commissioner Flores stated that she supports the idea of limiting the number of curb cuts for driveways.

Commissioner Krummick stated that over-paving front yards looks bad.

Mr. Spoden stated that the intent tonight was to start the conversation on this issue, but can come back with a more definitive proposal and requested a continuance to February 2016.

*In the matter of PC 15-27, Commissioner Semmelman moved, seconded by Commissioner Schultz, to continue this item to the February 22, 2016, Plan Commission meeting.*

*Motion carried 7 - 0.*

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance: Amend 2015-2016 Village Budget

**Staff Recommendation:** Adopt Ordinance

**Staff Contact:** Patrice Sutton, Director of Finance

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**Background:** Throughout the 2015 - 2016 fiscal year, certain unanticipated expenses have exceeded Department and/or Fund budgets. These overages have been previously approved by the Village Board with the understanding that the Budget would be amended at the end of the fiscal year to account for these items.

The budget amendments are due to the following:

- \$3 million General Fund transfer to the Capital Projects Fund, Police Pension, Fire Pension and IMRF Pension
- \$56,950 in additional economic incentives due to better than expected sales
- Slight overage (\$1,000) in asphalt resurfacing in the Motor Fuel Tax Fund
- \$150,226 in Motorola radio replacements in the ETSB Fund in a planned effort to modernize equipment and deplete the Fund's balances prior to consolidation
- \$44,000 for backboards and a cardiac monitor funded by offsetting donation revenue to the Fire Fund
- \$217,993 for unanticipated closing costs and environmental escrow related to the sale of the Bolander property in the Park Improvement Fund
- \$421,500 in loss on sale of investments in the Police Pension Fund, which is offset by higher than budgeted revenue (resulting in a net gain)
- \$147,000 for unbudgeted retiree expenses in the Firefighters Pension Fund

As a result of these changes, the authorized budgeted expenditures increased \$4,038,669, from \$63,945,260 to \$67,983,929 for the 2015-2016 fiscal year. Additional revenues above budget or existing fund balances totaling \$4,038,669 will be utilized to cover the amended budget amounts. The total actual expenditures of \$59,473,902 are \$8,510,027 below the amended budget.

The attached ordinance is in compliance with the requirements set forth in the Budget Officer Act. The Administrative Staff recommends the Village Board adopt the attached ordinance. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2015-2016 FOR 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 2015 AND ENDING ON THE THIRTIETH DAY OF APRIL 2016

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Adopted by the  
President and Board of Trustees  
of  
the Village of Libertyville  
this 14<sup>th</sup> day of June, 2016

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Published in pamphlet form by  
direction and authority of the  
Village of Libertyville  
Lake County, Illinois  
this 15<sup>th</sup> day of June, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2015-2016 FOR 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 2015 AND ENDING ON THE THIRTIETH DAY OF APRIL 2016

WHEREAS, on April 28, 2015, the Annual Budget for Fiscal Year 2015-2016 was adopted and approved by Ordinance 15-0-36, in accordance with the Budget Officer System adopted by Libertyville Ordinance No. 91-0-67; and

WHEREAS, it has been determined that certain revisions to the Annual Budget for Fiscal Year 2015-2016 are necessary to adjust for additional expenses which were not anticipated at the time that the Annual Budget for Fiscal Year 2015-2016 was adopted, and

WHEREAS, 65 ILCS 5/8-2-9.6 permits the corporate authorities of the Village of Libertyville to make such revisions to the Annual Budget for Fiscal Year 2015-2016 upon a two-thirds vote of the corporate authorities.

WHEREAS, the President and Board of Trustees believe it is in the best interest of the Village of Libertyville to revise the Annual Budget for Fiscal Year 2015-2016 to reflect such budget adjustments, as set forth in this ordinance;

WHEREAS, all of the adjustments to the Annual Budget for Fiscal Year 2015-2016, contemplated by this ordinance contain sufficient funds to effectuate the purpose of the proposed revisions.

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 2015 and ending on the thirtieth day of April 2016, as presented to the President and Board of Trustees of the Village of Libertyville on April 28, 2015, is hereby amended and revised and incorporated herein by this reference and made a part hereof and is hereby adopted.

SECTION THREE: Pursuant to Section 8-2-9.6 of the Illinois Municipal Code, (65 ILCS 5/8-2-9.4), the original budget shall be and hereby is amended and 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:

	Original Budget	Fiscal Year 15-16 Amendment	Fiscal Year 15-16 Amended Budget
Administration	\$1,332,405	\$1,710,000	\$3,042,405
Engineering	\$274,080	\$0	\$274,080
Community Development	\$1,982,180	\$56,950	\$2,039,130
Police	\$8,207,125	\$825,000	\$9,032,125
Emergency Management Agency	\$44,625	\$0	\$44,625
Swimming Pool Operations	\$365,060	\$0	\$365,060
Golf Course	\$27,095	\$0	\$27,095
Senior Programs	\$56,135	\$0	\$56,135
Public Buildings	\$113,100	\$0	\$113,100
Legislative Boards	\$126,600	\$0	\$126,600
CBD Parking	\$117,285	\$0	\$117,285
Legal	\$406,000	\$0	\$406,000
Community Organizations	\$191,595	\$0	\$191,595
Total Corporate Fund	<u>\$13,243,285</u>	<u>\$2,591,950</u>	<u>\$15,835,235</u>
For Fire Protection:			
Ambulance	\$4,919,899	\$302,250	\$5,222,149
Fire Protection	<u>\$2,649,176</u>	<u>\$162,750</u>	<u>\$2,811,926</u>
Total Fire Protection	<u>\$7,569,075</u>	<u>\$465,000</u>	<u>\$8,034,075</u>
For Highways & Bridges			
Maintenance	\$1,671,890	\$0	\$1,671,890
Snow Removal & Ice Control	\$413,835	\$0	\$413,835
Refuse and Recycling	<u>\$163,550</u>	<u>\$0</u>	<u>\$163,550</u>
Total Highways & Bridges	<u>\$2,249,275</u>	<u>\$0</u>	<u>\$2,249,275</u>
For Public Parks	\$1,800,685	\$0	\$1,800,685
For Recreation System	\$1,760,985	\$0	\$1,760,985

For Motor Fuel Tax Fund	\$600,000	\$1,000	\$601,000
For Commuter Parking Fund	\$328,555	\$0	\$328,555
For Impact Fee Fund	\$0	\$0	\$0
For Tax Increment Financing Fund	\$5,829,300	\$0	\$5,829,300
For Emergency Telephone System Fund	\$328,635	\$150,226	\$478,861
For Foreign Fire Insurance	\$60,000	\$0	\$60,000
For Fire Fund	\$8,500	\$44,000	\$52,500
For Combined Water & Sewer System	\$12,389,285	\$0	\$12,389,285
For Libertyville Sports Complex	\$3,757,330	\$0	\$3,757,330
For Special Service Area			
Timber Creek	\$20,525	\$0	\$20,525
Concord at Interlaken	<u>\$22,805</u>	<u>\$0</u>	<u>\$22,805</u>
Total Special Service Area	\$43,330	\$0	\$43,330
For Hotel/Motel Tax Fund	\$417,065	\$0	\$417,065
For Bonded Indebtedness:			
General Bond Interest	\$1,203,040	\$0	\$1,203,040
Sales Tax Bond Fund	<u>\$76,190</u>	<u>\$0</u>	<u>\$76,190</u>
Total Bonded Indebtedness	\$1,279,230	\$0	\$1,279,230
For Capital Improvements:			
Capital Improvement Fund	\$1,450,500	\$0	\$1,450,500
Road Improvement Fund	\$4,145,000	\$0	\$4,145,000
Park Improvement Fund	\$904,840	\$217,993	\$1,122,833
Public Buildings Improvement Fund	<u>\$99,800</u>	<u>\$0</u>	<u>\$99,800</u>
Total Capital Improvements	\$6,600,140	\$217,993	\$6,818,133
For Internal Service Funds:			
Fleet Services & Replacement	\$1,464,860	\$0	\$1,464,860
Technology & Equipment	<u>\$505,465</u>	<u>\$0</u>	<u>\$505,465</u>
Total Internal Service Funds	\$1,970,325	\$0	\$1,970,325
For Police Pension Fund	\$2,308,010	\$421,500	\$2,729,510
For Firefighter Pension Fund	\$1,402,250	\$147,000	\$1,549,250
TOTAL 2014-2015 Municipal Budget	<u>\$63,945,260</u>	<u>\$4,038,669</u>	<u>\$67,983,929</u>

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 Amended Budget hereby adopted, 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 14<sup>th</sup> day of June, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this 15<sup>th</sup> day of June, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Resolution for Amendment No. 1 to Professional Services Agreement with Walker Parking Consultants

**Staff Recommendation:** Adopt Resolution for Amendment No. 1 and Authorize Execution

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

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**Background:** The Professional Services Agreement with Walker Parking Consultants for the preparation of design drawings, construction documents, bidding, permitting and construction administration for the proposed Church Street Parking Structure in the amount of \$763,000 was approved at the September 8, 2015 Regular Board meeting.

Construction is currently underway and it has become necessary to amend the Agreement with Walker Parking Consultants in the lump sum fee amount of \$29,400 to prepare easement legal descriptions and exhibits for the electrical service, value engineering for the mechanical and electrical systems and enlargement of the south access drive to Maple Street. Funds are available in the Tax Increment Financing (TIF) Fund for this additional work.

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

RESOLUTION 16-R- \_\_\_\_\_

A RESOLUTION APPROVING  
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF LIBERTYVILLE AND  
WALKER PARKING CONSULTANTS

WHEREAS, the Village of Libertyville entered into a certain agreement with Walker Parking Consultants for the preparation of design drawings, construction documents and construction administration of the Church Street Parking Structures which was approved by the President and Village Board of Trustees on September 8, 2015, and

WHEREAS, the Village has realized additional funding to perform additional work; 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 agreement signed and the amendment 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. Amendment No. 1 is attached as Exhibit 1 for a net increase of \$29,400.00 and 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

Amendment No. 1

Order No. 1  
Date: 06/14/16  
Agreement Date: 09/08/15

Name of Project: Church Street Parking Structure  
Owner: Village of Libertyville  
Consultant: Walker Parking Consultants

Justification: Easements, value engineering and south access drive modification.

Change of Agreement Price

Original Agreement Price:	\$ 763,000.00
Current Agreement Price adjusted by Previous Amendments:	\$ 763,000.00
The Agreement Price due to this Amendment will be increased by:	\$ 29,400.00
The New Agreement Price including this Amendment will be:	\$ 792,400.00

Approval Required:

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

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



May 25, 2016

505 Davis Road  
Elgin, IL 60123

Office: 847.697.2640  
Fax: 847.697.7439  
www.walkerparking.com

Mr. Kevin Bowens  
Village Administrator  
**VILLAGE OF LIBERTYVILLE**  
118 West Cook Avenue  
Libertyville, IL 60048

Re: Civic Center Parking Structure Professional Services Amendment No. 001

Dear Kevin,

Thank you for the opportunity to submit this proposal for continued professional services to perform additional design tasks for the Civic Center Parking Structure. Three additional design tasks have been requested by the Village; the scope and fee for each task is as follows:

*Task 1: Easement Exhibits*

Gewalt Hamilton Associates (GHA), a subconsultant of Walker, has prepared five easement exhibits for the neighboring properties impacted by the garage construction. The preparation of easement exhibits was not included in GHA's base scope of services (Exhibits A and B). The proposed lump sum fee for these professional services is Six Thousand Dollars (\$6,000.00).

*Task 2: MEP Modifications for Value Engineering*

Tower Pinkster, a subconsultant of Walker, as has prepared revised mechanical and electrical bidding documents for the project re-bid. Tower Pinkster expended approximately 30 hours of additional design time for the re-design, which was not included in their base scope of services (Exhibit C). The proposed lump sum fee for these professional services is Four Thousand Dollars (\$4,000.00).

*Task 3: Enlargement of Existing South Drive*

The Village of Libertyville has requested a proposal for professional design services to produce biddable documents to widen the existing south drive by approximately eight feet. The scope of this task will be incorporated under the existing garage project, by the existing garage contractor. GHA will produce two new Civil Engineering sheets, to be incorporated into the existing garage documents (Exhibit D). Walker will administer the document production process within the context of the existing garage project. The proposed lump sum fee for these professional services is Nineteen Thousand Four Hundred Dollars (\$19,400.00). The fee breakdown for this task is as follows:

- GHA: \$14,600
- Walker: \$4,800

The professional services and fees described for these three tasks shall be incorporated into our Professional Services Agreement as Amendment No. 001.



Mr. Kevin Bowens  
5/25/2016  
Page 2

Following is our further understanding of responsibilities with respect to Task 3:

- No landscape besides sod restoration is anticipated, therefore no landscape architect has been retained.
- Geotechnical information and material testing will be by others.
- Any additional traffic studies of surrounding streets are not included in scope.
- Any design of storm water detention is not included in scope.
- Scope excludes utility relocation or any special design associated with existing utilities to remain.

We appreciate this opportunity to be of further service to the Village of Libertyville and look forward to the continued design and construction of this project.

Respectfully submitted,

WALKER PARKING CONSULTANTS

A handwritten signature in black ink that reads "Bradley F. Navarro".

Bradley F. Navarro, P.E.  
Director of Operations

Enclosure

cc: Paul Kendzior – Village of Libertyville



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 001

**TO:** Mr. Kevin Bowens  
(Owner or Owner's Representative)

In accordance with the Agreement dated: Effective 12/01/2014

**BETWEEN** the Owner:  
(Name and address)  
Village of Libertyville  
118 West Cook Avenue  
Libertyville, IL 60048

and the Architect:  
(Name and address)  
Walker Parking Consultants/Engineers, Inc.  
505 Davis Road  
Elgin, IL 60123

for the Project:  
(Name and address)  
Libertyville Civic Center Parking Structure

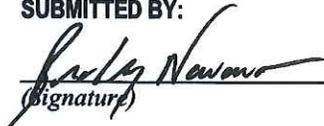
Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Additional design tables 1, 2, and 3, as described in the attached letter dated 5/25/2016.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Lump sum fee of Twenty Nine Thousand Four Hundred dollars (\$29,400.00)

Time:  
To be determined.

**SUBMITTED BY:**  
  
\_\_\_\_\_  
(Signature)  
Bradley Navarro, Director of Operations  
\_\_\_\_\_  
(Printed name and title)  
5/25/2016  
\_\_\_\_\_  
(Date)

**AGREED TO:**  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed name and title)  
\_\_\_\_\_  
(Date)

## EXHIBIT A



February 9, 2016

Mr. Brad F. Navarro, P.E.  
Director of Operations  
Walker Parking Consultants  
505 Davis Road  
Elgin, IL 60123

625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

Re: Professional Services Revision  
Easement Exhibits  
Libertyville Civic Center Parking Structure

Dear Mr. Navarro:

Please find attached scope extension to support the requested easement exhibits for the above referenced project. Our original scope of services included the ALTA survey, and topographic base map for the project. Two extensions have been agreed upon to date, the first to complete a traffic study at the direction of the Village, and the second to prepare the final design engineering plans for the site improvements around the new garage.

The preparation of the easement exhibits is not typically included in the scope of services of a base survey, an ALTA survey, or the final design engineering. We appreciate consideration of this services revision.

Should you have any questions, please feel free to contact me at our office.

Sincerely,

Gewalt Hamilton Associates, Inc.

A handwritten signature in black ink, appearing to read 'Tom Rychlik', is written over a horizontal line.

Thomas A. Rychlik, P.E., LEED-AP<sup>®</sup>  
Senior Engineer / Associate

EXHIBIT B

PROFESSIONAL SERVICES REVISION
AUTHORIZATION # 3 12-15-15



CONSULTING ENGINEERS

PROJECT: Libertyville Parking Garage Civil Design

GHA PROJECT NO.: 4947.200 CLIENT: Walker Parking Consultants

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 FAX 847.478.9701

www.gha-engineers.com

The following changes are hereby made to the Agreement:

- > GHA will provide final civil engineering design and specifications, on the provided schematic design plans, up to the Limit of Work shown on our Preliminary Engineering, as follows:
o Survey Easement Exhibit \$1,200 EA
GHA will prepare easement exhibits as an extension of the plat of survey provided. Each exhibit will depict the geometry of the easements, and correlate with the final engineering plans. The exhibits will include a legal description of the easement granted. Each exhibit will be provided as an 11x17 inch .pdf to scale.
> This PSR #3 includes no additional meetings within the fee above. Further exhibits will be billed on a lump sum basis at the fee noted above.

CHANGE TO PROFESSIONAL SERVICES FEE (Hereinafter "fee")

Table with 2 columns: Description and Amount. Rows include Original Fee and Expenses (\$26,500.00), Current fee and expenses as adjusted (\$62,600.00), Fee not to exceed (\$6,000.00), and New fee and expenses (\$68,600.00).

CHANGE TO PROFESSIONAL SERVICES DELIVERY SCHEDULE (Hereinafter "schedule")

The completion date for the additional services completed within this extension is approximately one week from authorization.

Approvals Required: \_\_\_\_\_

Gewalt Hamilton Associates will proceed with the services noted above upon receipt of this signed Revision Authorization or by verbal authorization given by said Client once revisions have been presented. Time and material terms and conditions will be based off of the hourly rate schedule presented in the original Professional Services Agreement. General provisions provided in Gewalt Hamilton Associates, Inc.'s Attachment A apply.

Requested by [Signature] GEWALT HAMILTON ASSOCIATES, INC. Date 12-15-15

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT C



February 4, 2016

Bradley Navarro, PE  
Director of Operations  
Walker Parking Consultants  
505 Davis Road  
Elgin, IL 60123

Re: Additional Services Request  
Libertyville Civic Center Parking Structure  
Walker Parking Consultants

Dear Brad:

On behalf of TowerPinkster, we are pleased to present the following proposal for additional services to assist you and your team with the Libertyville Civic Center Parking Structure project. The following is a description of our services.

## I. PROJECT UNDERSTANDING

TowerPinkster has provided Walker Parking Consultants mechanical and electrical engineering design support for the Libertyville Civic Center Parking Structure project located in Libertyville, Illinois. Due to budget constraints, the project requires modifying the design documents to achieve the desired cost.

## II. SCOPE OF SERVICES

Based on the listed modifications provided January 28, 2016, we offer to continue our support in modifying the mechanical and electrical documents in the same capacity as our original agreement and complete the documents as requested by February 10, 2016.

Our work will be performed in conformance with those services described in Walker Parking Consultants' Subconsultant Service Agreement and their Prime Agreement with the Village of Libertyville.

## III. COMPENSATION

### Proposed Fee Structure

TowerPinkster will continue to work on a time and materials basis at our normal billing rates not-to-exceed Four Thousand Dollars (\$4,000), plus reimbursable expenses. We estimate approximately 30 hours to complete this work.

Reimbursable expenses are in addition to the compensation for the professional services and include actual expenditures incurred by TowerPinkster in connection with the project. Expenses will be invoiced using a multiplier of 1.1 to cover costs of administration. These expenses may include:

1. Transportation in connection with the project, authorized out of town travel and subsistence.

# EXHIBIT C

Libertyville Civic Center

-2-

February 4, 2016

2. Reproduction, postage and handling of drawings, specifications, reports and other presentation and review documents, not including final bid documents.
3. Renderings, marketing materials, models and mock-ups requested by the Client.
4. Initial review application fees for authorities having jurisdiction over the project.
5. Outside consultants other than those specified in the proposal.

Invoices will be submitted monthly based on Walker Parking Consultants' Subconsultant Service Agreement.

#### IV. TERMS & CONDITIONS

The terms and conditions of this proposal are as follows:

- A Non-Solicitation Service Agreement shall be sign between TowerPinkster and Walker Parking Consultants.
- All permit and agency review fees are paid by Others and not included in this proposal.
- Services not provided in this proposal:
  - Asbestos and other environmental remediation
  - Construction Administration
  - As-Built drawings after construction
  - Technology/Security design
  - Sound system or communications design
  - Signage design (interior and exterior)
- All work product is copyrighted based on Walker Parking Consultants' Subconsultant Service Agreement.
- Limits of Liability - Our professional liability shall be limited per Walker Parking Consultants' Prime Agreement

Again, thank you for the opportunity to present this proposal for your consideration. If it meets your approval, please sign and return one copy of this letter of agreement to our office within 7 calendar days of the date of this letter to honor the terms and conditions contained herein. We appreciate your selection of our TowerPinkster team for your professional design needs and look forward to working with you on this project. Please contact me if you have any questions.

Sincerely,

TowerPinkster



Donald White, PE, LEED AP  
Senior Principal

# EXHIBIT C

Libertyville Civic Center

-3-

February 4, 2016

I hereby authorize Tower Pinkster Titus Associates, Inc to provide the professional services as described above.

\_\_\_\_\_  
Bradley Navarro, PE  
Director of Operation  
Walker Parking Consultants

\_\_\_\_\_  
Date

cc: Arnold Mikon, TowerPinkster  
Bjorn Green, TowerPinkster  
Emily Ford, TowerPinkster

EXHIBIT D

PROFESSIONAL SERVICES REVISION
AUTHORIZATION # 4 05-25-16



CONSULTING ENGINEERS

PROJECT: Libertyville Parking Garage Civil Design

GHA PROJECT NO.: 4947.200 CLIENT: Walker Parking Consultants

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 FAX 847.478.9701

www.gha-engineers.com

The following changes are hereby made to the Agreement:

> Per our discussion, the Village is seeking to reconstruct the road and access to Maple from the new garage south, parallel with the current easement. This will be constructed with the east curb in the same horizontal position, and require the easement or acquisition of 8 and 15' of property to the west. Due to the amount of grade change from the garage, across the lot and to Maple, we propose to include a plan and profile view. Our scope for the engineering plan includes coordinating with the Village of Libertyville for engineering approval as an extension of the garage project. This profile will aid in establishing a smooth gradation GHA will complete a Design for the revised south road, as follows:

- Easement Exhibit Preparation \$2,400
GHA will prepare two easement exhibits. The first will be for temporary construction (probably 15' limit of grading) and a second for the 8' permanent easement.
Engineering Plan Extension \$8,200
GHA will prepare Civil sheets C-17, C-18 including the following:
Existing Conditions / Demolition, Soil Erosion Control,
Geometric & Paving, and Typical Cross Section.
Utility and Grading Plan & Profile, including ADA enlargement for the crosswalk at Maple St.
Notes and Details in addition to what is currently included in the Civil Sheets
Meetings Extension \$2,100
GHA will attend two meetings for the coordination of the design in the Village of Libertyville
Construction Extension \$1,900
GHA will provide construction response and oversight as needed. This budget is intended to extend that of the garage construction. Resident Engineering services are provided separately to the Village of Libertyville.

CHANGE TO PROFESSIONAL SERVICES FEE (Hereinafter "fee")

Table with 2 columns: Description and Amount. Rows include Original Fee and Expenses (\$26,500.00), Current fee and expenses as adjusted by previous revision authorizations (RA) (\$68,600.00), The fee and expenses due to this RA will not exceed (\$14,600.00), and The new fee and expenses due to this RA will be (\$83,200.00).

CHANGE TO PROFESSIONAL SERVICES DELIVERY SCHEDULE (Hereinafter "schedule")

The completion date for the additional services completed within this extension is approximately four weeks from authorization.

Approvals Required: \_\_\_\_\_

Gewalt Hamilton Associates will proceed with the services noted above upon receipt of this signed Revision Authorization or by verbal authorization given by said Client once revisions have been presented. Time and material terms and conditions will be based off of the hourly rate schedule presented in the original Professional Services Agreement. General provisions provided in Gewalt Hamilton Associates, Inc.'s Attachment A apply.

Requested by [Signature] Date 05-25-16
GEWALT HAMILTON ASSOCIATES, INC.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Amend Electric Aggregation Agreement with FirstEnergy

**Staff Recommendation:** Approve Amendment to Agreement

**Staff Contact:** Kevin J. Bowens, Village Administrator

---

**Background:** In March 2012 Libertyville voters approved a referendum which authorized the Village Board to enact an Electric Aggregation Program. As a member of the Northern Illinois Municipal Electric Collaborative (NIMEC) the Village solicited bids and entered into a two-year contract with FirstEnergy Solutions to supply electricity. In June 2014 the Village authorized NIMEC to solicit bids for renewal of the Electric Aggregation Program, and the Village Board again selected FirstEnergy Solutions who submitted the low bid for a three-year guaranteed rate of 6.54 cents per kWh. Since the inception of the Electric Aggregation Program, Libertyville households and small businesses have saved an average of \$591 in electric supply costs, for a cumulative Village wide savings of approximately \$3.7 million.

The agreement between the Village and FirstEnergy Solutions includes a provision which allows FirstEnergy Solutions to either cancel the agreement or reduce their guaranteed rate should the ComEd rate be lower. ComEd recently announced their blended rate of 6.2 cents per kWh, and FirstEnergy Solutions has agreed to amend the current agreement and match the ComEd rate of 6.2 cents per kWh for the remaining term of the agreement through July 2017. As in the past, bid prices are only valid for 24 hours and the Mayor and Village Board previously authorized the Administrator to sign the amendment to the Electric Aggregation Agreement with FirstEnergy. The agreement appears on tonight's agenda in order for the Village Board to formally concur with that previous approval. Four positive votes are required for approval.

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

---

**From:** David Hoover [mailto:dhoover@nimec.net]  
**Sent:** Wednesday, May 25, 2016 4:19 PM  
**To:** Kevin Bowens  
**Subject:** Amendment: First Energy

Kevin, attached is the amendment to the current aggregation agreement with FirstEnergy. The amendment calls for a drop in your current rate (6.54¢) to 6.27¢ for the duration of the program, through May of 2017.

The 6.27¢ rate is the weighted average of the recently published summer and non-summer months.

FYI, the last page shows an Opt In rate of 6.57¢, for any resident that wishes to make their individual account's load from 100% renewable sources.

Please sign and return by next Tuesday afternoon. We are hurrying, to provide ample time for FirstEnergy to send out notices to residents, and still have sufficient time to have the rate changed for the June billing.

Dave

---

*David Hoover*  
*Executive Director*  
847.392-9300



---

This transmission, together with any attachments, is intended for the named recipient(s) only and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, modification, distribution, publication or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please notify the sender of such and delete this transmission together with any attachments and any copies from any computer immediately. Thank you.

**SECOND AMENDMENT  
TO THE MASTER POWER SUPPLY AGREEMENT  
BETWEEN**

**VILLAGE OF LIBERTYVILLE, ILLINOIS**

**AND**

**FIRSTENERGY SOLUTIONS CORP.**

This Second Amendment (“Amendment”) is entered into this 27<sup>th</sup> day of May, 2016 (“Effective Date”), by and between FirstEnergy Solutions Corp. (“FES” or “Supplier”), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio and Village of Libertyville (“Village”), a Village and political subdivision organized and existing under the laws of the State of Illinois (each a “Party” and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, FES and Village are parties to a certain Master Power Supply Agreement (“Master Agreement”) dated May 14, 2012 as amended by First Amendment dated March 12, 2014.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Participating Customers shall be billed in accordance with the Pricing provisions contained in the **Second Amendment Exhibit C to Master Agreement Between Village of Libertyville, Illinois and FirstEnergy Solutions Corp. May 2016** attached hereto and made a part hereof.
2. The Parties mutually agree to amend the Master Agreement to reflect FES’ option to continue service to the Village at a price equal to the ComEd Price to Compare beginning with June 2016 meter read dates through July 2017 meter read dates as a result of receiving notice from the City in accordance with paragraph 4.1.3. Price Guarantee of the First Amendment to Master Agreement, section 2.
3. The Parties mutually agree to delete the above Price Guarantee for the remainder of the contract term (through July 2017 meter read dates) such that no additional future price matches will be executed.
4. All other provisions of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

**FIRSTENERGY SOLUTIONS CORP.**  
**FirstEnergy Solutions Corp.:**

**VILLAGE OF LIBERTYVILLE, ILLINOIS**

Signed: \_\_\_\_\_

Signed: Kevin J. Bowens

Printed: \_\_\_\_\_

Printed: KEVIN J. BOWENS

Title: \_\_\_\_\_

Title: VILLAGE ADMINISTRATOR

Date: \_\_\_\_\_

Date: 5/27/16

**Second Amendment Exhibit C to Master Agreement  
Between  
Village of Libertyville, Illinois and FirstEnergy Solutions Corp.  
May 2016**

**Pricing and Other Conditions to Retail Generation Service Offer**

**Term:**

Beginning with June 2016 meter read dates through July 2017 meter read dates.

**Electric Utility: ComEd**

**Opt-Out Program:**

**Residential Customer Class**

Price: 6.27¢ per KWh

**Commercial Customer Class**

Price: 6.27¢ per KWh

The above price match pricing is exclusive of the price for the 100% Renewable Opt-In Program options which will remain as follows:

**Opt-In Program:**

**Residential Customer Class**

Price: 6.57¢ per KWh – 100% Renewable

**Commercial Customer Class**

Price: 6.57¢ per KWh – 100% Renewable

**Supplier will not make a civic contribution to Village of Libertyville.**

**Termination Fees: None**



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Amending the Number of Class G-1 Liquor Licenses

**Staff Recommendation:** Approve Ordinance

**Staff Contact:** Kevin J. Bowens, Village Administrator

---

**Background:** Attached is an Ordinance which would amend the Municipal Code to increase the number of Class G-1 Liquor Licenses from two to three. The Village has received an application for a Class G-1 Liquor License from Sandra Schuenemann, Mary Koval and Aaron Schuenemann from Oh Olive, which is located at 606 N. Milwaukee Avenue. The owners intend to serve and sell wine with cooking classes that they plan to offer. The application has been reviewed by the Mayor/Liquor Commissioner and Village Staff, with a recommendation that the Village Board increase the number of Class G-1 licenses in order to allow the Liquor Commissioner to issue a Class G-1 license to Oh Olive. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE AMENDING THE LIBERTYVILLE MUNICIPAL CODE  
RELATING TO LIQUOR LICENSES

---

Adopted by the  
President and Board of Trustees  
of  
the Village of Libertyville  
Lake County, Illinois  
this 14th day of June, 2016

---

Published in pamphlet form by  
direction and authority of the  
Village of Libertyville  
Lake County, Illinois  
this 15th day of June, 2016.

**VILLAGE OF LIBERTYVILLE**

**ORDINANCE NO. 16-O-**

AN ORDINANCE AMENDING CHAPTER 4 OF THE LIBERTYVILLE MUNICIPAL CODE  
RELATING TO LIQUOR LICENSES

---

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

WHEREAS, Sandra Schuenemann, Mary Koval and Aaron Schuenemann, dba Oh Olive, 606 N. Milwaukee Avenue in Libertyville, Illinois desires to obtain a Class G-1 Liquor License; and

WHEREAS, Sandra Schuenemann, Mary Koval and Aaron Schuenemann have made full application to the Village and has met with the Liquor Commissioner, Deputy Liquor Commissioner and Police Chief; and

WHEREAS, the Liquor Commissioner has recommended that the Village Board increase the number of Class G-1 Liquor Licenses from two to three; and

WHEREAS, the President and the Board of Trustees of the Village of Libertyville have determined that it is in the best interest of the Village and its residents to amend the Libertyville Municipal Code to increase the number of Class G-1 liquor licenses from two to three.

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

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

SECTION TWO: Amendment to Subsection 4-46(b). Subsection 4-46(b), of Section 4-46, entitled "Limitation of Number," of Chapter 4, entitled "Alcoholic Liquor," of the Libertyville Municipal Code shall be and it is hereby amended to increase the number of authorized Class G-1 Liquor Licenses by one, from two to three, which will allow the Liquor Commissioner to issue a license to Oh Olive.

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

PASSED this 14th day of June, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of June, 2016.

---

Terry L. Wepler, Village President

ATTEST:

---

Sally A. Kowal, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** Ordinance Amending the Number of Class B Liquor Licenses

**Staff Recommendation:** Approve Ordinance

**Staff Contact:** Kevin J. Bowens, Village Administrator

---

**Background:** Attached is an Ordinance which would amend the Municipal Code to increase the number of Class B Liquor Licenses from eighteen to nineteen. The Village has received an application for a Class B Liquor License from Ken Stemke of Main Street Social which plans on opening at 608 N. Milwaukee Avenue, Libertyville. The restaurant will have approximately 68 seats serving small plates and appetizers, draft beers, wine and cocktails.

The application has been reviewed by the Mayor/Liquor Commissioner and Village Staff, with a recommendation that the Village Board increase the number of Class B licenses in order to allow the Liquor Commissioner to issue a Class B license to Ken Stemke of Main Street Social. The license will be subject to the following conditions:

1. Except as otherwise provided in subsections 4-45 of the Village Code, the Licensee agrees that the retail sale of alcoholic liquor in the Village shall be limited to between the hours of 5:00 a.m. on any Sunday, Monday, Tuesday, Wednesday and Thursday, until 1:00 a.m. on the following day other than when such Sunday, Monday, Tuesday, Wednesday and Thursday is a Federal holiday (New Year's Day, MLK Jr. Day, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day), and between the hours of 5:00 a.m. on any Friday, Saturday and Federal holiday, until 2:00 a.m. on the following day.
2. The Licensee agrees to provide valet parking service on Friday and Saturday evenings, and for any special events, and in accordance with the attached routing map or which may be approved by the Police Chief.

Four positive votes are required for approval.

**VILLAGE OF LIBERTYVILLE**

**ORDINANCE NO. 16-O-**

**AN ORDINANCE AMENDING THE LIBERTYVILLE MUNICIPAL CODE  
RELATING TO LIQUOR LICENSES**

---

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

WHEREAS, Ken Stemke, dba Main Street Social, 608 N. Milwaukee Avenue in Libertyville, Illinois desires to obtain a Class B Liquor License; and

WHEREAS, Ken Stemke has made full application to the Village and has met with the Liquor Commissioner, Deputy Liquor Commissioner and Police Chief; and

WHEREAS, the Liquor Commissioner has recommended that the Village Board increase the number of Class B Liquor Licenses from eighteen to nineteen; and

WHEREAS, the President and the Board of Trustees of the Village of Libertyville have determined that it is in the best interest of the Village and its residents to amend the Libertyville Municipal Code to increase the number of Class B liquor licenses for a total of nineteen.

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

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

SECTION TWO: Amendment to Subsection 4-46(b). Subsection 4-46(b), of Section 4-46, entitled "Limitation of Number," of Chapter 4, entitled "Alcoholic Liquor," of the Libertyville Municipal Code shall be and it is hereby amended to increase the number of authorized Class B Liquor Licenses by one, from eighteen to nineteen, which will allow the Liquor Commissioner to issue a license to Ken Stemke, subject to the following conditions:

1. Except as otherwise provided in subsections 4-45 of the Village Code, the Licensee agrees that the retail sale of alcoholic liquor in the Village shall be limited to between the hours of 5:00 a.m. on any Sunday, Monday, Tuesday, Wednesday and Thursday, until 1:00 a.m. on the following day other than when such Sunday, Monday, Tuesday, Wednesday and Thursday is a Federal holiday (New Year's Day, MLK Jr. Day, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day), and between the hours of 5:00 a.m. on any Friday, Saturday and Federal holiday, until 2:00 a.m. on the following day.
2. The Licensee agrees to provide valet parking service on Friday and Saturday evenings, and for any special events, and in accordance with the attached routing map or which may be approved by the Police Chief.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Terry L. Wepler, Village President

ATTEST:

---

Sally A. Kowal, Village Clerk



◆ DROP OFF/PICK UP POINT

→ PARKING ROUTE

→ RETURN ROUTE

PREFERRED PARKING LOCATION

ALTERNATE PARKING LOCATION

Scale 1" = 150'



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 14, 2016

**Agenda Item:** Engineering Services Agreement for Inflow & Infiltration Investigation – Basin 9

**Staff Recommendation:** Approve the Agreement and Authorize Execution

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

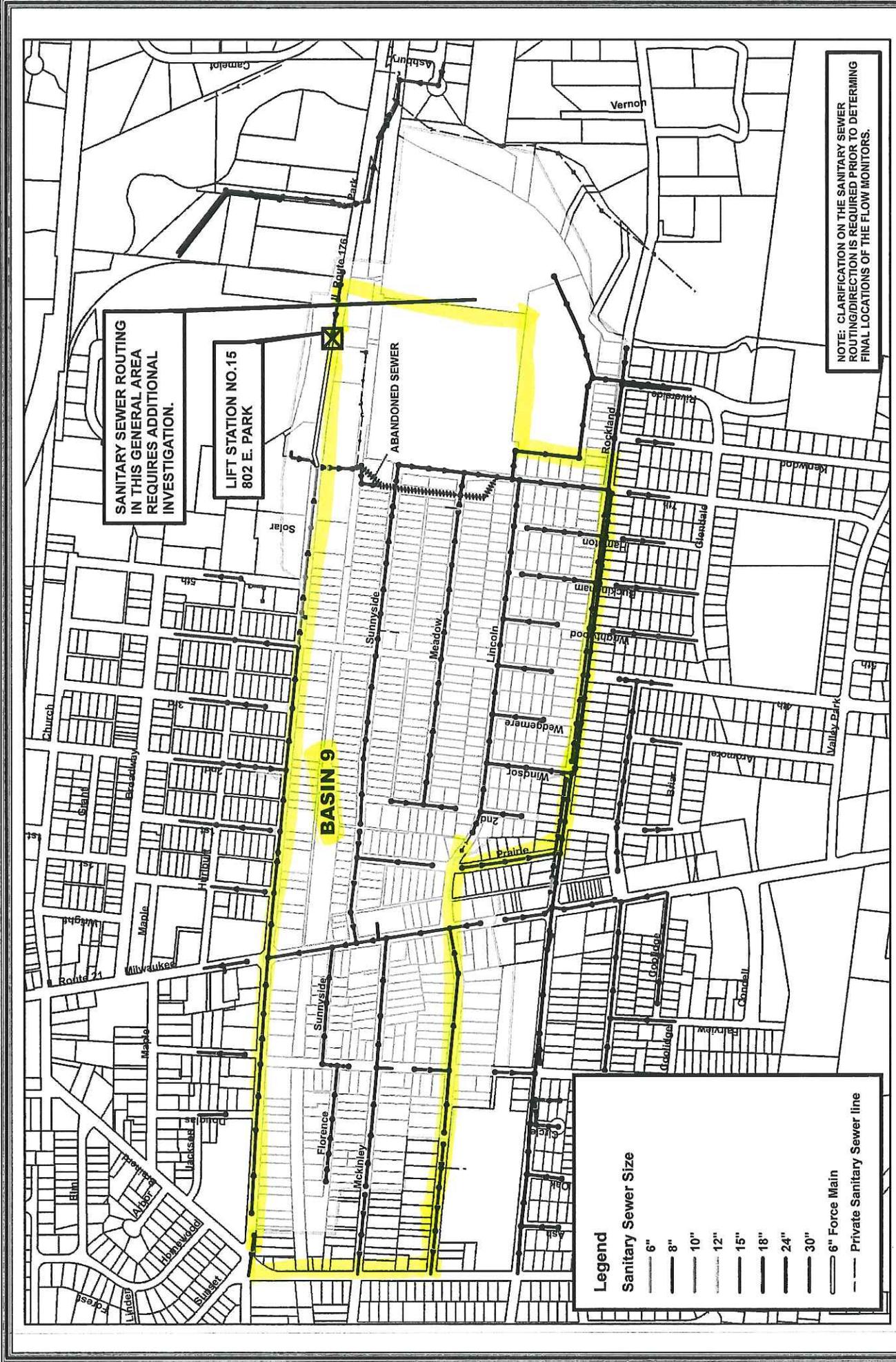
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**Background:** The Village has received a Proposal from Engineering Enterprises Inc. (EEI) for an Inflow and Infiltration (I/I) investigation in Basin 9 of our sanitary sewer system in the amount of \$55,642.00. Basin 9 is roughly bordered by Illinois Route 176, Seventh Avenue, Rockland Road and Garfield Ave. Please refer to the attached Location Map.

Infiltration and Inflow (I/I) is extraneous stormwater runoff and groundwater that enters the sanitary sewer system through a variety of ways and locations. The Village has separate storm and sanitary systems, however usually in times of rainfall or snow melt, water runoff and groundwater often finds its way into the sanitary sewer system, especially in the older sections of town where the sewer lines, including the private service laterals, do not have gasket (water tight) joints.

Basin 9 was selected for an initial I/I investigation because of the age of the sanitary sewer system and the Park Avenue lift station, in which the run times for the pumps increase dramatically during rain events. This situation is indicator of an I/I problem.

The firm of EEI has done an excellent job on previous sanitary flow monitoring and I/I Studies in the past for the Village. Sufficient funds in the amount of \$330,000, which includes both engineering and construction, have been provided in the Water and Sewer Capital Improvement Fund for this work. Administrative staff recommends approval of the Professional Services Agreement with EEI in the not-to-exceed of \$55,642.00 and execution by the Village Administrator. Four positive votes are required for approval.



SANITARY SEWER ROUTING IN THIS GENERAL AREA REQUIRES ADDITIONAL INVESTIGATION.

LIFT STATION NO.15  
802 E. PARK

NOTE: CLARIFICATION ON THE SANITARY SEWER ROUTING/DIRECTION IS REQUIRED PRIOR TO DETERMINING FINAL LOCATIONS OF THE FLOW MONITORS.

**Legend**

**Sanitary Sewer Size**

- 6" ———
- 8" ———
- 10" ———
- 12" ———
- 15" ———
- 18" ———
- 24" ———
- 30" ———

- 6" Force Main
- - - Private Sanitary Sewer line

**Basin 9 Infiltration And Inflow Analysis**  
Village of Libertyville  
Lake County, IL

**Engineering Enterprises**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiveb.com

**Sewer Flow**  
BASIN 9 SANITARY SEWER

DATE: May 2016  
PROJECT NO.: LV1601  
BY: MJT  
PATH: HGISPUBLICLIBERTYVILLE  
FILE: LV1601-Exhibit A.MXD



**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND  
ENGINEERING ENTERPRISES, 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 Engineering Enterprises, Inc., 52 Wheeler Road, Sugar Grove, IL 60554 (hereinafter referred to as the "Consultant").

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

**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. All certifications and or licenses as may be required by applicable federal, state or local law, attached hereto as Exhibit B.
- C. Certificates of insurance and related endorsements, attached hereto as Exhibit C.

**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 Basin #9 Infiltration and Inflow Investigation (Flow Monitoring) 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 3) 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 but not limited to design engineering services, including direct payroll, overhead, payroll burden professional fee and direct costs shall not exceed: \$ 55,642.00, in accordance with Exhibit A.

### **SECTION 4: TERM AND TERMINATION**

- a. The Services shall commence on June 1, 2016 and proceed continuously and expeditiously until completed. The Services shall be completed no later than April 30, 2017, unless otherwise agreed to by the parties, in writing. This Agreement shall terminate upon completion of the Services or December 31, 2017, whichever occurs first.
- 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 C 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 contractor's work, including activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

3. The contractor'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 contractor'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 contractor'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 whom 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 contractor 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 contractor shall maintain limits no less than the following, Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 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 contractor 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 contractor 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 contractor WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- D. The contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit A), 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 contractor 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 contractor, 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**

To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, agents and employees, insurers and attorneys, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the Village, its elected and appointed officials, agents, employees, attorneys and insurers arising in whole or in part or in consequence of the performance of the Services by the Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents, employees or employees. The Consultant 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, its elected and appointed officials, agents, attorneys and employees, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

The Consultant expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this Agreement, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided. The Consultant further agrees that to the extent that money is due the Consultant by virtue of this Agreement as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

#### **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, P.E., CFM,  
Director of Public Works  
e-mail: [pkendzior@libertyville.com](mailto:pkendzior@libertyville.com)  
facsimile: 847-918-9439

To the Consultant:  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554  
Attention: Thomas W. Talsma,  
Vice President  
email: [ttalsma@eeiweb.com](mailto:ttalsma@eeiweb.com)  
facsimile: 630-466-6701

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.

d. 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.

e. 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; (3) acts of civil or military authority; (4) embargoes; (5) work stoppages, strikes, lockouts, or labor disputes; (6) public disorders, civil violence or disobedience; (7) riots, blockages, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; (11) nuclear accidents; (12) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (13) major environmental disturbances; or (14) 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**

**ENGINEERING ENTERPRISES, INC.**

By: \_\_\_\_\_

By: Thomas W. Talsma

Printed  
Name \_\_\_\_\_

Printed  
Name Thomas W. Talsma

Title \_\_\_\_\_

Title Vice President

Date \_\_\_\_\_

Date May 12, 2016

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**EXHIBIT A – SCOPE OF SERVICES**  
**BASIN 9 INFLOW & INFILTRATION INVESTIGATION**  
Village of Libertyville, Lake Co., IL

**Introduction**

The Basin 9 Inflow & Infiltration (I/I) Investigation will be divided into two phases. The two phases of an overall I/I investigation are: A) Flow Monitoring and B) Sewer System Evaluation Survey. Each phase builds on the information gathered within the previous phase. Once each phase is completed, and the results of the phase are presented, the Village will have the opportunity to determine whether it is appropriate to move on to the next phase. If the scope of the following phase needs to be adjusted to account for information obtained in the previous phase, then it is presumed the Village will want to take the opportunity to make the adjustment between phases.

At this time, the Village is electing to contract for the first phase of the I/I project for Basin 9. A detailed description for the scope of services for Phase 1 is as follows.

**Phase 1 – Flow Monitoring**

In the Flow Monitoring phase of the project, Basin 9 will be divided into three (3) subbasins, so the sanitary sewer flows and the I&I can be further defined within the basin. The base proposal includes flow monitoring at three (3) locations for eight (8) weeks. The base proposal also includes the installation of a recording rain gauge in a secure location to measure rainfall during the monitoring period. The quality of the flow monitoring results will be increased with an increased number of precipitation events. A minimum of one 0.75 inch or greater rain event over a 24 hour period is needed to make reasonable conclusions. In the event that a rainfall event of the aforementioned amount and duration does not occur during the first six weeks of flow monitoring, the Village will have the opportunity to increase the flow monitoring period. Once sufficient flow monitoring data is obtained, the data will be analyzed and the I&I severity with Basin 9 will be defined.

The work items for the Flow Monitoring phase of the project are as follows:

- 1.1 Conduct Project Kick-Off Meeting
- 1.2 Divide Basin 9 Into Sub-Basins
- 1.3 Monitor Flows (Assumes 3 Locations) Within Basin For 8 Weeks
- 1.4 Monitor Rainfall (Assumes 1 Location) Within Basin For 8 Weeks
- 1.5 Analyze Flows & Determine I&I Severity By Sub-Basin
- 1.6 Prepare Flow Monitoring Report
- 1.7 Prep. For & Meeting To Review Flow Monitoring Report

**Additional Services**

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the two meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



# State of Illinois

Department of Financial and Professional Regulation  
Division of Professional Regulation

LICENSE NO.  
184.002003

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
04/30/2017

PROFESSIONAL DESIGN FIRM  
LAND SURVEYOR/PROF ENG  
CORPORATION

ENGINEERING ENTERPRISES INC  
52 WHEELER RD  
SUGAR GROVE, IL 60554



*Bryan A. Schneider*

BRYAN A. SCHNEIDER  
SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

9803378





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/11/2016

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

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

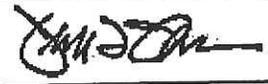
PRODUCER Volkman Insurance Agency 161 S. Lincolnway, Suite 206 North Aurora, IL 60542	CONTACT NAME: Jeff Volkman	FAX (A/C, No): 630-897-1550	
	PHONE (A/C, No, Ext): 630-897-8824	E-MAIL ADDRESS: jvolkmanins@gmail.com	
INSURED Engineering Enterprises, Inc. 52 Wheeler Road  Sugar Grove IL 60554	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Primary & Non-Cont <input checked="" type="checkbox"/> Blanket Waiver of Subro. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BKS (15) 5521862	07/12/15	07/12/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAS (15) 55218962	07/12/15	07/12/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO (15) 55218962	07/12/15	07/12/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		XWS (15) 55218962	07/12/15	07/12/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
When required by written contract, the following will be endorsed as a primary & non-contributory additional insured, which includes on-going and completed operations:  
Village of Libertyville, it's Officials, Agents, Employees and Volunteers

<b>CERTIFICATE HOLDER</b> Village of Libertyville 118 W. Cook Avenue Libertyville, IL 60048	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED  
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
  - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.

- C. With respect to the insurance afforded by this endorsement, exclusion I. **Damage To Your Work of Paragraph 2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**I. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

- D. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

- E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to **Paragraph 2. Duties In The Event Of Occurrence, Offense, Claims Or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. **Paragraph 4. of Section IV - Commercial General Liability Conditions** is amended as follows:

- a. The following is added to **Paragraph a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to **Paragraph b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
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AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSUREDS (including employee hired auto)	2
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RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSUREDS**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow, or

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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

- (1) \$50,000; or
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

- E. This coverage extension does not apply to:

- (1) Any "auto" that is hired, rented or borrowed with a driver, or
- (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**7. TOWING AND LABOR**

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

**8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

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**9. RENTAL REIMBURSEMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

**11. PERSONAL EFFECTS COVERAGE**

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

**12. ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

**13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

**14. LOAN / LEASE GAP COVERAGE**

A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

**B. ADDITIONAL CONDITIONS**

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

**C. SECTION V – DEFINITIONS is changed by adding the following:**

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph D. **Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph D. **Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. **Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
1. You, if you are an individual;
  2. A partner, if you are a partnership;
  3. Member, if you are a limited liability company;
  4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V – DEFINITIONS is amended as follows:**

**22. BODILY INJURY REDEFINED**

Under SECTION V – DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph A.– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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**PROJECT SCHEDULE**  
**BASIN 9 INFLOW INFILTRATION INVESTIGATION**  
 Village of Libertyville, Lake Co., IL

Phase/Alternate	Work Items	2016							2017				
		M	J	J	A	S	O	N	D	J	F	M	A
1	Flow Monitoring												
	1.1 Conduct Project Kick-Off Meeting												
	1.2 Divide Basin 17 Into Sub-Basins												
	1.3 Monitor Flows (Assumes 3 Locations) Within Basin For 8 Weeks												
	1.4 Monitor Rainfall (Assumes 1 Location) Within Basin For 8 Weeks												
	1.5 Analyze Flows & Determine I&I Severity By Sub-Basin												
	1.6 Prepare Flow Monitoring Report												
	1.7 Prep. For & Meeting To Review Flow Monitoring Report												

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**LEGEND**

-  Report Work
-  Field Work
-  Meeting



## Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

### CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$153.00
2 Man Field Crew with Standard Survey Equipment	\$240.00
1 Man Field Crew with RTS or GPS *	\$190.00
2 Man Field Crew with RTS or GPS *	\$276.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)

\*RTS = Robotic Total Station / GPS = Global Positioning System



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 14, 2016

**Agenda Item:** 2016/17 Tree Planting Program Contract

**Staff Recommendation:** Waive Competitive Bidding Process and Award Contract to Arthur Weiler, Inc.

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

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**Background:** Staff has been approached by Arthur Weiler, Inc. to discuss the possibility of extending the current quantities and unit prices from the 2015/16 Tree Planting Contract. Arthur Weiler, Inc. can offer the same species, similar quantities and the same quality of trees to be planted this fall as part of a new Contract with no increase in the previously competitively bid unit prices for these items. The FY 2016/17 Budget provides \$72,305.00 in the Parks Division Budget (Account # 01-07-01-5-729) for this work, in which \$71,055.00 is still available.

Staff considers this to be an excellent opportunity for the Village's annual tree planting program. There is a shortage in trees in species availability, quantity, quality and there has also been some significant price increases due to supply and demand. Staff has worked with Arthur Weiler, Inc. on several projects and has always been impressed with the quality, selection and prices of the trees they have furnished and planted. This item was previously discussed at the June 7, 2016 Parks & Recreation Committee meeting.

The Parks & Recreation Committee and Administrative Staff recommend waiving the competitive bidding process, awarding the Contract for the 2016/17 Tree Planting Program to Arthur Weiler, Inc. and authorizing execution by the Village Administrator. The Contract amount will not exceed the available budget amount of \$71,055.00. Four positive votes are required for approval.

**Arthur Weiler Inc.**  
*Nursery and Landscape Contractors*



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12247 West Russell Road • Zion, Illinois 60099 • 847-746-2393 • Fax 847-746-2390

3 June 2016

Village of Libertyville  
Jim Barlow  
118 W Cook Ave.  
Libertyville, IL 60048

Subject: Tree Replacement Contract

Dear Mr. Barlow:

Arthur Weiler, Inc. would like to renew the 2015 Tree Replacement Contract for 2016 per the 50/50 Master Order Form. The prices for 2016 will remain the same, along with the 2 inch species of trees.

If you have any questions, please let us know.

Sincerely,

A handwritten signature in cursive script that reads "Glenn Weiler".

Glenn Weiler  
President

**50/50 Master Order Form  
2015-16**

Please provide the following trees in the quantities listed per you recent bid.

Scientific and Common Names	Quantity	Cost per Tree With Planting	Extended Cost for Trees
Acer campestre Hedge Maple	10	\$285.00	\$2850.00
Acer miyabe 'Morton' State Street Maple	24	\$285.00	\$6840.00
Acer rubrum 'Red Sunset' Red Maple	29 <del>20</del>	\$285.00	\$8265.00
Acer saccharum 'Green Mountain' Green Mountain Sugar Maple	20	\$295.00	\$5900.00
Carpinus Carolina American Hornbeam	8	\$400.00	\$3200.00
Celtis occidentalis Hackberry	15	\$285.00	\$4275.00
Ginko biloba (non fruit bearing) Ginko	10	\$340.00	\$3400.00
Gleditsia f. tricanthos inermis 'Shademaster' Shademaster Locust	21	\$300.00	\$6300.00
Gymnocladus dioicus 'Espresso' Kentucky Coffeetree	11	\$340.00	\$3740.00
Ostrya virginiana Ironwood	15	\$300.00	\$4500.00
Syringa reticulata Japanese Tree Lilac	17	\$295.00	\$5015.00
Tilia Americana 'Redmond' Redmond Linden	10	\$280.00	\$2800.00
Quercus Bicolor Swamp White Oak	21	\$300.00	\$6300.00
Ulmus x 'Morton' Accolade Elm	21	\$285.00	\$5985.00
<b>2015 Sub Total</b>			<b>\$69370.00</b>
Less 10% Contingent per contract			\$6937.00
		<b>Total</b>	<b>\$62443.00</b>

-69055

## VILLAGE OF LIBERTYVILLE

### REQUEST FOR PROPOSALS

#### OWNER:

Village of Libertyville  
118 W. Cook Avenue  
Libertyville, Illinois 60048-2090

Owner will receive sealed proposals for the Work generally described as follows:

#### 2015 TREE REPLACEMENT

BIDS SHALL BE SUBMITTED ON OR BEFORE 10:00 a.m. local time August 25, 2015:

Village of Libertyville  
Department of Public Works  
200 East Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: John M. Heinz, Director of Public Works

**Sealed bids will be publicly opened on August 25, 2015 at 10:00 at 200 E. Cook Avenue, Libertyville, Illinois 60048.**

Any questions relating to the bid specifications, please call Jim Barlow, Village of Libertyville Superintendent of Parks, Forestry and Grounds 847-918-2076.

#### INSTRUCTIONS TO BIDDERS

##### Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract form attached to this Request for Contract and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

##### Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

##### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and the bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

##### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Bids

Proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Dated this 5th Day of August, 2015

Village of Libertyville

By: /s/ John Heinz, Director of Public Works

- Exhibit A: Specifications
- Exhibit B: Schedule of Prices Form
- Exhibit C: Certificate of Insurance
- Exhibit D: Bid Bond
- Exhibit E: Labor & Materials Bond
- Exhibit F: Performance Bond

**VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR THE  
2015 TREE REPLACEMENT**

Full Name of Bidder \_\_\_\_\_  
Principal Office Address \_\_\_\_\_  
Local Office Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

TO: Village of Libertyville ("Owner")  
118 West Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: John M. 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 (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
4. Taxes. Pay all applicable federal, state and local taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 60 days following Owner's acceptance of this Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously.

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non responsive bid at the sole discretion of the Village of Libertyville.

The contractor of record must procure Village verbal approval prior to providing each service listed on the Schedule of Prices form or any additional work that has been approved beyond the scope of services provided in the specifications. Verbal approval must be obtained at least 48 hours in advance of work taking place. Approval must be obtained Monday through Friday between the hours of 6:30 am and 3:00 pm from the Superintendent of Parks, Forestry and Grounds or his/her designee.

- A. Basis for Determining Prices. It is expressly understood that:
  - 1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
  - 2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
  - 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
- B. Time of Payment.

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

90% of the contract sum upon completion of planting of the trees and Village of Libertyville acceptance. 10% of contract sum 12 months after final tree planting acceptance, (per specified warranty terms).

Provide invoice of services rendered when project is completed. Net 30 days term from date of invoice rendered.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

### 3. Contract Time Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 60 days following Owner's acceptance of this Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Bid (the "Commencement Date").

### 4. Finance Assurance

A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the Bidders price proposal (**anticipated total**), in the form of a Bid Bond. (Exhibit B)

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit D); and a Labor and Material Payment Bond (Exhibit C), on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

B. Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors.

If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificate of insurance evidencing the minimum insurance coverage's and limits set forth below within 10 days following Owners acceptance of this Contract. Such policies shall be in the form, and from companies, acceptable to the owner. (Exhibit A)

Additional Insured. The Village of Libertyville, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Libertyville, its officials, agents, employees and volunteers.

The Contractors' insurance coverage shall be primary and non-contributory as respects the Village of Libertyville, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Libertyville, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Libertyville, its officials, employees, agents and volunteers.

The Contractors' insurance coverage shall contain a Severability of Interests/Cross Liability clause or language stating that the Contractors' insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurers' liability.

If any commercial liability insurance is being provided under an excess or umbrella liability policy that does "not follow form", then the Contractor shall be required to name the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds.

All general liability coverage's shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Village of Libertyville, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

Cancellation Notice Recipient. Each insurance policy required shall have the Village of Libertyville expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All Coverages. No Waiver. Under no circumstances shall the Village of Libertyville be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.
- b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

**Commercial General Liability**

*Limits shall not be less than:*

- Each Occurrence: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expenses: \$5,000
- Personal & Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products-Completed Operations Aggregate: \$1,000,000
  - Coverage is to be written on an “occurrence” basis.
  - General aggregate limit applies per the “project”.
  - The “ADDL INSR” box shall be marked with “Yes” in the box.
  - The “SUBR WVD” box shall be marked with “Yes” in the box.

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- “X”, “C” and “U”
- Contractual Liability
  - Contractual Liability coverage shall specifically include indemnification set below.

**Workers' Compensation and Employers Liability**

*Limits shall not be less than:*

- Employers Liability - Each Accident-Injury \$500,000
- Employers Liability - Each Employee-Disease \$500,000

- Employers Liability - Disease-Policy \$500,000
- Workers' Compensation: Statutory
  - Such insurance shall evidence that coverage applies to the State of Illinois.

**Automobile Liability**

*Limits shall not be less than:*

- Combined Single Limit: \$1,000,000
  - Coverage is to be written on an “Any Auto” basis.

**Umbrella Liability**

*Limits shall not be less than:*

- Bodily Injury and Property Damage Combined Single Limit: \$2,000,000
  - The “ADDL INSR” box shall be marked with “Yes” in the box.
  - The “SUBR WVD” box shall be marked with “Yes” in the box.
  - The Policy shall be in excess of the limits stated above.

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

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

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

**5. Firm Proposal**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within 60 days after the date this sealed Contract is opened.

**6. Bidders Representations and Warranties**

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

- A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in the included specifications of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Regulatory Requirements. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.
- E. Prevailing Wage. Prevailing wage is not required for this 2015 Tree Replacement contract.

## 7. Acknowledgements

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

- A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this

Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way be affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

**Bidder Status**

Corporation \_\_\_\_\_ State: \_\_\_\_\_

Partnership \_\_\_\_\_ State: \_\_\_\_\_

Individual Proprietorship: \_\_\_\_\_

Signature/Bidders Name:

\_\_\_\_\_

Doing Business as (if different):

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title/Position

\_\_\_\_\_

Bidders Business Address:

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

If a Corporation or Partnership, list all officers and partners:

Name	Title	Address

## Exhibit A- Tree Planting Specifications

### Part I. General

#### I. Scope of Work

Provide and install 150-250, 2" (1.75" minimum) to 2.25" (maximum) caliper, quality trees in the Village of Libertyville ROW's leaving the worksite clean and in good order.

#### II. Applicable Standards

- A. *American National Standards for Tree Care Operations, ANSI A300-2005.*
- B. *American Standard for Nursery Stock, ANSI Z60.1-2004.*
- C. Manual of Woody Landscape Plants, Their Identification, Ornamental Characteristics, Culture, Propagation and Uses, By Michael A. Dirr, Copyright 1975; 2009 Edition. Stipes Publishing Co., Illinois

#### III. Qualifications

- A. Tree planting and related work shall be performed by a contractor with a minimum of five years of municipal tree planting experience specializing in this type of work.
- B. All plant material must be provided by a current State of Illinois, (IDA) certified nursery.
- C. The contractor must have an International Society of Arboriculture certified Arborist on staff.
- D. The contractor must be State of Illinois, (IDA) EAB compliant.

#### IV. Submittals

- A. A copy of all submittals shall be provided with the bid quote.
- B. The tree planting contractor and supplier must provide a minimum of 5 municipal references.
- C. A copy of the most recent State of Illinois (IDA) nursery inspection must accompany all bid submittals.
- D. A copy of the International Society of Arboriculture certified Arborist certification of employee.
- E. A copy of your signed State of Illinois EAB Compliance agreement.

#### V. Planting Season

- A. All planting shall be completed no later than November 15th or earlier if freezing weather is predicted.
- B. If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted to the Superintendent of Parks, Forestry and Grounds stating the special conditions and the proposed variance. A written permission for the variance will be given if warranted in the opinion of the Superintendent of Parks, Forestry and Grounds.

#### VI. Utility Verification

- A. The contractor shall contact J.U.L.I.E. for verification of the location of all underground utility lines in the area of the work. The contractor is responsible to supply J.U.L.I.E. with all necessary required information for the locate sites. Only submit utility locates for tree plantings that can be accomplished in one week (Monday-Saturday). Supply list of daily planting locations a minimum of 72 hours prior to planting to the Village of Libertyville

Superintendent of Parks, Forestry and Grounds. Do not install any tree until the location has been marked. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

## Part 2. Materials

### I. Trees

- A. Trees shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug (during the most recent favorable harvest season).
1. All plant names and descriptions shall be as defined in Manual of Woody Plants (Michael A. Dirr)
  2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock, ANSI Z60.1-2004.
  3. Plants shall have been grown within 100 miles of the Village of Libertyville.
- B. Unless specifically noted, all plants shall be of excellent quality, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly excellent in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees with multiple leaders will be rejected. Trees with a damaged or crooked leader, crooked trunks, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
- C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the Superintendent of Parks, Forestry and Grounds. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the American Standards for Nursery Stock, shall be rejected.
- D. Substitutions of plant materials may be considered. Submit proposed substitution trees on the bid sheet provided. Trees that typically grow thorns, fruits, nuts and berries, evergreens, are multi stemmed, Autumn Blaze Maples, Silver Maples and Ornamental Pear will not be considered as substitutions.
- E. The plant list at the end of this section is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials are included in his or her bid.
- F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
- G. Selection and Tagging

1. Plants shall be subject to inspection for conformity to specification requirements and approval by the Superintendent of Parks, Forestry and Grounds, (or his/her designee) at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. All plants shall be selected and tagged by the Village Arborist (or his/her designee) at their place of growth.

H. Balled and Burlapped (B&B) Plant Materials

1. All trees are to be B&B and shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the American Standard for Nursery Stock ANSI Z60.1-2004. Balls shall be firmly wrapped with non-synthetic, rotttable burlap and secured with nails and heavy, nonsynthetic, rotttable twine. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted

I. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Root balls shall be checked regularly and watered sufficiently to maintain root viability.

J. Transportation and Storage of Plant Material

1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the Superintendent of Parks, Forestry and Grounds (or his/her designee), may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
3. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

**II. Materials for Planting**

A. Mulch shall be shredded hardwood. Material shall be mulching grade, uniform in size, and free of foreign matter. Submit sample for approval.

B. Tree Wrap:

1. Breathable synthetic fabric tree wrap. Brown in color delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" similar to and manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacturer literature for approval.
2. No tree wrap tape shall be used to secure the wrap to the trunk.

- C. Fertilizer shall be organic, slow-release compositions whenever applicable.

### Part 3. Execution

#### I. Excavation of Planted Areas

- A. Locations for trees will be staked and marked by the Village of Libertyville.
- B. Protect adjacent walls, walks, turf and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood or plastic sheeting as needed to cover existing concrete, metal, masonry work and other items during the progress of the work.
  - 1. Clean up any soil or dirt spilled on any paved surface after each planting
  - 2. Clean up/remove excess soil or dirt on turf areas after each planting
  - 3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet or frozen subgrade.

#### II. Fine Grading

- A. Grade the surface of all planted or lawn areas to meet the existing grades. Set grades at time of installation high enough relative to the type of soil and settlement anticipated so that the soil will be at the correct grades after a 12 month settlement period.
  - 1. Provide smooth transitions between slopes of different gradients and direction.
  - 2. Fill all dips and remove any bumps in the overall plane of the slope.

#### III. Tree Planting Operations

- A. Tree shall be planted according to the guidelines of the American National Standards for Tree Care Operations, ANSI A300-2005.
- B. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.

*(NOTE: Proper planting depth requires the root flare to be at or slightly above the finished grade. It is important to determine how deep the root flare is in the ball before it is placed in the planting hole. Sometimes the top of the ball may need to be raised until the root flare is at the proper planting depth and excess soil must be removed from the top of the ball.)*

- 1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
  - 2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree at the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) deep at the center of the root ball the tree shall be rejected.
- C. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the

trunk as a lever in positioning or moving the tree in the planting area.

- D. Cut ropes or strings from the top of tree root balls after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
- E. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
- F. Set balled and burlapped trees in the hole with the best growth form and habit facing the street.
- G. Place native soil into the area around the tree, tamping lightly to reduce settlement.
  - 1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
  - 2. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
- H. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
- I. Remove tags, (with the exception of the Libertyville tree tags), labels, strings, etc. from all plants.
- J. Remove any excess soil, debris, and planting material from the job site at the end of each planting.
- K. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree.
- L. Supply watering instructions at all tree planting locations to residents. Watering instructions will be provided to the contractor by the Village of Libertyville.

#### **IV. Wrapping**

- A. Wrap the trunk of all planted trees.
- B. Wrapping material shall be as specified. Wrapping material shall be fastened using a biodegradable tape. All tape shall be loosely wrapped around the wrapping material in a single layer to permit its breakdown in sunlight and permit a minimum of 25 mm (1 in.) of unrestricted trunk growth. Stapling or tying the wrap with non- or slowly biodegradable tape or any synthetic or natural fiber string shall be prohibited.
- C. Wrapping material shall be applied from the base of the tree to the first branch.

#### **V. Pruning**

- A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
- B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, made at the branch bark ridge, with the bark intact with no rough edges or tears.

- C. Tree paint shall not be used.

#### **VI. Mulching**

- A. All trees will be mulched with mulch previously approved by the Superintendent of Parks, Forestry and Grounds (or his/her designee). Mulch depth will be 2"-3", mulch must not be placed within 8 cm (3 in.) of the trunks of trees or shrubs.

#### **VII. Maintenance of Trees**

- A. Maintenance shall begin immediately after each tree is planted and continue until its acceptance has been confirmed by the Superintendent of Parks, Forestry and Grounds.
- B. Maintenance shall consist of resetting plants to proper grades or upright position, restoring of the planting saucer and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.

#### **VIII. Acceptance**

- A. The Superintendent of Parks, Forestry and Grounds (or his/her designee), shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least two working days (Monday-Friday) before the anticipated date of inspection.
- B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
- C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Superintendent of Parks, Forestry and Grounds the Superintendent of Parks, Forestry and Grounds shall certify in writing that the work has been accepted.

#### **IX. Guarantee Period and Replacements**

- A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
- B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
- C. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the Superintendent of Parks, Forestry and Grounds (or his/her designee), to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall exactly match the tree being replaced. Replacements shall be subject to all requirements stated in this specification.
- D. At the end of the guarantee, the contractor shall reset grades that have settled as requested by the Superintendent of Parks, Forestry and Grounds.
- E. Claims by the contractor that the owner's maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor and presented in writing to the Superintendent of Parks during the guarantee period.

#### **X. Final Inspection and Final Acceptance**

- A. At the end of the guarantee period and upon written request of the contractor, the Superintendent of Parks, Forestry and Grounds (or his/her designee) will inspect all guaranteed work for final acceptance. The request to perform the final inspection shall be received in writing, at least ten calendar work days before the anticipated date for final

inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Superintendent of Parks, Forestry and Grounds at that time, the Superintendent of Parks, Forestry and Grounds shall certify in writing, that the project has received final acceptance.

**XI. Payment**

- A. Payment shall be made to the contractor as follows:
1. 90% of the contract sum upon completion of planting of the trees.
  2. 10% of contract sum after final acceptance after 12 month warranty period.

**Exhibit B - 2015 Schedule of Prices**

Your bid price is based on a per tree cost and should include all costs of supplying and planting the trees on Village Parkways per specifications provided. **Quantities listed are only estimated and may increase or decrease.**

<b>Scientific and Common Names</b>	<b>Quantity</b>	<b>Cost per Tree With Planting</b>	<b>Extended Cost for Trees</b>
Acer campestre Hedge Maple	10	\$	\$
Acer miyabe 'Morton' State Street Maple	20	\$	\$
Acer rubrum 'Red Sunset' Red Maple	20	\$	\$
Acer saccharum 'Green Mountain' Green Mountain Sugar Maple	15	\$	\$
Carpinus Carolina American Hornbeam	10	\$	\$
Celtis occidentalis Hackberry	15	\$	\$
Ginko biloba (non fruit bearing) Ginko	10	\$	\$
Gleditsia f. tricanthos inermis 'Shademaster' Shademaster Locust	20	\$	\$
Gymnocladus dioicus 'Espresso' Kentucky Coffeetree	10	\$	\$
Ostrya virginiana Ironwood	15	\$	\$
Syringa reticulata Japanese Tree Lilac	15	\$	\$
Tilia Americana 'Redmond' Redmond Linden	10	\$	\$
Quercus Bicolor Swamp White Oak	20	\$	\$
Ulmus x 'Morton' Accolade Elm	20	\$	\$
<b>(*base bid bond on the projected total extended cost)</b>	<b>210</b>	<b>\$</b>	<b>\$</b>
<b>Totals</b>			

**CONTRACT ACCEPTANCE**  
**2015 TREE REPLACEMENT**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 8th day of September, 2015.

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

Village of Libertyville

By: \_\_\_\_\_

Kevin J. Bowens  
Village Administrator

**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 14, 2016  
**Agenda Item:** Purchase of Public Works Replacement Truck  
**Staff Recommendation:** Authorize Purchase to Morrow Brothers Ford  
**Staff Contact:** Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The 2016/17 Budget includes \$68,000.00 in the Fleet Services and Replacement Fund for the purchase of a replacement one ton truck (Unit # 307). The current 2006 Ford F-350 is being recommended for replacement based on years in service and current mileage. Formal quotes were received from the State of Illinois Contract (Morrow Brothers Ford), Landmark Ford Inc. and Napleton Ford to supply the truck chassis with the following results:

	Total
Landmark Ford Inc., Springfield IL	\$27,650.00
Napleton Ford, Libertyville IL	\$30,144.40
Morrow Brothers Ford, Greenfield IL	\$30,200.00

The 2017 Ford chassis, which is being supplied by Landmark Ford and Napleton Ford has a design flaw with the emergency brake cable that will not allow the safe installation of a service body and cannot be legally altered until Ford Motor Company can develop a solution at an unknown future date. Therefore, Administrative staff recommends the Village Board authorize the purchase of a 2016 Ford F-350 chassis from Morrow Brothers Ford in the not-to-exceed amount of \$30,200.00. The truck chassis will be outfitted with the remaining budgeted funds. Four positive votes are necessary for approval.

**Steve Elliott**

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**From:** Bob Smith <bsmith@monroetruck.com>  
**Sent:** Wednesday, May 25, 2016 9:23 AM  
**To:** Steve Elliott  
**Cc:** Pete Petrizzo  
**Subject:** FW: 9BES002367-0-LIBERTYVILLEVILLOF  
**Attachments:** 9BES002367-0-LIBERTYVILLEVILLOF.pdf

Steve,

Here is the quote for the 11' Brand FX body package. Let us know if you have any questions or if anything needs to be changed. One other thing we need to go over is the chassis. if you have a 2016 coming for this you are fine. The first few months of 2017 chassis will not work for a service body application. Ford designed the emergency brake cable in the wrong location and it will not allow a service body to fit on the chassis and it cannot be legally altered. Ford is planning a fix but it might take them a while. If at all possible you will want to get a 2016 or you will have to wait for a late 2017.

Thanks

Bob Smith  
Monroe Truck Equipment  
Inside sales coordinator  
Phone : 608-329-8103  
Email : [bsmith@monroetruck.com](mailto:bsmith@monroetruck.com)  
Fax : 608-329-8521



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL, 62044  
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 20, 2016

Village of Libertyville #307 - Revised  
Steve Elliott

We have figured the following under Illinois State Contract # 4018237

1 New 2016 Ford F350 4x4 Regular Cab Chassis <u>SRW</u> 60" CA	\$25,770.00
Z1 White Exterior / Vinyl40/20/40 Seating	\$ N/C
LT 275/75RX18E AT Tires	\$ 590.00
Spare Tire/Wheel	\$ 360.00
Limited Slip Rear Axle	\$ 330.00
Power Equipment Group	\$ 890.00
Heavy Service Suspension	\$ 175.00
Full Length Black Cab Steps	\$ 320.00
Trailer Brake Controller	\$ 230.00
Up-Fitter Switches	\$ 125.00
Snow Plow Prep	\$ 75.00
Roof Clearance Lights	\$ 55.00
XL Value Package, Cruise/Tilt, AM/FM/CD, Chrome Bumper	\$ 590.00
SYNC Communications	\$ 390.00
Daytime Running Lights	\$ 45.00
1-Extra Key	\$ 30.00
Delivery	\$ 225.00
Grand Total	\$30,200.00

All other standard equipment

Let me know if you have any questions. Thank you.

Richie Morrow Wellenkamp  
Fleet Manager/Vice President  
Morrow Brothers Ford, Inc.

# Quote

**Landmark Ford Inc.**  
*You Always Do Better At Landmark*

DATE: May 20, 2016

2401 Prairie Crossing Drive  
 Springfield, IL, 62711  
 Phone: 217 862 5253  
 Fax: 217 862 5316

Quote For: Village of Libertyville  
 600 North Avenue  
 Libertyville, Illinois 60048

DESCRIPTION	AMOUNT
2017 F-350 Cab&Chasiss 4x2 contract price	\$ 22,213.00
single rear wheel	(326.00)
4x4 option	3,454.00
Limited slip axle	332.00
Electronic shift on fly	158.00
Extra heavy alternator	64.00
snow plow prep package	\$73.00
Trailer Brake controller	249.00
spare tire & wheel	299.00
Hydraulic Jack	48.00
6" molded cab steps	295.00
Manual sliding rear window	107.00
Cruise control	235.00
Detailed CD rom service manual	249.00
Delivery	200.00
<b>SUBTOTAL</b>	<b>\$ 27,650.00</b>
<b>Units</b>	<b>1</b>
<b>Sub total</b>	<b>27,650.00</b>
<b>OTHER</b>	
<b>TOTAL</b>	<b>\$ 27,650.00</b>

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve Decker PH 217 862 5253 email [steve.decker@landmarkauto.com](mailto:steve.decker@landmarkauto.com)

**THANK YOU FOR YOUR BUSINESS!**

Village of Libertyville

Public Works

2017 Ford F-350 XL

SRW 60" CA 145 WB

4WD

Napleton Ford

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1010 S. Milwaukee Ave

Libertyville, IL 60048

CNGP530

VEHICLE ORDER CONFIRMATION

04/19/16 21:43:11

Dealer: F41082

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2017 F-SERIES SD

Page: 1 of 2

Order No: 0419 Priority: G2 Ord FIN: QC656 Order Type: 5B Price Level: 725  
Ord PEP: 630A Cust/Flt Name: LIBERTYVILLE PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
F3F	F350 4X4CHAS/CS	\$36730	\$34710.00	18B	PLAT RUNNING BD	\$320	\$295.00
	.145" WHEELBASE				9800# GVWR PKG		
Z1	OXFORD WHITE			425	50 STATE EMISS	NC	NC
A	VNYL 40/20/40			43C	110V/400W OUTLT	75	69.00
S	MEDIUM EARTH GR			473	SNOW PLOW PKG	85	79.00
630A	PREF EQUIP PKG				JOB #1 BUILD		
	.XL TRIM			52B	BRAKE CONTROLLER	270	249.00
572	.AIR CONDITIONER	NC	NC		TOTAL BASE AND OPTIONS	39260	
	.AM/FM STER/CLK				TOTAL	39260	
996	6.2L EFI V8 ENG	NC	NC		*THIS IS NOT AN INVOICE*		
44P	6-SPD AUTOMATIC	NC	NC		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
TD8	.LT245 BSW AS 17	NC	NC		* MORE ORDER INFO NEXT PAGE *		
X37	3.73 REG AXLE	NC	NC		F8=Next		
512	SPARE TIRE/WHL2	350	323.00		F3/F12=Veh Ord Menu		
61J	JACK	NC	NC		F9=View Trailers		

F1=Help F2=Return to Order  
F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC01711

fmcdealer@Napleton3623

Apr 19, 2016 8:43:22 PM

SELLING PRICE \$34,889.40

CD-ROM MANUAL \$225.00

\$35,114.40

GOVERNMENT CONCESSION

\$-5,000.00

TOTAL \$30,114.40