



**Village of Libertyville Board of Trustees Meeting  
AGENDA  
June 28, 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 June 14, 2016 Meeting

Documents:

[Minutes of the June 14, 2016 Meeting.pdf](#)

b. Bills For Approval

Documents:

[Agenda Item 3B.pdf](#)

c. Ordinance: Vacation Of Unimproved Alley - 634 Meadow Lane

Documents:

[Agenda Item 3C.pdf](#)

d. Ordinance: Vacation Of Unimproved Alley - 208 E. Austin Avenue

Documents:

[Agenda Item 3D.pdf](#)

e. Ordinance: Vacation Of Unimproved Alley - 503 Drake Street - DEFER

Documents:

[Agenda Item 3E.pdf](#)

f. Request To Install Downtown Banners - Lake County Haven

Documents:

[Agenda Item 3F.pdf](#)

g. Approve Raffle License Request - Libertyville Sunrise Rotary Club

Documents:

[Agenda Item 3G.pdf](#)

h. Request Use Of Village Property - Cook Library

Documents:

[Agenda Item 3H.pdf](#)

i. Resolution: Approve Dissolution Of The Emergency Telephone System Board

Documents:

[Agenda Item 3I.pdf](#)

j. ARC Report

Documents:

[Agenda Item 3J.pdf](#)

4. ZBA Report: Approve Variation For A Fence - 1215 Winchester

Documents:

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

5. ZBA Report: Approve Variation For Signage - 1010 S. Milwaukee Avenue

Documents:

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

6. Plan Commission Report: Approve Site Plan For 1000 E. Park Avenue

Documents:

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

7. Plan Commission Report: Approve Special Use Permit For 700 N. First

Documents:

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

8. Ordinance: Amend Zoning Code: Parking Requirements In C-1 District

Documents:

Agenda Item No. 8.pdf

9.Ordinance: Approve Amendment To The Final Plan For 851-937 E. Park Avenue

Documents:

Agenda Item No. 9.pdf

10.Ordinance: Approve Site Plan Permit For 844 E. Rockland Road

Documents:

Agenda Item No. 10.pdf

11.Ordinance: Amend Chapter 25 Of Municipal Code Re: Grease, Oil And Sand Traps

Documents:

Agenda Item No. 11.pdf

12.Award Bid To Chicagoland Construction For Riverside Pool Gutter Replacement And Painting

Documents:

Agenda Item No. 12.pdf

13.Award Bid To Walter & Son Waste Hauling, LLC

Documents:

Agenda Item No. 13.pdf

14.Approve Purchase Of Aftermarket Equipment For Public Works Truck - (Unit #307)

Documents:

Agenda Item No. 14.pdf

15.Authorize Staff To Develop And Distribute RFP's For Stormwater Management Plan

Documents:

Agenda Item No. 15.pdf

16.Award Bid For 2016 Sanitary Storm Sewer Cleaning And Televising Project

Documents:

Agenda Item No. 16.pdf

17.Petitions & Communications

18.Executive Session - Personnel

19.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  
JUNE 14, 2016

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

President Weppler introduced the Libertyville High School Mathletes who won the Illinois State Championship. The group's president introduced members and coaches and explained the various categories and events of the State competition. All present offered congratulations.

**ITEMS NOT ON THE AGENDA**

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

There were no items.

**OMNIBUS VOTE AGENDA**

President Weppler 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 24, 2016 Meeting
- B. Bills for Approval
- C. **ORDINANCE 16-O-42: Designate Cook House as Historic Landmark**
- D. **ORDINANCE 16-O-43: Designate David Adler Estate as Historic Landmark**
- E. **ORDINANCE 16-O-44: Approve Concept and Final Plan for Car Wash at 760 E. Park Avenue**
- F. **ORDINANCE 16-O-45: Approve Front Yard Setback Variation – 332 Jackson Avenue**
- G. **ORDINANCE 16-O-46: Vacation of Unimproved Alley – 433 Sunnyside**
- H. **ORDINANCE 16-O-47: Vacation of Unimproved Alley – 710 Meadow Lane**
- I. **ORDINANCE 16-O-48: Vacation of Unimproved Alley – 714 Meadow Lane**
- J. **ORDINANCE 16-O-49: Vacation of Unimproved Alley – 192 Acorn Lane**
- K. Approve Electric Purchase Agreement with Nordic Energy
- L. Approve Purchase of Aftermarket Equipment for Public Works Truck
- M. **RESOLUTION 16-R-19: Approve Change Order to Janitorial Services Contract**
- N. **RESOLUTION 16-R-20: Authorize Work in IDOT State Right-of-Way**
- O. Approve Plat of Dedication – 234 and 236 Appley Avenue
- P. Approve Plat of Dedication – 305 West Maple Avenue
- Q. **ORDINANCE 16-O-50: Declare Surplus Property**
- R. **ORDINANCE 16-O-51: Establish Prevailing Rate of Wages**

**S. RESOLUTION 16-R-21: Adopt Mill Creek Watershed Plan**

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

Trustee Moras seconded. The Mayor asked for Board and public comment. Trustee Garrity asked for clarification of the change order for janitorial service. Public Works Director Paul Kendzior noted additional cleaning services were needed and had been included in the Village budget. The motion carried on roll call vote as follows:

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

NAYS: None

**ALDRIDGE ELECTRIC PARKING LOT ADDITION**

**A. Plan Commission Report: Site Plan Permit – 844 E. Rockland Road**

President Wepler reported that the May 23, 2016 Plan Commission meeting, there was 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 side of the building at Aldridge Electric, 844 E. Rockland Road. The proposed expansion will accommodate an interior office expansion that is currently underway and will be 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 the expanded parking lot but will come from Park Avenue by entering the Bridge Development property. The Plan Commission noted that no new additional traffic will access Rockland Road, and the expansion will also improve storm water management. The Plan Commission voted unanimously to recommend Village Board approval. The Mayor then asked for comments and questions. Mr. Angelo Zografos of Pearson, Brown & Associates, Inc. and Landscape Architect Amy Olson presented information for the project.

Trustee Garrity moved to approve the Site Plan Permit, and Trustee Justice seconded. The motion carried on roll call vote as follows:

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

NAYS: None

**B. Amend Final Plan – Bridge Point 94**

President Wepler introduced a request from Bridge Point 94, LLC for an Amendment to the Planned Development Final Plan for the project located at 851-937 E. Park Avenue in order to construct an access drive at the south end of the property to accommodate the parking lot addition along the west side of the Aldridge Electric property. He noted that 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 adjustments are proposed to accommodate the access drive. Administrative Staff found the proposal to be in substantial conformity with the Final Plans as cross-access easement is already in place and recommended Village Board approval.

The Mayor asked for Board and public comments and questions.

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

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

NAYS: None

**PLAN COMMISSION REPORT – Text Amendment re: Errors and Discrepancies**

President Weppler reported that at their May 23, 2016 meeting, 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. Proposed corrections and additions were included in the report. The Mayor asked for questions and comments.

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

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

NAYS: None

**PLAN COMMISSION REPORT – Text Amendment re: Parking Requirements in the C-1 District**

President Weppler introduced a Plan Commission report regarding a proposed Text Amendment to the Village Zoning Code in order to further regulate the parking requirements in the C-1, Downtown Core Commercial District by eliminating Section 10-1.2d 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 had 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. The Mayor then asked for questions and comments. Responding to Trustee Garrity, Director John Spoden explained that the amendment would provide for minor façade work and allow for improvements, and a general notice will be sent to owners.

Trustee Johnson moved to approve the Text Amendment, and Trustee Adams seconded.

With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

**PLAN COMMISSION REPORT – Text Amendment re: Lot Coverage in Residential Districts**

President Weppler introduced a Plan Commission report regarding a proposed Text Amendment to the Libertyville Zoning Code in order to further regulate lot coverage in

Residential Zoning Districts. The current Zoning Code regulates the percentage of overall lot coverage for residential properties but does not provide for specific limitations 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 Mayor explained that the proposed 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. The amendment will be applied to all Single Family Detached Dwelling units in all of the residential zoning districts. The Mayor asked for questions and comments.

Trustee Adams moved to approve the Text Amendment, and Trustee Justice seconded.

With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

#### **ORDINANCE 16-O-52: Amend 2015-2016 Village Budget**

President Weppler explained that 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 ordinance presented is in compliance with the requirements set forth in the Budget Officer Act. Administrative Staff recommended approval. The Mayor asked for questions and comments.

Trustee Moras moved to adopt the ordinance, and Trustee Johnson seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

**RESOLUTION 16-R-22: Amend Professional Services Agreement with Walker Parking Consultants**

President Wepler recused himself from discussion due to his owning property in the TIF District. He assigned Trustee Johnson as President Pro Tem for the item.

President Pro Tem Johnson introduced a resolution for amending the Professional Services Agreement with Walker Parking Consultants. 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 enlargements of the south access drive to Maple Street. Funds are available in the Tax Increment Financing (TIF) Fund for the additional work. Administrative Staff recommended adoption of the resolution and approval for Amendment No. 1. President Pro Tem Johnson asked for Board and public questions or comments.

Trustee Garrity moved to adopt the resolution for Amendment No. 1 and authorize execution. Trustee Gaines seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

**APPROVE AMENDMENT TO ELECTRICAL AGGREGATION WITH FIRSTENERGY**

President Wepler explained that in March 2012, Libertyville voters approve 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 Mayor continued noting that 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 their 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 appeared on the agenda in order for the Village Board to formally concur with that previous approval. The Mayor asked for discussion.

Trustee Moras moved to approve the amendment to the agreement with FirstEnergy Solutions, and Trustee Garrity seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

**ORDINANCE 16-O-53: Amend Code to Increase Class G-1 Liquor Licenses – Oh Olive**

President Wepler introduced an ordinance to 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, located at 606 N. Milwaukee Avenue. The owners intend to serve and sell wine with cooking classes that they plan to offer. The Mayor/Liquor Commissioner and Village Staff have reviewed the application 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 license to Oh Olive. The Mayor then asked for discussion.

Ms. Schuenemann and Ms. Koval addressed the Board regarding their plans for offering evening cooking classes, specialty wines, and education on the benefits of olive oils.

Trustee Adams moved to approve the ordinance amending the number of Class G-1 Liquor Licenses, and Trustee Johnson seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

**ORDINANCE 16-O-54: Amend Code to Increase Class B Liquor Licenses – Main Street Social**

President Wepler introduced an ordinance to amend the Municipal Code to increase the number of Class B Liquor Licenses from 18 to 19 based on an application for a Class B

Liquor License from Ken Stemke of Main Street Social which plans on opening at 608 N. Milwaukee Avenue. The restaurant will have approximately 68 seats serving small plates and appetizers, draft beers, and wine and cocktails.

The application was reviewed by the Mayor/Liquor Commissioner and Village Staff with a recommendation to increase the number of Class B licenses in order to allow for the issuance of a Class B license to Ken Stemke of Main Street Social. The license will be issued 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 during hours to be determined by the Police Chief, Mayor, and Administrator.

The Mayor asked for questions and comments. Trustee Garrity asked for clarification of a valet program. Police Chief Clint Herdegen noted the difficulty in determining a valet location and added that other businesses might be willing to sign on with valet services. The issue would be revisited if necessary.

Trustee Moras moved to approve the ordinance amending the number of Class B Liquor Licenses, and Trustee Garrity seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

### **APPROVE PROFESSIONAL SERVICES AGREEMENT – Inflow and Infiltration Study**

President Wepler reported that the Village has received a proposal from Engineering Enterprises Inc. (EEI) for an Inflow and Infiltration (I/I) investigation in Basin 9 of the Village 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 Avenue.

The Mayor explained that I/I is extraneous storm water 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 time of rainfall or snow melt, water runoff and groundwater often find a way into the sanitary sewer system, especially in older sections of town where the sewer lines, including private service laterals, do not have 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 stations where run times for the pumps increase dramatically during rain events.

The Firm of EEI has done an excellent job on previous sanitary flow monitoring and I/I studies in the past. 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 recommended approval of the Professional Services Agreement with EEI in the not-to-exceed amount of \$55,642.00 and execution by the Village Administrator. The Mayor asked for any Board or public comments.

Trustee Johnson moved to approve the agreement and authorize execution. Trustee Moras seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

#### **WAIVE BIDS AND AWARD CONTRACT – 2016-2017 Tree Planting Program**

President Weppler reported that Staff has been approached by Arthur Weiler, Inc. to discuss the possibility of extending the current quantities and unit prices from the 2015-2016 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. They FY 2016-2017 budget provides \$72,305.00 in the Parks Division Budget for this work, of which \$71,055.00 is still available.

The Parks and Recreation Committee and Administrative Staff recommended waiving the competitive bidding process and awarding the contract for 2016-2017 Tree Planting Program to Arthur Weiler, Inc. and authorizing execution by the Village Administrator. The contract amount will not exceed the available budgeted amount. The Mayor then asked for questions or comments.

Trustee Gaines moved to waive competitive bidding and award the contract to Arthur Weiler, Inc. Trustee Garrity seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

#### **APPROVE PURCHASE OF PUBLIC WORKS TRUCK**

President Weppler stated that the 2016-2017 budget includes \$68,000.00 in the Fleet Services and Replacement Fund for the purchase of a replacement one-ton truck (Unit #307). 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:

|                      |             |
|----------------------|-------------|
| Landmark Ford, Inc.  | \$27,650.00 |
| Napleton Ford        | \$30,144.40 |
| Morrow Brothers Ford | \$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 recommended that 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 funds. The Mayor asked for questions and comments. The Board discussed waiting or replacing the truck with the 2016 model.

Trustee Johnson moved to authorize the purchase from Morrow Brothers Ford, and Trustee Moras seconded. With no further comments or questions, the motion carried on roll call vote as follows:

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

NAYS: None

#### **PETITIONS AND COMMUNICATIONS**

President Wepler announced the following:

- The Economic Development Commission will meet at 7:30 a.m. on Wednesday, June 15, 2016
- Libertyville Days Festival will be Thursday, June 16 through Sunday, June 19, 2016
- The Libertyville Days Parade will be held on Saturday, June 18, 2016 at 10:00 a.m. The Village Board will be riding the Fire Truck and should meet at 9:30 a.m. in the AudioSmith/Hansa Coffee parking lot.
- The Parking Commission will meet at 10:00 a.m. on Tuesday, June 21, 2016
- The Emergency Telephone System Board will meet at 9:00 a.m. on Thursday, June 23, 2016 at the Schertz Building
- The Plan Commission/Zoning Board of Appeals will meet at 7:00 p.m. on Monday, June 27, 2016
- The Streets Committee will meet at 7:00 p.m. on Tuesday, June 28, 2016
- The Village Board will meet at 8:00 p.m. on Tuesday, June 28, 2016

Trustee Johnson asked that the signage at Salerno's and The Green Room be reviewed. She was concerned with multiple signs with the same information and the use of neon-lighted signs. She asked that the issue be pursued with the possibility of an ordinance to regulate the signs.

Trustee Moras thanked the owner of Oh Olive for reinvestment in their successful business.

**ADJOURNMENT**

With no further business, Trustee Johnson moved to adjourn, Trustee Adams 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 28, 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                                  | \$180,152.96          |
| Capital Improvement Fund                      | 57,910.56             |
| Commuter Parking Fund                         | 2,886.83              |
| Concord Special Service Area                  | 1,204.30              |
| Emergency Telephone System 911                | 2,495.99              |
| Firefighters Pension Fund                     | 0.00                  |
| Foreign Fire Insurance Tax                    | 0.00                  |
| General Bond & Interest                       | 15,776.25             |
| Hotel/Motel Tax Fund                          | 17,970.55             |
| Libertyville Sports/Comp                      | 377,462.18            |
| Motor Fuel Tax Fund                           | 0.00                  |
| Northwest Water/Sewer Fund                    | 0.00                  |
| Park Improvement Fund                         | 369.78                |
| Police Pension Fund                           | 0.00                  |
| Public Building Improvement Fund              | 0.00                  |
| Road Improvement                              | 477,927.15            |
| Sales Tax Bond Fund                           | 1,720.00              |
| Tax Increment Finance District                | 11,103.98             |
| Technology Equipment/Replacement Service Fund | 30,152.80             |
| Timber Creek Special Service Area             | 860.20                |
| Utility Fund                                  | 232,565.21            |
| Vehicle Maintenance/Replacement Fund          | 13,911.63             |
| <b>Total - Accounts Payable</b>               | <b>\$1,424,470.37</b> |
| <b>Total - Payroll 6/20/16</b>                | <b>\$767,985.02</b>   |
| <b>Grand Total</b>                            | <b>\$2,192,455.39</b> |

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on June 28, 2016 and you are hereby authorized to pay them from the appropriate budgets.

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Terry L. Wepler, Mayor

Attest:

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Sally A. Kowal, Village Clerk

JOURNALIZED

BOTH OPEN AND PAID

Invoice Description

Amount

Check #

Invoice Line Desc

Vendor

Fund 01 GENERAL FUND

| GL Number                   | Invoice Line Desc          | Vendor                    | Invoice Description  | Amount    | Check # |
|-----------------------------|----------------------------|---------------------------|----------------------|-----------|---------|
| 01-0000-0-450000            | BED-15-0008 - PENG-15-0034 | DB DEVELOPMENTS           | BD Bond Refund       | 2,500.00  |         |
| 01-0000-0-450000            | BB-14-0123 - PD-14-0009    | DB DEVELOPMENTS           | BD Bond Refund       | 5,000.00  |         |
| 01-0000-0-450000            | BB-15-0091 - PB-15-0170    | DREAM BIG DEVELOPMENTS I  | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BERC-15-0009 - PSD-15-0007 | DREAM BIG DEVELOPMENTS I  | BD Bond Refund       | 2,500.00  |         |
| 01-0000-0-450000            | BB-14-0205 - PB-14-0264    | DREAM BIG DEVELOPMENTS I  | BD Bond Refund       | 5,000.00  |         |
| 01-0000-0-450000            | BB-16-0006 - PB-16-0013    | ELLIOT WEST HOME SERVICE  | BD Bond Refund       | 1,500.00  |         |
| 01-0000-0-450000            | BB-16-0044 - PB-16-0130    | ENVY HOME SERVICES INC    | BD Bond Refund       | 1,500.00  |         |
| 01-0000-0-450000            | BB-16-0002 - PB-16-0005    | GAJEWICZ, THOMAS & KATHR  | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-16-0001 - PI-16-0001    | GRANAT, DENISE            | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-15-0218 - PB-15-0612    | HILL TOP LLC              | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-13-0180 - PB-13-0430    | KOFFEL DEVELOPMENT GROUP  | BD Bond Refund       | 5,000.00  |         |
| 01-0000-0-450000            | BERC-13-0023 - PSD-13-0006 | KOFFEL DEVELOPMENT GROUP  | BD Bond Refund       | 5,000.00  |         |
| 01-0000-0-450000            | BEP-15-0005 - PENG-15-0059 | KOFFEL DEVELOPMENT GROUP  | BD Bond Refund       | 250.00    |         |
| 01-0000-0-450000            | BED-15-0007 - PENG-15-0031 | LAZZARETTO CONSTRUCTION   | BD Bond Refund       | 2,500.00  |         |
| 01-0000-0-450000            | BERC-15-0012 - PSD-15-0009 | LAZZARETTO CONSTRUCTION   | BD Bond Refund       | 5,000.00  |         |
| 01-0000-0-450000            | BB-15-0074 - PD-15-0010    | LAZZARETTO CONSTRUCTION   | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-16-0007 - PB-16-0019    | MAYWORM, GREGORY T        | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-14-0142 - PB-14-0323    | S SAMUELS HOMES INC       | BD Bond Refund       | 1,500.00  |         |
| 01-0000-0-450000            | BB-16-0063 - PB-16-0198    | SCHAFFER BROTHERS REMODEL | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-16-0059 - PB-16-0179    | SWANK, JOANN L            | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-16-0008 - PB-16-0022    | TARANOWSKI, WILLIAM F     | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | DEPOSITS REFUNDABLE        | THE BOLDT COMPANY         | HYDRANT BOND RELEASE | 500.00    |         |
| 01-0000-0-450000            | BB-15-0137 - PB-15-0390    | TOTAL HOME IMPROVEMENT &  | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-16-0043 - PB-16-0133    | TOTAL HOME IMPROVEMENT &  | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BB-16-0046 - PB-16-0143    | WEITZEL, THEODORE & REBE  | BD Bond Refund       | 500.00    |         |
| 01-0000-0-450000            | BEP-16-0003 - PENG-16-0019 | WILKINSON, THOMAS & JEAN  | BD Bond Refund       | 250.00    |         |
| 01-0000-0-460000            | WASTE TAGS-DUE TO GROOT    | GROOT INDUSTRIES INC      | WASTE TAG SALES      | 155.50    |         |
| Total For Dept 0000 GENERAL |                            |                           |                      | 46,155.50 |         |

| GL Number                                  | Invoice Line Desc                | Vendor                   | Invoice Description                 | Amount    | Check # |
|--|----------------------------------|--------------------------|-------------------------------------|-----------|---------|
| 01-0100-3-716000                           | Dept 0100 ADMINISTRATION/FINANCE | IL DEPT OF PUBLIC HEALTH | DIST49.5/09705 DEATH CERT SURCHG 5/ | 8,160.00  |         |
| 01-0100-4-710000                           | VITAL RECORDS                    | CALL ONE                 | SERVICE 6/16                        | 349.00    |         |
| 01-0100-5-726000                           | TRAVEL, TRAIN, SUBSCRIP & DUES   | GLMV CHAMBER OF COMMERCE | ANNUAL LUNCHEON-GARRITY             | 25.00     |         |
| 01-0100-5-726000                           | TRAVEL, TRAIN, SUBSCRIP & DUES   | GLMV CHAMBER OF COMMERCE | ANNUAL LUNCHEON-MORAS               | 25.00     |         |
| 01-0100-5-726000                           | TRAVEL, TRAIN, SUBSCRIP & DUES   | GOVERNMENT FINANCE OFFIC | MEMBERSHIP RENEWAL 8/1/16--7/31/17  | 225.00    |         |
| 01-0100-5-726000                           | TRAVEL, TRAIN, SUBSCRIP & DUES   | ICMA                     | MEMBERSHIP RENEWAL                  | 1,115.06  |         |
| 01-0100-5-726000                           | TRAVEL, TRAIN, SUBSCRIP & DUES   | ICMA                     | ICMA-CONF REGISTRATION-BOWENS       | 690.00    |         |
| 01-0100-5-726000                           | TRAVEL, TRAIN, SUBSCRIP & DUES   | NORTHERN IL UNIV-OUTREAC | CONFERENCE REGISTRATION-AMDEI       | 120.00    |         |
| 01-0100-5-744000                           | PRINTING                         | HAAPANEN                 | PRINT / SPRING VLG VIEWS            | 2,901.78  |         |
| 01-0100-6-790000                           | CAPITAL OUTLAY                   | ADORAMA                  | CAMERA BATTERY PACK/LENSES          | 697.90    |         |
| 01-0100-6-790000                           | CAPITAL OUTLAY                   | ADORAMA                  | CAMERA FLASH                        | 326.95    |         |
| 01-0100-6-790000                           | CAPITAL OUTLAY                   | ADORAMA                  | CAMERA BATTERY PACK/LENSES          | 697.90    |         |
| 01-0100-6-790000                           | CAPITAL OUTLAY                   | ADORAMA                  | CAMERA FLASH                        | 326.95    |         |
| 01-0100-6-790000                           | CAPITAL OUTLAY                   | AMAZON                   | STAND DESK                          | 690.00    |         |
| Total For Dept 0100 ADMINISTRATION/FINANCE |                                  |                          |                                     | 16,350.54 |         |

| GL Number        | Invoice Line Desc     | Vendor                   | Invoice Description                   | Amount | Check # |
|------------------|-----------------------|--------------------------|---------------------------------------|--------|---------|
| 01-0201-3-728000 | Dept 0201 ENGINEERING | BOLLINGER, LACH & ASSOCI | PRIVATE DEVELOP. WDO PLAN REVIEW SERV | 213.00 |         |
| 01-0201-3-728000 | TECHNICAL SERVICES    | BOLLINGER, LACH & ASSOCI | PRIVATE DEVELOP. WDO PLAN REVIEW ENG, | 284.00 |         |
| 01-0201-3-728000 | TECHNICAL SERVICES    | BOLLINGER, LACH & ASSOCI | PRIVATE DEVELOP. WDO PLAN REVIEW SERV | 355.00 |         |
| 01-0201-3-728000 | TECHNICAL SERVICES    | BOLLINGER, LACH & ASSOCI | PRIVATE DEVELOP. WDO PLAN REVIEW SERV | 426.00 |         |
| 01-0201-3-728000 | TECHNICAL SERVICES    | BOLLINGER, LACH & ASSOCI | PRIVATE DEVELOP. WDO PLAN REVIEW-BUCK | 497.00 |         |
| 01-0201-3-728000 | TECHNICAL SERVICES    | BOLLINGER, LACH & ASSOCI | 2016 NPDES REPORT ENG SERVICE         | 852.00 |         |

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

|                       |                                |                                 |                                   |          |  |
|-----------------------|--------------------------------|---------------------------------|-----------------------------------|----------|--|
| Dept 0201 ENGINEERING | TELEPHONE                      | CALL ONE                        | SERVICE 6/16                      | 87.25    |  |
| 01-0201-4-710000      |                                | HAVEY COMMUNICATIONS            | FLASHLIGHT / ENG TRUCK #402       | 109.00   |  |
| 01-0201-5-706000      | MATERIALS AND SUPPLIES         | RED WING SHOES                  | WORK BOOTS                        | 131.75   |  |
| 01-0201-5-706000      | MATERIALS AND SUPPLIES         | T & T REPRODUCTIONS & SU        | ENG COPIES                        | 198.75   |  |
| 01-0201-5-706000      | MATERIALS AND SUPPLIES         | BRIGHTCARD INC                  | REPLENISH ID CARD ACCT            | 30.00    |  |
| 01-0201-5-723000      | OFFICE SUPPLIES                | RICOH USA, INC                  | COPIER LEASE                      | 110.94   |  |
| 01-0201-5-723000      | TRAVEL, TRAIN, SUBSCRIP & DUES | APWA                            | ONLINE SOFTWARE-PW MNGT PRACTICES | 148.75   |  |
| 01-0201-5-726000      | TRAVEL, TRAIN, SUBSCRIP & DUES | APWA                            | MEMBERSHIP DUES 9/1/16--8/31/17   | 465.00   |  |
| 01-0201-5-726000      | POSTAGE                        | PETTY CASH GENERAL              | REPLENISH PETTY CASH              | 6.80     |  |
| 01-0201-5-726000      | APWA LUNCHEON                  | PETTY CASH GENERAL              | REPLENISH PETTY CASH              | 60.00    |  |
| 01-0201-5-726000      | REIMB/ MILEAGE - 3MTGS         | PETTY CASH GENERAL              | REPLENISH PETTY CASH              | 102.86   |  |
| 01-0201-6-790000      | CAPITAL OUTLAY                 | CDW GOVERNMENT, INC             | PRINTER                           | 382.04   |  |
|                       |                                | Total For Dept 0201 ENGINEERING |                                   | 4,460.14 |  |

Dept 0203 STREETS

|                  |                                 |                             |  |           |  |
|------------------|---------------------------------|-----------------------------|--|-----------|--|
| 01-0203-4-707000 | STREETLIGHT ENERGY              | COMMONWEALTH EDISON CO      | SERVICE 6/16                           | 3,293.17  |  |
| 01-0203-4-707000 | STREETLIGHT ENERGY              | COMMONWEALTH EDISON CO      | SERVICE 5/16                           | 110.72    |  |
| 01-0203-4-707000 | STREETLIGHT ENERGY              | COMMONWEALTH EDISON CO      | SERVICE 5/16                           | 19.71     |  |
| 01-0203-4-707000 | STREETLIGHT ENERGY              | COMMONWEALTH EDISON CO      | SERVICE 5/16                           | 20.86     |  |
| 01-0203-4-707000 | STREETLIGHT ENERGY              | COMMONWEALTH EDISON CO      | SERVICE 5/16                           | 273.40    |  |
| 01-0203-4-707000 | STREETLIGHT ENERGY              | COMMONWEALTH EDISON CO      | SERVICE 5/16                           | 87.58     |  |
| 01-0203-5-726000 | TRAVEL, TRAIN, SUBSCRIP & DUES  | APWA                        | MEMBERSHIP DUES 9/1/16--8/31/17        | 155.00    |  |
| 01-0203-5-726000 | TRAVEL, TRAIN, SUBSCRIP & DUES  | APWA-CHICAGO METRO CHAPT    | EXPO 2016 REGISTRATION                 | 245.00    |  |
| 01-0203-5-752000 | UNIFORMS                        | AMERICAN OUTFITTERS LTD     | UNIFORMS / HATS                        | 160.00    |  |
| 01-0203-5-752000 | UNIFORMS                        | NORTH AMERICAN SAFETY INC   | RAIN SUIT                              | 37.00     |  |
| 01-0203-7-708000 | STREETLIGHT MAINTENANCE         | GEARY ELECTRIC INC          | STREETLIGHT REPAIR / BURDICK & DAWES   | 657.00    |  |
| 01-0203-7-708000 | STREETLIGHT MAINTENANCE         | GEARY ELECTRIC INC          | STREETLIGHT REPAIR / GOLF & BEDFORD    | 586.65    |  |
| 01-0203-7-708000 | STREETLIGHT MAINTENANCE         | GEARY ELECTRIC INC          | LOCATE & REPAIR CABLE FAULT / SANDSTON | 1,388.81  |  |
| 01-0203-7-708000 | STREETLIGHT MAINTENANCE         | GEARY ELECTRIC INC          | LOCATE & REPAIR CALBE FAULT / 322 AME  | 1,307.16  |  |
| 01-0203-7-708000 | STREETLIGHT MAINTENANCE         | GEARY ELECTRIC INC          | REPAIR KNOCKDOWN / MILM & NEWBERRY     | 2,158.54  |  |
| 01-0203-7-708000 | STREETLIGHT MAINTENANCE         | GEARY ELECTRIC INC          | REPAIR ST LIGHTS / REGENCY LANE        | 541.88    |  |
| 01-0203-7-712000 | MAINTENANCE BUILDINGS           | MENARDS - GURNEE            | WINDOW AIR CONDITIONER                 | 249.99    |  |
| 01-0203-7-713000 | 2016/17 MOWING & LANDSCAPING CO | BUHMAN DESIGN GROUP INC     | 2016/17 MOWING & LANDSCAPING CONTRACT  | 1,380.00  |  |
| 01-0203-7-713000 | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG    | MOWING AND LANDSCAPING                 | 1,701.58  |  |
| 01-0203-7-716000 | MAINTENANCE STREETS AND ALLEYS  | GRAYSLAKE FEED SALES, IN    | GRASS SEED / STANARD MIX               | 295.50    |  |
| 01-0203-7-716000 | MAINTENANCE STREETS AND ALLEYS  | MIDWEST PAVING EQUIPMENT    | ASPHALT RELEASE AGENT                  | 966.00    |  |
| 01-0203-7-716000 | MAINTENANCE STREETS AND ALLEYS  | PETER BAKER & SON CO        | ASPHALT REPAIR                         | 255.00    |  |
| 01-0203-7-719000 | MAINTENANCE SIGNS               | LAKE COUNTY TREASURER       | SIGN SHOP MATERIALS                    | 51.75     |  |
| 01-0203-7-719000 | 2"X2"X10' SQUARE POST           | TAPCO                       | 2" X 2" X 10' SQUARE POST / 2.25" X 2  | 593.75    |  |
| 01-0203-7-719000 | 2.25"X2.25X3' SQUARE POST       | TAPCO                       | 2" X 2" X 10' SQUARE POST / 2.25" X 2  | 525.00    |  |
| 01-0203-7-719000 | SHIPPING CHARGES                | TAPCO                       | 2" X 2" X 10' SQUARE POST / 2.25" X 2  | 175.00    |  |
|                  |                                 | Total For Dept 0203 STREETS |  | 17,236.05 |  |

Dept 0205 REFUSE & RECYCLING

|                  |                      |                          |                 |          |  |
|------------------|----------------------|--------------------------|-----------------|----------|--|
| 01-0205-3-728000 | CONTRACTUAL SERVICES | TKG ENVIRONMENTAL SERVIC | STREET SWEEPING | 4,698.00 |  |
|------------------|----------------------|--------------------------|-----------------|----------|--|

Total For Dept 0205 REFUSE & RECYCLING 4,698.00

Dept 0301 PLANNING DIVISION

|                  |                               |                |                                     |        |  |
|------------------|-------------------------------|----------------|-------------------------------------|--------|--|
| 01-0301-3-742000 | COPY MACHINE LEASE            | RICOH USA, INC | COPIER LEASE                        | 171.52 |  |
| 01-0301-3-742000 | COPY MACHINE LEASE            | RICOH USA, INC | COPIER LEASE                        | 110.95 |  |
| 01-0301-4-710000 | TELEPHONE                     | CALL ONE       | SERVICE 6/16                        | 87.25  |  |
| 01-0301-5-726000 | TRAVEL, TRAIN, SUBSCRIP, DUES | LAL, LTD       | INITIATION BANQUET/2016 DUES-SPODEN | 435.00 |  |

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND  
 Dept 0301 PLANNING DIVISION

|                                       |                             |                                       |                             |          |  |
|---------------------------------------|-----------------------------|---------------------------------------|-----------------------------|----------|--|
| Dept 0302 BUILDING SERVICES           |                             | Total For Dept 0301 PLANNING DIVISION |                             | 804.72   |  |
| 01-0302-3-728000                      | TECHNICAL SERVICES          | GIL PLUMBING INC                      | PLUMBING INSPECTIONS 5/16   | 495.00   |  |
| 01-0302-4-710000                      | TELEPHONE                   | CALL ONE                              | SERVICE 6/16                | 87.25    |  |
| 01-0302-5-729000                      | REIMBURSEABLE EXPENSES      | BOLLINGER, LACH & ASSOCI              | WDO REVIEW SERVICES         | 923.00   |  |
| 01-0302-5-729000                      | REIMBURSEABLE EXPENSES      | BOLLINGER, LACH & ASSOCI              | ENG SERV / 801 S MILWAUKEE  | 639.00   |  |
| 01-0302-5-729000                      | REIMBURSEABLE EXPENSES      | CHRISTOPHER B BURKE ENG               | BTRFLD RD SAN/SEWER REVIEW  | 1,652.00 |  |
| 01-0302-5-729000                      | REIMBURSEABLE EXPENSES      | URBAN FOREST MANAGEMENT               | SEMINARY BTRFLD RD PLANNING | 2,755.00 |  |
| 01-0302-7-715000                      | MAINTENANCE OTHER EQUIPMENT | RICOH USA, INC                        | COPIER LEASE                | 110.95   |  |
| Total For Dept 0302 BUILDING SERVICES |                             |                                       |                             | 6,662.20 |  |

Dept 0303 ECONOMIC DEVELOPMENT  
 01-0303-5-726000 TRAVEL, TRAINING, SUBS & DUES

|  |  |                                 |  |        |  |
|--|--|---------------------------------|--|--------|--|
| Dept 0303 ECONOMIC DEVELOPMENT                 |  | ONPEAK-HOTEL RESERVATION        |  | 288.96 |  |
| 01-0303-5-726000 TRAVEL, TRAINING, SUBS & DUES |  | LODGING BALANCE-CONFERENCE-ROWE |  | 288.96 |  |
| Total For Dept 0303 ECONOMIC DEVELOPMENT       |  |                                 |  | 288.96 |  |

Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS  
 01-0501-3-705000 CONTRACTUAL SERVICES  
 01-0501-3-705000 CONTRACTUAL SERVICES  
 01-0501-3-705000 CONTRACTUAL SERVICES  
 01-0501-4-710000 TELEPHONE  
 01-0501-4-710000 TELEPHONE  
 01-0501-4-710000 TELEPHONE  
 01-0501-4-710000 TELEPHONE  
 01-0501-5-722000 POSTAGE  
 01-0501-5-723000 OFFICE SUPPLIES  
 01-0501-5-723000 TRAVEL, TRAIN, SUBSCRIP & DUES  
 01-0501-5-726000 TRAVEL, TRAIN, SUBSCRIP & DUES  
 01-0501-5-743000 PRINTING AND PUBLICATIONS

|   |                                |                          |                                       |          |  |
|---|--------------------------------|--------------------------|---------------------------------------|----------|--|
| 01-0501-3-705000                                      | CONTRACTUAL SERVICES           | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 32.81    |  |
| 01-0501-3-705000                                      | CONTRACTUAL SERVICES           | SHRED-IT USA LLC         | SHREDDING                             | 43.28    |  |
| 01-0501-3-705000                                      | CONTRACTUAL SERVICES           | SCHULZ SYSTEMS INC       | SAFETY TOWN PRESENTATION @ LVILLE DAY | 600.00   |  |
| 01-0501-4-710000                                      | TELEPHONE                      | A&T                      | SERVICE 5/16                          | 143.25   |  |
| 01-0501-4-710000                                      | TELEPHONE                      | A&T                      | SERVICE 5/16                          | 108.11   |  |
| 01-0501-4-710000                                      | TELEPHONE                      | CALL ONE                 | SERVICE 6/16                          | 425.62   |  |
| 01-0501-4-710000                                      | TELEPHONE                      | CALL ONE                 | SERVICE 6/16                          | 349.00   |  |
| 01-0501-5-722000                                      | POSTAGE                        | UNITED PARCEL SERVICE    | SHIPPING                              | 7.79     |  |
| 01-0501-5-723000                                      | OFFICE SUPPLIES                | BRIGHTCARD INC           | REPLENISH ID CARD ACCT                | 40.00    |  |
| 01-0501-5-723000                                      | TRAVEL, TRAIN, SUBSCRIP & DUES | IL LAW ENFORCEMENT ALARM | CONFERENCE REGISTRATION               | 90.00    |  |
| 01-0501-5-726000                                      | TRAVEL, TRAIN, SUBSCRIP & DUES | MARJO GRAPHICS INC       | 4/PART BENEFIT USE FORMS              | 85.00    |  |
| 01-0501-5-743000                                      | PRINTING AND PUBLICATIONS      |                          |                                       | 1,924.86 |  |
| Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC |                                |                          |                                       | 1,924.86 |  |

Dept 0502 POLICE PATROL  
 01-0502-5-706000 MATERIALS AND SUPPLIES  
 01-0502-5-706000 MATERIALS AND SUPPLIES  
 01-0502-5-720000 DUI EQUIPMENT  
 01-0502-5-720000 DUI EQUIPMENT  
 01-0502-5-726000 TRAVEL, TRAIN, SUBSCRIP & DUES  
 01-0502-5-726000 TRAVEL, TRAIN, SUBSCRIP & DUES  
 01-0502-5-752000 UNIFORMS  
 01-0502-5-752000 UNIFORMS  
 01-0502-5-752000 UNIFORMS  
 01-0502-5-752000 UNIFORMS

|                                   |                                |                          |                                       |          |  |
|-----------------------------------|--------------------------------|--------------------------|---------------------------------------|----------|--|
| 01-0502-5-706000                  | MATERIALS AND SUPPLIES         | LAW ENFORCEMENT TARGETS, | RANGE TARGETS                         | 298.87   |  |
| 01-0502-5-706000                  | MATERIALS AND SUPPLIES         | MAX'S DAWG HOUSE         | LIBERTYVILLE DAYS MEALS               | 297.54   |  |
| 01-0502-5-720000                  | DUI EQUIPMENT                  | INTOXIMETERS INC         | BREATHALYZER GAS CYLINDER AND CALIBRA | 224.25   |  |
| 01-0502-5-720000                  | DUI EQUIPMENT                  | INTOXIMETERS INC         | BREATHALYZER CALIBRATION EQUIPMENT    | 196.25   |  |
| 01-0502-5-726000                  | TRAVEL, TRAIN, SUBSCRIP & DUES | N EAST MULTI-REGION/TRAI | TRAINING CLS / SWIDER 5/10-11/16      | 180.00   |  |
| 01-0502-5-726000                  | TRAVEL, TRAIN, SUBSCRIP & DUES | STRIKE TACTICAL SOLUTION | TRAINING OPTICS                       | 339.98   |  |
| 01-0502-5-752000                  | UNIFORMS                       | GEORGE GARNER CYCLERY LI | BIKE HELMET                           | 62.99    |  |
| 01-0502-5-752000                  | UNIFORMS                       | J.G. UNIFORMS INC        | RETURN ( ORIGINAL INV#39535           | (234.00) |  |
| 01-0502-5-752000                  | UNIFORMS                       | RAY O'HERRON CO INC      | UNIFORMS                              | 10.00    |  |
| 01-0502-5-752000                  | UNIFORMS                       | RAY O'HERRON CO INC      | UNIFORM / WOOD                        | 130.59   |  |
| Total For Dept 0502 POLICE PATROL |                                |                          |                                       | 1,506.47 |  |

Dept 0503 POLICE-INVESTIGATIONS  
 01-0503-3-705000 CONTRACTUAL SERVICES  
 01-0503-3-705000 CONTRACTUAL SERVICES  
 01-0503-5-706000 SM750 HYPERFIRE LICENSE PLATE C  
 01-0503-5-706000 SHIPPING

|   |                                 |                          |                                       |          |  |
|---|---------------------------------|--------------------------|---------------------------------------|----------|--|
| 01-0503-3-705000                          | CONTRACTUAL SERVICES            | TRANS UNION LLC          | PRE-EMPLOYMENT CHECK                  | 12.11    |  |
| 01-0503-3-705000                          | CONTRACTUAL SERVICES            | WEST GROUP PAYMENT CENTE | WEST INVESTIGATIVE INFO               | 215.05   |  |
| 01-0503-5-706000                          | SM750 HYPERFIRE LICENSE PLATE C | RECONYX INC              | LICENSE PLATE CAMERAS FOR INVESTIGATI | 1,234.98 |  |
| 01-0503-5-706000                          | SHIPPING                        | RECONYX INC              | LICENSE PLATE CAMERAS FOR INVESTIGATI | 8.70     |  |
| Total For Dept 0503 POLICE-INVESTIGATIONS |                                 |                          |                                       | 1,470.84 |  |

Dept 0505 POLICE-COMMUNITY SERVICES  
 01-0505-5-752000 UNIFORMS

|   |                           |                     |                   |          |  |
|---|---------------------------|---------------------|-------------------|----------|--|
| 01-0505-5-752000                              | POLICE-COMMUNITY SERVICES | RAY O'HERRON CO INC | UNIFORMS / BRYANT | 1,003.59 |  |
| Total For Dept 0505 POLICE-COMMUNITY SERVICES |                           |                     |                   | 1,003.59 |  |

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

|                               |                    |   |                        |          |  |
|-------------------------------|--------------------|---|------------------------|----------|--|
| Dept 0601 FIRE-ADMINISTRATION |                    |   |                        |          |  |
| 01-0601-3-742000              | COPY MACHINE LEASE | RICOH USA, INC                          | COPIER LEASE           | 197.56   |  |
| 01-0601-4-710000              | TELEPHONE          | CALL ONE                                | SERVICE 6/16           | 261.70   |  |
| 01-0601-4-710000              | TELEPHONE          | CALL ONE                                | SERVICE 6/16           | 1,327.98 |  |
| 01-0601-5-723000              | OFFICE SUPPLIES    | BRIGHTCARD INC                          | REPLENISH ID CARD ACCT | 30.00    |  |
|                               |                    | Total For Dept 0601 FIRE-ADMINISTRATION |                        | 1,817.24 |  |

Dept 0602 FIRE PREVENTION

|                  |                                |                                     |                 |       |  |
|------------------|--------------------------------|-------------------------------------|-----------------|-------|--|
| 01-0602-5-726000 | TRAVEL, TRAIN, SUBSCRIP & DUES | FIRE INVESTIGATOR STRIKE            | MEMBERSHIP DUES | 75.00 |  |
|                  |                                | Total For Dept 0602 FIRE PREVENTION |                 | 75.00 |  |

Dept 0603 FIRE-EMERGENCY SERVICES

|                  |                                |   |                                       |          |  |
|------------------|--------------------------------|---|---------------------------------------|----------|--|
| 01-0603-3-728000 | TECHNICAL SERVICES             | ANDRES MEDICAL BILLING,                     | AMBULANCE BILLING FEES 5/16           | 4,471.06 |  |
| 01-0603-5-707000 | O2                             | AMERICAN GASES CORP                         | OXYGEN                                | 131.67   |  |
| 01-0603-5-707000 | FIREFIGHTER SUPPLIES           | BATTERIES PLUS LLC                          | DIVE TEAM BATTERIES                   | 45.97    |  |
| 01-0603-5-707000 | AMBULANCE LICENSE RENEWAL      | IL DEPT OF PUBLIC HEALTH                    | EMS AMBULANCE LICENSE RENEWAL         | 127.94   |  |
| 01-0603-5-726000 | TRAVEL, TRAIN, SUBSCRIP & DUES | ADVOCATE LUTHERAN GENERA                    | EMS CONF REGISTRATION /PAKOSTA, RECKL | 50.00    |  |
| 01-0603-5-726000 | TRAVEL, TRAIN, SUBSCRIP & DUES | IL FIRE CHIEFS ASSOCIATI                    | MEMBERSHIP DUES /PAKOSTA              | 50.00    |  |
| 01-0603-5-799000 | MISCELLANEOUS                  | HERITAGE SIGNS, LTD.                        | SHELTER SIGN                          | 408.00   |  |
|                  |                                | Total For Dept 0603 FIRE-EMERGENCY SERVICES |                                       | 5,284.64 |  |

Dept 0604 FIRE-SUPPORT SERVICES

|                  |                                |   |                                 |          |  |
|------------------|--------------------------------|---|---------------------------------|----------|--|
| 01-0604-4-709000 | UTILITIES - STATION 3          | COMMONWEALTH EDISON CO                    | SERVICE 5/16                    | 1,107.70 |  |
| 01-0604-4-709000 | UTILITIES - STATION 3          | LAKE COUNTY DEPT OF PUBL                  | WATER/SEWER SERVICE 4/6--6/6/16 | 112.29   |  |
| 01-0604-4-709000 | UTILITIES - STATION 3          | NORTH SHORE GAS CO                        | SERVICE 5/16                    | 82.79    |  |
| 01-0604-5-706000 | MATERIALS AND SUPPLIES         | LIBERTYVILLE HARDWARE                     | MISC HARDWARE & SUPPLIES 5/16   | 25.46    |  |
| 01-0604-5-707000 | FIREFIGHTER SUPPLIES           | AIR ONE EQUIPMENT, INC                    | GOGGLES                         | 563.00   |  |
| 01-0604-5-707000 | FIREFIGHTER SUPPLIES           | AIR ONE EQUIPMENT, INC                    | RETURN                          | (294.00) |  |
| 01-0604-5-707000 | CLEANING GEAR - WI 12048       | FIRESERVICE MANAGEMENT                    | MAINTENANCE OF TURNOUT GEAR     | 157.50   |  |
| 01-0604-5-707000 | REPAIR TURNOUT GEAR - WO 12048 | FIRESERVICE MANAGEMENT                    | MAINTENANCE OF TURNOUT GEAR     | 1,215.80 |  |
| 01-0604-5-752000 | UNIFORMS                       | FIRESERVICE MANAGEMENT                    | MAINTENANCE OF TURNOUT GEAR     | 17.11    |  |
| 01-0604-5-752000 | UNIFORMS                       | RED WING SHOES                            | BOOTS / FISHER                  | 225.00   |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / CLOE                 | 360.80   |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / MAYER                | 412.80   |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / KOMERS               | 39.95    |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / BENDING              | 246.75   |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / KWONG                | 341.55   |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / PAKOSTA              | 190.75   |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / STANEK               | 41.80    |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / STANEK               | 97.90    |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / HUGHES               | 24.95    |  |
| 01-0604-5-752000 | UNIFORMS                       | THE LOCKER SHOP                           | UNIFORMS / C CONNER             | 355.65   |  |
| 01-0604-7-712000 | MAINTENANCE BUILDINGS          | GRAND APPLIANCE                           | DISHWASHER STN#1                | 310.70   |  |
| 01-0604-7-712000 | MAINTENANCE BUILDINGS          | GREAT LAKES ELEVATOR SER                  | ELEVATOR MAINT 7/16             | 700.00   |  |
|                  |                                | Total For Dept 0604 FIRE-SUPPORT SERVICES |                                 | 6,455.25 |  |

Dept 0701 PARKS

|                  |                                 |                          |                                       |        |  |
|------------------|---------------------------------|--------------------------|---------------------------------------|--------|--|
| 01-0701-3-705000 | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC | 2016/17 MOWING & LANDSCAPING CONTRACT | 323.57 |  |
| 01-0701-3-705000 | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG | MOWING AND LANDSCAPING                | 472.30 |  |
| 01-0701-4-708000 | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 77.71  |  |
| 01-0701-4-708000 | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 29.11  |  |
| 01-0701-4-708000 | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 28.64  |  |
| 01-0701-4-710000 | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          | 134.51 |  |

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| GL Number                                 | Invoice Line Desc           | Vendor                    | Invoice Description                   | Amount           | Check # |
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| <b>Fund 01 GENERAL FUND</b>               |                             |                           |                                       |                  |         |
| <b>Dept 0701 PARKS</b>                    |                             |                           |                                       |                  |         |
| 01-0701-5-706000                          | MATERIALS AND SUPPLIES      | HILTI                     | REFUND OF SALES TAX                   | (20.03)          |         |
| 01-0701-5-723000                          | OFFICE SUPPLIES             | VISTA PRINT               | BUSINESS CARDS                        | 49.35            |         |
| 01-0701-5-723000                          | OFFICE SUPPLIES             | VISTA PRINT               | REFUND SALES TAX                      | (2.89)           |         |
| 01-0701-5-728000                          | TREE SURGERY AND SPRAYING   | LANDSCAPE CONCEPTS MANAG  | STUMP GRINDING                        | 7,666.50         |         |
| 01-0701-5-728000                          | TREE SURGERY AND SPRAYING   | TREE SURGERY TREE CARE    | ASH TREE /XYTECT APPLICATION          | 4,445.51         |         |
| 01-0701-5-728000                          | TREE SURGERY AND SPRAYING   | SUNRISE TREE CARE         | ASH BORER CONTROL                     | 8,868.49         |         |
| 01-0701-5-752000                          | UNIFORMS                    | LECHNER & SONS            | UNIFORMS                              | 32.00            |         |
| 01-0701-5-752000                          | UNIFORMS                    | LECHNER & SONS            | UNIFORMS                              | 32.00            |         |
| 01-0701-7-712000                          | MAINTENANCE BUILDING        | CENTURY ELECTRICAL SUPPL  | ODOM FLD / ELEC REPAIR                | 81.54            |         |
| 01-0701-7-712000                          | MAINTENANCE BUILDING        | MGN LOCK-KEY & SAFES, IN  | ODOM FLD LIGHT KEYS                   | 19.50            |         |
| 01-0701-7-712000                          | MAINTENANCE BUILDING        | MGN LOCK-KEY & SAFES, IN  | ADJUST & LUBRICATE LOCK               | 40.00            |         |
| 01-0701-7-713000                          | MAINTENANCE GROUNDS         | BUHRMAN DESIGN GROUP INC  | 2016/17 MOWING & LANDSCAPING CONTRACT | 8,012.15         |         |
| 01-0701-7-713000                          | MOWING & LANDSCAPING        | CLEAN CUT TREE SERVICE    | PREMIUM MULCH                         | 990.00           |         |
| 01-0701-7-715000                          | MAINTENANCE OTHER EQUIPMENT | LANDSCAPE CONCEPTS MANAG  | MOWING AND LANDSCAPING                | 1,613.00         |         |
| 01-0701-7-715000                          | MAINTENANCE OTHER EQUIPMENT | BURRIS EQUIPMENT CO       | REPAIR PARTS                          | 86.18            |         |
| 01-0701-7-715000                          | MAINTENANCE OTHER EQUIPMENT | CEDAR RAPIDS TIRE CO      | TIRES                                 | 295.46           |         |
| 01-0701-7-715000                          | MAINTENANCE OTHER EQUIPMENT | REINDERS, INC.            | BUSHING                               | 15.44            |         |
| <b>Total For Dept 0701 PARKS</b>          |                             |                           |                                       | <b>33,290.04</b> |         |
| <b>Dept 0702 RECREATION</b>               |                             |                           |                                       |                  |         |
| 01-0702-3-713000                          | INDEPENDENT CONTRACTOR      | IL GIRLS LACROSSE ASSO CI | SPRING 2016 GIRLS LACROSSE INSTRUCTIO | 2,891.00         |         |
| 01-0702-3-713000                          | INDEPENDENT CONTRACTOR      | THE LIBERTYVILLE CLUB     | 2016 TENNIS/SWIM CAMP WEEKS 1-2       | 1,104.00         |         |
| 01-0702-3-713000                          | INDEPENDENT CONTRACTOR      | THE LIBERTYVILLE CLUB     | SUMMER TENNIS CLASS INSTRUCTION       | 3,259.00         |         |
| 01-0702-4-708000                          | ELECTRICITY                 | COMMONWEALTH EDISON CO    | SERVICE 5/16                          | 203.34           |         |
| 01-0702-4-708000                          | ELECTRICITY                 | COMMONWEALTH EDISON CO    | SERVICE 5/16                          | 269.39           |         |
| 01-0702-4-709000                          | NORTH SHORE GAS             | NORTH SHORE GAS CO        | SERVICE 5/16                          | 53.54            |         |
| 01-0702-4-710000                          | TELEPHONE                   | CALL ONE                  | SERVICE 6/16                          | 19.22            |         |
| 01-0702-4-710000                          | TELEPHONE                   | CALL ONE                  | SERVICE 6/16                          | 228.00           |         |
| 01-0702-4-710000                          | TELEPHONE                   | CALL ONE                  | SERVICE 6/16                          | 87.25            |         |
| 01-0702-5-706000                          | SUPPL & EXP - TOT PROGRAMS  | HERCHENBACH, JULIE        | REIMB / PRESCHOOL SUPPLIES            | 75.00            |         |
| 01-0702-5-706000                          | SUPPL & EXP - TOT PROGRAMS  | JODIE TAYLOR              | REIMB / PRESCHOOL SUPPLIES            | 32.71            |         |
| 01-0702-5-706000                          | SUPPL & EXP - TOT PROGRAMS  | SPORTS 11 INC             | SAFETY TOWN & SUNSHINE KIDS CAMP T-SH | 322.00           |         |
| 01-0702-5-707000                          | SUPPL & EXP-YOUTH PROGRAMS  | 4IMPRINT                  | SPORT BOTTLES-DAY CAMP SUPPLIES       | 508.78           |         |
| 01-0702-5-707000                          | SUPPL & EXP-YOUTH PROGRAMS  | FIORELLI GRAPHICS & PRIN  | ADLER DAY CAMP NEWSLETTERS/ WEEK 1    | 107.00           |         |
| 01-0702-5-707000                          | SUPPL & EXP-YOUTH PROGRAMS  | FIORELLI GRAPHICS & PRIN  | DAY CAMP NEWSLETTER WEEK 2            | 107.00           |         |
| 01-0702-5-716000                          | DANCE PROGRAM EXPENSE       | DAZIAN                    | ADLER DAY CAMP SUPPLIES               | 182.00           |         |
| 01-0702-5-716000                          | DANCE PROGRAM EXPENSE       | FIORELLI GRAPHICS & PRIN  | BACKDROP FOR RECITAL                  | 431.66           |         |
| 01-0702-5-716000                          | MISCELLANEOUS               | MUNICIPAL COLLECTIONS OF  | DANCE PROGRAMS                        | 237.00           |         |
| 01-0702-5-799000                          | MAINTENANCE BUILDING        | ORKIN EXTERMINATING CO I  | COLLECTIONS / REC                     | 103.50           |         |
| 01-0702-5-799000                          | MAINTENANCE BUILDING        | ORKIN EXTERMINATING CO I  | PEST CONTROL                          | 74.49            |         |
| <b>Total For Dept 0702 RECREATION</b>     |                             |                           |                                       | <b>10,295.88</b> |         |
| <b>Dept 0703 SWIMMING POOL OPERATIONS</b> |                             |                           |                                       |                  |         |
| 01-0703-4-708000                          | ELECTRICITY                 | COMMONWEALTH EDISON CO    | SERVICE 5/16                          | 75.05            |         |
| 01-0703-4-709000                          | NORTH SHORE GAS             | NORTH SHORE GAS CO        | SERVICE 5/16                          | 1,270.14         |         |
| 01-0703-4-710000                          | TELEPHONE                   | CALL ONE                  | SERVICE 6/16                          | 188.30           |         |
| 01-0703-4-710000                          | TELEPHONE                   | CALL ONE                  | SERVICE 6/16                          | 19.21            |         |
| 01-0703-5-705000                          | SUPPLIES - SWIM LESSONS     | RED CROSS STORE           | BOOKS FOR SWIM LESSONS                | 445.38           |         |
| 01-0703-5-705000                          | SUPPLIES - SWIM LESSONS     | SPORTS 11 INC             | SWIM TEAM T-SHIRTS                    | 708.35           |         |
| 01-0703-5-706000                          | MATERIALS AND SUPPLIES      | AMAZON                    | STAND DESK                            | 189.99           |         |
| 01-0703-5-706000                          | MATERIALS AND SUPPLIES      | AMAZON                    | PHONE                                 | 102.99           |         |
| 01-0703-5-706000                          | MATERIALS AND SUPPLIES      | AMAZON                    | STAND DESK                            | 299.98           |         |
| 01-0703-5-732000                          | CONCESSION EXPENSE          | GOLD MEDAL-CHICAGO INC    | CONCESSION SUPPLIES                   | 822.98           |         |

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| GL Number   | Invoice Line Desc               | Vendor   | Invoice Description                   | Amount   | Check # |
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| <b>Fund 01 GENERAL FUND</b>                       |                                 |  |                                       |          |         |
| <b>Dept 0703 SWIMMING POOL OPERATIONS</b>         |                                 |  |                                       |          |         |
| 01-0703-5-732000                                  | CONCESSION EXPENSE              | THE ICEE COMPANY                                 | CONCESSION SUPPLIES                   | 366.00   |         |
| 01-0703-5-752000                                  | UNIFORMS                        | SPORTS 11 INC                                    | CONCESSION UNIFORM T-SHIRTS & VIROSRS | 422.00   |         |
| 01-0703-7-712000                                  | MAINTENANCE BUILDING            | STARS FENCE INC.                                 | REPAIR PARTS / REIVERSIDE POOLS       | 19.00    |         |
| 01-0703-7-716000                                  | MAINTENANCE POOLS               | AIRGAS USA, LLC                                  | CARBON DIOXIDE                        | 176.17   |         |
| 01-0703-7-716000                                  | MAINTENANCE POOLS               | AIRGAS USA, LLC                                  | CARBON DIOXIDE                        | 244.67   |         |
| 01-0703-7-716000                                  | MAINTENANCE POOLS               | AIRGAS USA, LLC                                  | CARBON DIOXIDE                        | 634.72   |         |
| 01-0703-7-716000                                  | MAINTENANCE POOLS               | LIBERTYVILLE HARDWARE                            | MISC HARDWARE & SUPPLIES 5/16         | 88.41    |         |
| 01-0703-7-716000                                  | LIQUID BLEACH                   | UNIVAR USA INC                                   | LIQUID BLEACH                         | 419.50   |         |
|   |                                 | Total For Dept 0703 SWIMMING POOL OPERATIONS     |                                       | 6,492.84 |         |
| <b>Dept 0705 SENIOR PROGRAMS</b>                  |                                 |  |                                       |          |         |
| 01-0705-3-713000                                  | CONTRACTUAL SERVICES            | CAFE POMIGLIANO                                  | SENIOR DINER CATERING                 | 60.00    |         |
| 01-0705-3-713000                                  | CONTRACTUAL SERVICES            | CATERED PRODUCTIONS                              | SENIOR DINER CATERING                 | 260.00   |         |
| 01-0705-5-706000                                  | PROGRAM MATERIALS AND SUPPLIES  | VISTA PRINT                                      | CAR MAGNETS                           | 44.60    |         |
|   |                                 | Total For Dept 0705 SENIOR PROGRAMS              |                                       | 364.60   |         |
| <b>Dept 1000 EMERGENCY MANAGEMENT AGENCY</b>      |                                 |  |                                       |          |         |
| 01-1000-4-710000                                  | TELEPHONE                       | VERIZON WIRELESS                                 | SERVICE 5/2--6/1/16                   | 132.58   |         |
|   |                                 | Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY  |                                       | 132.58   |         |
| <b>Dept 1200 LEGISLATIVE BDS &amp; COMMITTEES</b> |                                 |  |                                       |          |         |
| 01-1200-3-728000                                  | TECHNICAL SERVICE               | PADDOCK PUBLICATIONS, IN                         | PUBLIC NOTICE                         | 73.60    |         |
| 01-1200-3-728000                                  | TECHNICAL SERVICE               | PADDOCK PUBLICATIONS, IN                         | PUBLIC NOTICE                         | 77.05    |         |
| 01-1200-3-728000                                  | TECHNICAL SERVICE               | PADDOCK PUBLICATIONS, IN                         | PUBLIC NOTICE                         | 65.55    |         |
| 01-1200-5-726000                                  | TRAVEL, TRAIN, SUBSCRIP & DUES  | GANELLO'S PIZZA                                  | DINNER FOR COMMITTEE OF THE WHOLE     | 125.25   |         |
| 01-1200-5-726000                                  | TRAVEL, TRAIN, SUBSCRIP & DUES  | IML  | LAW UPDATE                            | 22.00    |         |
| 01-1200-5-726000                                  | TRAVEL, TRAIN, SUBSCRIP & DUES  | IML  | REFUNDED SHIPPING COST                | (5.00)   |         |
| 01-1200-5-774000                                  | HISTORIC PRESERVATION COMMISSIO | PLACEVISION INC                                  | ANNUAL WEB HOSTING / HISTORIC PRESERY | 277.00   |         |
| 01-1200-5-799000                                  | MISCELLANEOUS                   | FIORELLI GRAPHICS & PRIN                         | BUSINESS CARDS                        | 21.00    |         |
|   |                                 | Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES |                                       | 656.45   |         |
| <b>Dept 1300 LEGAL</b>                            |                                 |  |                                       |          |         |
| 01-1300-3-777000                                  | VILLAGE PROSECUTOR              | LALUZERNE & SMITH, LTD.                          | LEGAL SERVICES 5/16                   | 4,681.25 |         |
| 01-1300-3-778000                                  | LABOR COUNSEL                   | CLARK BAIRD SMITH LLP                            | LABOR COUNSEL 5/16                    | 1,708.75 |         |
| 01-1300-3-781000                                  | ADMINISTRATIVE ADJUDICATOR      | HENRY TONIGAN                                    | ADJUDICATION SERVICE 4 & 5/16         | 765.00   |         |
|   |                                 | Total For Dept 1300 LEGAL                        |                                       | 7,155.00 |         |
| <b>Dept 1500 CENTRAL BUSINESS DST PARKING</b>     |                                 |  |                                       |          |         |
| 01-1500-4-710000                                  | TELEPHONE                       | CALL ONE   | SERVICE 6/16                          | 182.77   |         |
| 01-1500-7-712000                                  | MAINTENANCE BUILDING            | GREAT LAKES ELEVATOR SER                         | ELEVATOR MAINT 7/16                   | 229.00   |         |
| 01-1500-7-712000                                  | PROFESSIONAL SERVICES           | WALKER RESTORATION CONSU                         | PROFESSIONAL SERVICES - WEST PARKING  | 3,882.16 |         |
| 01-1500-7-713000                                  | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC                         | 2016/17 MOWING & LANDSCAPING CONTRACT | 265.71   |         |
| 01-1500-7-713000                                  | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG                         | MOWING AND LANDSCAPING                | 408.00   |         |
|   |                                 | Total For Dept 1500 CENTRAL BUSINESS DST PARKING |                                       | 4,967.64 |         |
| <b>Dept 1700 PUBLIC BUILDINGS</b>                 |                                 |  |                                       |          |         |
| 01-1700-4-709000                                  | NORTH SHORE GAS                 | NORTH SHORE GAS CO                               | SERVICE 5/16                          | 84.50    |         |
| 01-1700-7-712000                                  | MAINTENANCE - VILLAGE HALL      | GREAT LAKES ELEVATOR SER                         | ELEVATOR MAINT 7/16                   | 119.00   |         |
| 01-1700-7-713000                                  | MAINTENANCE - SCHERTZ BLDG      | GREAT LAKES ELEVATOR SER                         | ELEVATOR MAINT 6/16                   | 260.00   |         |
| 01-1700-7-713000                                  | MAINTENANCE - SCHERTZ BLDG      | GREAT LAKES ELEVATOR SER                         | ELEVATOR MAINT 7/16                   | 116.00   |         |
| 01-1700-7-713000                                  | MAINTENANCE - SCHERTZ BLDG      | HOME DEPOT CREDIT SERVIC                         | ALUMINUM DUCT                         | 24.43    |         |
|   |                                 | Total For Dept 1700 PUBLIC BUILDINGS             |                                       | 603.93   |         |

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| Fund                                   | Invoice Line Desc               | Vendor   | Invoice Description                                    | Amount     | Check # |
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| Fund 01 GENERAL FUND                   |                                 |  |  | 180,152.96 |         |
| Fund 02 CONCORD SPECIAL SERVICE AREA   |                                 |  |  |            |         |
| Dept 0000 GENERAL                      |                                 |  |  |            |         |
| 02-0000-0-781000                       | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC                         | 2016/17 MOWING & LANDSCAPING CONTRACT                  | 475.00     |         |
| 02-0000-0-781000                       | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG                         | MOWING AND LANDSCAPING                                 | 729.30     |         |
|  |                                 | Total For Dept 0000 GENERAL                      |  | 1,204.30   |         |
|  |                                 | Total For Fund 02 CONCORD SPECIAL SERVICE AREA   |  | 1,204.30   |         |
| Fund 03 EMERGENCY TELEPHONE SYSTEM 911 |                                 |  |  |            |         |
| Dept 0000 GENERAL                      |                                 |  |  |            |         |
| 03-0000-3-705000                       | CONTRACTUAL SERVICES            |  | SERVICE 5/9--6/8/16                                    | 984.12     |         |
| 03-0000-4-710000                       | TELEPHONE                       |  | SERVICE 6/16   | 521.72     |         |
| 03-0000-7-715000                       | MAINTENANCE OF OTHER EQUIPMENT  |  | 15 / CARRY HOLDERS                                     | 300.15     |         |
| 03-0000-7-715000                       | MAINTENANCE OF OTHER EQUIPMENT  |  | ACCESSORY KIT  | 690.00     |         |
|  |                                 | Total For Dept 0000 GENERAL                      |  | 2,495.99   |         |
|  |                                 | Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911 |  | 2,495.99   |         |
| Fund 06 TIM/CREEK SPECIAL SERVICE AREA |                                 |  |  |            |         |
| Dept 0000 GENERAL                      |                                 |  |  |            |         |
| 06-0000-0-781000                       | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC                         | 2016/17 MOWING & LANDSCAPING CONTRACT                  | 340.00     |         |
| 06-0000-0-781000                       | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG                         | MOWING AND LANDSCAPING                                 | 520.20     |         |
|  |                                 | Total For Dept 0000 GENERAL                      |  | 860.20     |         |
|  |                                 | Total For Fund 06 TIM/CREEK SPECIAL SERVICE AREA |  | 860.20     |         |
| Fund 08 GENERAL BOND & INTEREST        |                                 |  |  |            |         |
| Dept 0000 GENERAL                      |                                 |  |  |            |         |
| 08-0000-0-796000                       | INTEREST PAYMENTS               |  | THE BANK OF NEW YORK MEL GO LT REF SER 08 BOND PAYMENT | 15,776.25  |         |
|  |                                 | Total For Dept 0000 GENERAL                      |  | 15,776.25  |         |
|  |                                 | Total For Fund 08 GENERAL BOND & INTEREST        |  | 15,776.25  |         |
| Fund 09 TAX INCREMENT FIN DIST #1      |                                 |  |  |            |         |
| Dept 0000 GENERAL                      |                                 |  |  |            |         |
| 09-0000-0-776000                       | PARKING IMPROVEMENTS            |  | BOLLINGER, LACH & ASSOCI ENG SERV / CIVIC CTR          | 1,846.00   |         |
| 09-0000-0-776000                       | PARKING IMPROVEMENTS            |  | WALKER PARKING CONSULTAN CIVIC CTR GARAGE CONST DOCS   | 9,257.98   |         |
|  |                                 | Total For Dept 0000 GENERAL                      |  | 11,103.98  |         |
|  |                                 | Total For Fund 09 TAX INCREMENT FIN DIST #1      |  | 11,103.98  |         |
| 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                  | 715.71     |         |
| 13-0000-0-713000                       | DOWNTOWN BEAUTIFICATION         | CHICAGO POWER CLEAN                              | POWER WASH DOWNTOWN SIDEWALKS                          | 2,825.00   |         |
| 13-0000-0-713000                       | DOWNTOWN BEAUTIFICATION         | GRAYSLAKE FEED SALES, IN                         | FERTILIZER / ROSE GARDEN                               | 45.00      |         |
| 13-0000-0-713000                       | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG                         | MOWING AND LANDSCAPING                                 | 1,100.60   |         |
| 13-0000-0-713000                       | DOWNTOWN BEAUTIFICATION         | SITE ONE LANDSCAPE SUPPL                         | IRRIGATION REPAIR PARTS                                | 164.38     |         |
| 13-0000-0-720000                       | COOK HOUSE                      | TEMPERATURE EQUIPMENT CO                         | WATER PANEL  | 6.82       |         |
| 13-0000-0-745000                       | DOG DAYS FESTIVAL               | DAYS INN LIBERTYVILLE                            | DOG DAYS LODGING 7/5--7/11                             | 431.52     |         |
| 13-0000-0-745000                       | DOG DAYS FESTIVAL               | DAYS INN LIBERTYVILLE                            | DOG DAYS LODGING 7/6--11/16                            | 359.60     |         |
| 13-0000-0-745000                       | DOG DAYS FESTIVAL               | DOCKDOGS   | BALANCE/2016 DOCKDOGS EVENT 7/7-10                     | 2,375.00   |         |
| 13-0000-0-745000                       | DOG DAYS FESTIVAL               | FIORELLI GRAPHICS & PRIN                         | DOG DAYS POSTERS & FLYERS                              | 469.00     |         |
| 13-0000-0-745000                       | DOG DAYS FESTIVAL               | INDESTRUCTO RENTAL CO IN                         | DOG DAYS RENTAL / BLEACHERS 7/7--10                    | 680.00     |         |

BOTH OPEN AND PAID

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Fund 13 HOTEL/MOTEL TAX FUND

|                   |                          |                          |                                       |          |  |
|-------------------|--------------------------|--------------------------|---------------------------------------|----------|--|
| Dept 0000 GENERAL | DOG DAYS FESTIVAL        | KAISER, WILLIAM          | REIMBURSE / DOG DAYS INSURANCE PURCHA | 350.00   |  |
| 13-0000-0-745000  | DOG DAYS FESTIVAL        | WINTER S SUMMER HOME PRO | DOG DAYS /SOCIAL MEDIA CAMPAIGN       | 1,500.00 |  |
| 13-0000-0-745000  | DOG DAYS FESTIVAL        | WPM PRODUCTIONS, INC     | MESSMER / DOG DAYS PERFORMANCE        | 1,000.00 |  |
| 13-0000-0-745000  | DOG DAYS FESTIVAL        | INDESTRUCTO RENTAL CO IN | DEPOSIT FOR BLEACHERS-DOG DAYS        | 600.00   |  |
| 13-0000-0-759000  | TOURISM PROMOTIONS       | HAAPANEN                 | PRINT / SPRING VLG VIEWS              | 939.37   |  |
| 13-0000-0-761000  | SPECIAL EVENTS           | AAA TENTMASTERS          | TENT RENTAL                           | 560.93   |  |
| 13-0000-0-761000  | SPECIAL EVENTS           | BMI                      | ANNUAL FEE /MUSIC LICENSE             | 336.00   |  |
| 13-0000-0-762000  | CIVIC CENTER             | ARROW PLUMBING, INC      | EMERGENCY SANITARY FLOOD REPAIR       | 2,493.02 |  |
| 13-0000-0-762000  | CIVIC CENTER             | CALL ONE                 | SERVICE 6/16                          | 55.96    |  |
| 13-0000-0-762000  | CIVIC CENTER             | GREAT LAKES ELEVATOR SER | ELEVATOR MAINT 6/16                   | 152.50   |  |
| 13-0000-0-762000  | CIVIC CENTER             | GREAT LAKES ELEVATOR SER | ELEVATOR MAINT 7/16                   | 113.00   |  |
| 13-0000-0-770000  | SPORTS COMPLEX MARKETING | CONSTANT CONTACT         | EMAIL MARKETING                       | 224.14   |  |
| 13-0000-0-781000  | ADLER CULTURAL CENTER    | ANDERSON PEST SOLUTIONS  | PEST CONTROL                          | 66.00    |  |
| 13-0000-0-781000  | ADLER CULTURAL CENTER    | ANDERSON PEST SOLUTIONS  | PEST CONTROL                          | 66.00    |  |
| 13-0000-0-781000  | ADLER CULTURAL CENTER    | CEDAR ROOFING COMPANY, L | ADLER CTR ROOF REPAIR /INSTALL METAL  | 253.00   |  |
| 13-0000-0-781000  | ADLER CULTURAL CENTER    | MGN LOCK-KEY & SAFES, IN | TIGHTEN & BAL ALINE KNOB PROPERLY-ADL | 88.00    |  |
| 13-0000-0-781000  | ADLER CULTURAL CENTER    |                          |                                       |          |  |

Total For Dept 0000 GENERAL 17,970.55

Total For Fund 13 HOTEL/MOTEL TAX FUND 17,970.55

Fund 14 COMPUTER PARKING FUND

|                   |                                 |                          |                                       |          |  |
|-------------------|---------------------------------|--------------------------|---------------------------------------|----------|--|
| Dept 0000 GENERAL | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 140.96   |  |
| 14-0000-4-708000  | PHONE                           | CALL ONE                 | SERVICE 6/16                          | 73.47    |  |
| 14-0000-4-710000  | MATERIALS AND SUPPLIES          | CARDINAL TRACKING INC    | TICKETRAK ENVELOPES                   | 682.81   |  |
| 14-0000-5-706000  | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC | 2016/17 MOWING & LANDSCAPING CONTRACT | 797.14   |  |
| 14-0000-7-713000  | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG | MOWING AND LANDSCAPING                | 1,192.45 |  |
| 14-0000-7-713000  | MOWING & LANDSCAPING            |                          |                                       |          |  |

Total For Dept 0000 GENERAL 2,886.83

Total For Fund 14 COMPUTER PARKING FUND 2,886.83

Fund 15 SALES TAX BOND FUND

|                   |                   |                          |                              |          |  |
|-------------------|-------------------|--------------------------|------------------------------|----------|--|
| Dept 0000 GENERAL | INTEREST PAYMENTS | THE BANK OF NEW YORK MEL | GO FREF ALT 10D BOND PAYMENT | 1,720.00 |  |
| 15-0000-0-795000  | INTEREST PAYMENTS |                          |                              |          |  |

Total For Dept 0000 GENERAL 1,720.00

Total For Fund 15 SALES TAX BOND FUND 1,720.00

Fund 20 UTILITY FUND

|                   |             |                          |                                      |         |  |
|-------------------|-------------|--------------------------|--------------------------------------|---------|--|
| Dept 0000 GENERAL | WATER       | LINK, MEGHAN             | UB refund for account: 0103076601-10 | 60.52   |  |
| 20-0000-0-401001  | SEWER       | LINK, MEGHAN             | UB refund for account: 0103076601-10 | 52.20   |  |
| 20-0000-0-401001  | WATER       | NICHOLSON, TERESA        | UB refund for account: 0114918900-04 | 49.49   |  |
| 20-0000-0-401001  | SEWER       | NICHOLSON, TERESA        | UB refund for account: 0114918900-04 | 41.85   |  |
| 20-0000-0-401001  | WATER       | QAMAR KHAN & SITWAT MISB | UB refund for account: 0102038671-06 | 77.86   |  |
| 20-0000-0-401001  | SEWER       | QAMAR KHAN & SITWAT MISB | UB refund for account: 0102038671-06 | 63.33   |  |
| 20-0000-0-401001  | WATER       | RUELAS, BRENDA           | UB refund for account: 0206162300-08 | 19.43   |  |
| 20-0000-0-401001  | SEWER       | RUELAS, BRENDA           | UB refund for account: 0206162300-08 | 12.87   |  |
| 20-0000-0-401001  | WATER       | SCHULER, KRISTIN         | UB refund for account: 0112676805-11 | 43.56   |  |
| 20-0000-0-401001  | SEWER       | SCHULER, KRISTIN         | UB refund for account: 0112676805-11 | 35.89   |  |
| 20-0000-0-401001  | WATER       | VELA, CARLOS             | UB refund for account: 0105113500-10 | 60.52   |  |
| 20-0000-0-401001  | SEWER       | VELA, CARLOS             | UB refund for account: 0105113500-10 | 52.20   |  |
| 20-0000-0-644000  | WATER USAGE | THE BOLDT COMPANY        | HYDRANT BOND RELEASE                 | (53.91) |  |

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 20 UTILITY FUND  
 Dept 0000 GENERAL

| GL Number                            | Invoice Line Desc               | Vendor                   | Invoice Description                   | Amount   | Check # |
|--------------------------------------|---------------------------------|--------------------------|---------------------------------------|----------|---------|
| Total For Dept 0000 GENERAL          |                                 |                          |                                       |          |         |
| 515.81                               |                                 |                          |                                       |          |         |
| Dept 2020 WATER DEPARTMENT           |                                 |                          |                                       |          |         |
| 20-2020-3-728000                     | TECHNICAL SERVICES              | DATA PROSE LLC           | WATER/SEWER BILLING 5/16              | 424.23   |         |
| 20-2020-3-728000                     | TECHNICAL SERVICES              | M.E. SIMPSON COMPANY, IN | LEAK LOCATION / 837 4TH AVE           | 395.00   |         |
| 20-2020-3-728000                     | TECHNICAL SERVICES              | SUBURBAN LABORATORIES, I | WATER QUALITY SAMPLES                 | 300.00   |         |
| 20-2020-3-728000                     | TECHNICAL SERVICES              | U.S. POSTMASTER          | POSTAGE /2016 WATER QUALITY REPORTS   | 1,954.70 |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 153.40   |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 42.29    |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 64.85    |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 76.54    |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 495.20   |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 101.81   |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 281.97   |         |
| 20-2020-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 36.47    |         |
| 20-2020-4-709000                     | NORTH SHORE GAS                 | NORTH SHORE GAS CO       | SERVICE 5/16                          | 30.63    |         |
| 20-2020-4-709000                     | NORTH SHORE GAS                 | NORTH SHORE GAS CO       | SERVICE 4 & 5/16                      | 169.97   |         |
| 20-2020-4-709000                     | NORTH SHORE GAS                 | NORTH SHORE GAS CO       | SERVICE 5/16                          | 35.08    |         |
| 20-2020-4-710000                     | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          | 751.56   |         |
| 20-2020-4-710000                     | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          | 87.25    |         |
| 20-2020-5-706000                     | MATERIALS AND SUPPLIES          | LIBERTYVILLE HARDWARE    | MISC HARDWARE & SUPPLIES 5/16         | 38.97    |         |
| 20-2020-5-722000                     | POSTAGE                         | DATA PROSE LLC           | WATER/SEWER BILLING 5/16              | 669.93   |         |
| 20-2020-5-729000                     | OMNI 2" C2 METER 1000 GAL 15.25 | HD SUPPLY WATERWORKS, LT | OMNI 2" C2 METER 1000 GAL 15.25" & FL | 1,285.00 |         |
| 20-2020-5-729000                     | CAST IRON FLANGE KIT            | HD SUPPLY WATERWORKS, LT | OMNI 2" C2 METER 1000 GAL 15.25" & FL | 66.00    |         |
| 20-2020-5-729000                     | H10896N 5/8 X3/4 X3/4 METER CPL | HD SUPPLY WATERWORKS, LT | MXU'S / METER LEGS / BBOX             | 150.00   |         |
| 20-2020-5-729000                     | H10896N 1 METER CPLG NO LEAD    | HD SUPPLY WATERWORKS, LT | MXU'S / METER LEGS / BBOX             | 240.00   |         |
| 20-2020-5-729000                     | H10302 6'0 SERV BOX TAPT 2"     | HD SUPPLY WATERWORKS, LT | MXU'S / METER LEGS / BBOX             | 294.00   |         |
| 20-2020-5-752000                     | UNIFORMS                        | AMERICAN OUTFITTERS LTD  | UNIFORMS / HATS                       | 161.00   |         |
| 20-2020-5-752000                     | UNIFORMS                        | CUTLER WORKWEAR          | UNIFORMS                              | 164.62   |         |
| 20-2020-5-752000                     | UNIFORMS                        | ROGANS SHOES             | UNIFORM / BOOTS                       | 131.75   |         |
| 20-2020-7-716000                     | MAINTENANCE WATER LINE          | ARTHUR WEILER, INC       | REPLCMT TREE / WATERMAIN BREAK        | 350.00   |         |
| 20-2020-7-716000                     | BACKFILL MATERIALS              | THELEN MATERIALS LLC     | BACKFILL MATERIALS                    | 1,812.29 |         |
| 20-2020-7-716000                     | BACKFILL MATERIALS              | THELEN MATERIALS LLC     | BACKFILL MATERIALS                    | 1,002.66 |         |
| 20-2020-7-716000                     | MATERIALS - GRAVEL              | VULCAN CONSTRUCTION MATE | MATERIALS - GRAVEL                    | 1,556.96 |         |
| Total For Dept 2020 WATER DEPARTMENT |                                 |                          |                                       |          |         |
| 13,324.15                            |                                 |                          |                                       |          |         |
| Dept 2021 SEWER DEPARTMENT           |                                 |                          |                                       |          |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 38.50    |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 208.29   |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 168.72   |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 30.19    |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 639.14   |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 34.45    |         |
| 20-2021-4-708000                     | ELECTRICITY                     | COMMONWEALTH EDISON CO   | SERVICE 5/16                          | 105.88   |         |
| 20-2021-4-709000                     | NATURAL GAS                     | NORTH SHORE GAS CO       | SERVICE 5/16                          | 30.31    |         |
| 20-2021-4-709000                     | NATURAL GAS                     | NORTH SHORE GAS CO       | SERVICE 5/16                          | 63.01    |         |
| 20-2021-4-709000                     | NATURAL GAS                     | NORTH SHORE GAS CO       | SERVICE 5/16                          | 33.05    |         |
| 20-2021-4-709000                     | NATURAL GAS                     | NORTH SHORE GAS CO       | SERVICE 5/16                          | 34.49    |         |
| 20-2021-4-710000                     | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          | 338.93   |         |
| 20-2021-5-706000                     | MATERIALS AND SUPPLIES          | PRO-SAFETY INC           | GREEN & BLUE SPRAY PAINT              | 153.00   |         |
| 20-2021-5-722000                     | POSTAGE                         | DATA PROSE LLC           | WATER/SEWER BILLING 5/16              | 669.92   |         |
| 20-2021-5-726000                     | TRAVEL, TRAIN, SUBSCRIP & DUES  | APWA-CHICAGO METRO CHAPT | EXPO 2016 REGISTRATION                | 345.00   |         |
| 20-2021-7-715000                     | MAINTENANCE LIFT STATIONS       | LIBERTYVILLE HARDWARE    | MISC HARDWARE & SUPPLIES 5/16         | 48.00    |         |

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

| Fund  | Dept                            | Utility Fund             | Dept                                  | Utility Fund | Invoice Description | Amount     | Check # |
|---|---------------------------------|--------------------------|---------------------------------------|--------------|---------------------|------------|---------|
| 20-2021-7-715000                                | MAINTENANCE LIFT STATIONS       | STEINER ELECTRIC COMPANY | O/L RELAY                             |              |                     | 282.26     |         |
| Total For Dept 2021 SEWER DEPARTMENT            |                                 |                          |                                       |              |                     | 3,223.14   |         |
| 20-2022-4-710000                                | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          |              |                     | 113.57     |         |
| 20-2022-4-710000                                | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          |              |                     | 87.25      |         |
| 20-2022-5-706000                                | MATERIALS AND SUPPLIES          | HACH CHEMICAL            | PHOSPHOROUS REAGENT                   |              |                     | 176.16     |         |
| 20-2022-5-706000                                | MATERIALS AND SUPPLIES          | LIBERTYVILLE HARDWARE    | MISC HARDWARE & SUPPLIES 5/16         |              |                     | 35.34      |         |
| 20-2022-5-706000                                | MATERIALS AND SUPPLIES          | SHERWIN-WILLIAMS         | PAINT SUPPLIES                        |              |                     | 17.67      |         |
| 20-2022-5-706000                                | MATERIALS AND SUPPLIES          | WILKENS-ANDERSON COMPANY | TSS FILTER PAPER                      |              |                     | 156.37     |         |
| 20-2022-5-707000                                | CHEMICALS                       | VIKING CHEMICAL COMPANY  | SODIUM BISULFITE                      |              |                     | 555.15     |         |
| 20-2022-5-726000                                | TRAVEL, TRAIN, SUBSCRIP & DUES  | APWA                     | MEMBERSHIP DUES 9/1/16--8/31/17       |              |                     | 255.00     |         |
| 20-2022-5-752000                                | UNIFORMS                        | ROGANS SHOES             | UNIFORM / BOOTS                       |              |                     | 362.86     |         |
| 20-2022-7-712000                                | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC | 2016/17 MOWING & LANDSCAPING CONTRACT |              |                     | 547.75     |         |
| 20-2022-7-712000                                | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG | MOWING AND LANDSCAPING                |              |                     | 14.63      |         |
| 20-2022-7-712000                                | MAINT - BUILDING & GROUNDS      | MCMASTER-CARR SUPPLY CO  | FIRE EXTINGUISHER MOUNTING BRACKET    |              |                     | 14.81      |         |
| 20-2022-7-712000                                | MAINT - BUILDING & GROUNDS      | MCMASTER-CARR SUPPLY CO  | HARDWARE                              |              |                     | 65.46      |         |
| 20-2022-7-715000                                | MAINTENANCE OTHER EQUIPMENT     | MCMASTER-CARR SUPPLY CO  | INF. FLOW METER HARDWARE              |              |                     | 29.45      |         |
| 20-2022-7-715000                                | MAINTENANCE OTHER EQUIPMENT     | MCMASTER-CARR SUPPLY CO  | TRANSDUCER MOUNTING BRACKET           |              |                     | 17.99      |         |
| 20-2022-7-715000                                | MAINTENANCE OTHER EQUIPMENT     | MCMASTER-CARR SUPPLY CO  | GREASE                                |              |                     | 104.65     |         |
| 20-2022-7-715000                                | MAINTENANCE OTHER EQUIPMENT     | MID-TOWN ACQUISITION LLC | OIL                                   |              |                     | 51.47      |         |
| 20-2022-7-715000                                | MAINTENANCE OTHER EQUIPMENT     | MOTION INDUSTRIES, INC.  | GREASE                                |              |                     | 2,760.58   |         |
| Total For Dept 2022 WASTE WATER TREATMENT PLANT |                                 |                          |                                       |              |                     | 2,760.58   |         |
| 20-2024-5-788000                                | 510M S/POINT M2 WIRED DP HR&LD  | HD SUPPLY WATERWORKS, LT | MXU'S / METER LEGS / BBOX             |              |                     | 3,780.00   |         |
| 20-2024-6-772000                                | WWTP IMPR                       | PADDOCK PUBLICATIONS, IN | PUBLIC NOTICE                         |              |                     | 21.00      |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | ENGINEERING ENTERPRISES  | PETERSON ROAD BPS AND WATER MAIN CON  |              |                     | 292.00     |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | GEWALT HAMILTON ASSOCIAT | 2016 CONSTRUCTION SEASON CONSTRUCTION |              |                     | 896.00     |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | JORGENSEN & ASSOCIATES,  | 2016 WATER MAIN REPLACEMENT PROJECT E |              |                     | 21,069.95  |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | JORGENSEN & ASSOCIATES,  | WINDSOR TERRACE EASEMENT SURVEY AND L |              |                     | 1,348.47   |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | PADDOCK PUBLICATIONS, IN | 2017 WATER MAIN REPLACEMENT TOPO SERV |              |                     | 4,547.28   |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | TRINE CONSTRUCTION CORP  | BID NOTICE FOR PROJ NUMBER 1609       |              |                     | 24.15      |         |
| 20-2024-6-772000                                | UNDERGROUND IMPROVEMENT         | TRINE CONSTRUCTION CORP  | 2016 WATER MAIN REPLACEMENT PROJ.-PRO |              |                     | 180,762.68 |         |
| Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT |                                 |                          |                                       |              |                     | 212,741.53 |         |
| Total For Fund 20 UTILITY FUND                  |                                 |                          |                                       |              |                     | 232,565.21 |         |
| 30-0000-3-787000                                | REMOVE AND REPLACE CAMSHAFT & # | CIT GROUP, INC           | 1998 PIERCE FIRE TRUCK - REMOVE AND R |              |                     | 2,089.43   |         |
| 30-0000-3-787000                                | LABOR                           | CIT GROUP, INC           | 1998 PIERCE FIRE TRUCK - REMOVE AND R |              |                     | 2,000.00   |         |
| 30-0000-3-787000                                | O/S                             | CIT GROUP, INC           | 1998 PIERCE FIRE TRUCK - REMOVE AND R |              |                     | 50.00      |         |
| 30-0000-5-706000                                | SHOP SUPPLIES                   | AMERICAN GASES CORP      | CYLINDERS                             |              |                     | 19.50      |         |
| 30-0000-5-706000                                | SHOP SUPPLIES                   | TIFCO INDUSTRIES         | SHOP SUPPLIES                         |              |                     | 324.59     |         |
| 30-0000-5-707000                                | TOOLS                           | MIKE FREUND, INC         | TOOLS                                 |              |                     | 271.90     |         |
| 30-0000-5-711000                                | GASOLINE & OIL                  | CARQUEST AUTO PARTS      | MISC REPAIR PARTS & SUPPLIES          |              |                     | 165.48     |         |
| 30-0000-5-711000                                | GASOLINE & OIL                  | HERITAGE CRYSTAL CLEAN L | COOLANT                               |              |                     | 293.51     |         |
| 30-0000-5-713000                                | VEHICLE WASHING                 | S & S ENERGY INC         | CAR WASH                              |              |                     | 10.00      |         |
| 30-0000-5-713000                                | VEHICLE WASHING                 | S & S ENERGY INC         | CAR WASH                              |              |                     | 10.00      |         |
| 30-0000-5-714000                                | VEHICLE PARTS                   | CARQUEST AUTO PARTS      | MISC REPAIR PARTS & SUPPLIES          |              |                     | 1,254.68   |         |
| 30-0000-5-714000                                | VEHICLE PARTS                   | DUXLER TIRE STORE        | TIRES                                 |              |                     | 639.41     |         |
| 30-0000-5-714000                                | VEHICLE PARTS                   | GLOBAL EMERGENCY PRODUCT | REL VALVE                             |              |                     | 50.67      |         |

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 30 VEHICLE MAINT/REPL SERVICE FD

|                   |                                |                          |                                       |          |  |
|-------------------|--------------------------------|--------------------------|---------------------------------------|----------|--|
| Dept 0000 GENERAL |                                |                          |                                       |          |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | J.E.B. BATTERY DISTRIBUT | BATTERY                               | 114.35   |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | LIBERTYVILLE LINCOLN SAL | VEHICLE MAINT REPAIR PARTS            | 75.15    |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | LIBERTYVILLE LINCOLN SAL | ACCUMULATOR ASSEMBLY, O RING          | 83.49    |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | LIBERTYVILLE LINCOLN SAL | BRAKE LINING / ROTOR ASSEMBLY         | 162.82   |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | MIDWEST HOSE AND FITTING | 2 -- 1/2" BRASS BALL VALVES           | 10.44    |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | MIDWEST HOSE AND FITTING | PIPE FITTINGS #328 VACTOR             | 118.27   |  |
| 30-0000-5-714000  | VEHICLE PARTS                  | RUSSO POWER EQUIPMENT    | TORO/WHEEL HORSE BELT                 | 39.99    |  |
| 30-0000-5-726000  | TRAVEL, TRAIN, SUBSCRIP & DUES | APWA                     | MEMBERSHIP DUES 9/1/16--8/31/17       | 155.00   |  |
| 30-0000-5-726000  | TRAVEL, TRAIN, SUBSCRIP & DUES | APWA-CHICAGO METRO CHAPT | EXPO 2016 REGISTRATION                | 70.00    |  |
| 30-0000-5-752000  | UNIFORMS                       | CUTLER WORKWEAR          | UNIFORMS                              | 94.45    |  |
| 30-0000-5-755000  | LICENSE/TITLE/INSPECTION FEES  | RONDOUT SERVICE CENTER L | VEHICLE INSPECTIONS                   | 151.00   |  |
| 30-0000-5-789000  | ACCIDENT DAMAGE EXPENSE        | ESTRADA CUSTOMS          | REPAIR/ACCIDENT DAMAGE #007-2015 FORD | 4,795.00 |  |
| 30-0000-6-782000  | VEHICLE REPLACEMENT COSTS      | LIBERTYVILLE LINCOLN SAL | 3 -- STEEP ASSEMBLY / NEW TURCKS      | 862.50   |  |

Total For Dept 0000 GENERAL 13,911.63

Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD 13,911.63

Fund 31 TECHNOLOGY EQUIP/REPL SER FD

|                   |                                 |                          |  |            |  |
|-------------------|---------------------------------|--------------------------|--|------------|--|
| Dept 0000 GENERAL |                                 |                          |  |            |  |
| 31-0000-3-728000  | IS-RPDCSD CLOUD DR NAS SEEDING  | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 995.00     |  |
| 31-0000-3-728000  | IS-814 REMOTE INSTALL SVC FOR C | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 1,799.00   |  |
| 31-0000-3-728000  | CONSULTING SERVICES             | INNOVATIVE MSP SOLUTIONS | IT SERVICE 5/30, 6/2 & 6/6             | 1,875.00   |  |
| 31-0000-4-719000  | INTERNET ACCESS                 | COMCAST BUSINESS         | INTERNET SERVICE                       | 1,474.76   |  |
| 31-0000-5-726000  | TRAVEL, TRAIN, SUBSCRIP & DUES  | GMLS INTERNATIONAL       | CHAPTER DUES-DEWEY                     | 175.00     |  |
| 31-0000-5-729000  | RS-814WPP-UNT12 PLEDGE SUBSCRIP | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 2,550.00   |  |
| 31-0000-5-729000  | SOFTWARE, LICENSING, UPDATES    | INNOVATIVE MSP SOLUTIONS | IT SUPPORT /SERVERS, WORKSTNS & E-MAIL | 1,080.50   |  |
| 31-0000-5-730000  | WEB PAGE SERVICES               | CONSTANT CONTACT         | ENEWS SUBSCRIPTION FEE                 | 5.00       |  |
| 31-0000-5-799000  | MISCELLANEOUS                   | CDW GOVERNMENT, INC      | PRINTER TONER ED PRINTER               | 76.59      |  |
| 31-0000-5-799000  | MISCELLANEOUS                   | SMARTDRAW                | MAINTENANCE ON SOFTWARE PROGRAM        | 39.95      |  |
| 31-0000-6-790000  | DISCOUNT                        | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | (6,600.00) |  |
| 31-0000-6-790000  | FREIGHT                         | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 76.00      |  |
| 31-0000-6-790000  | RXDA ARCHIVE APPLIANCE          | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 795.00     |  |
| 31-0000-6-790000  | 4TB 7200 RPM HD W/CARRIER       | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 1,636.00   |  |
| 31-0000-6-790000  | FC-500CX-GIB12 LONG-TERM CLOUD  | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 4,800.00   |  |
| 31-0000-6-790000  | RS-814BPL-UNT12 APPLIANCE & SUP | ALLIANCE TECHNOLOGY GROU | VILLAGE DATA BACKUP SYSTEM REPLACEMENT | 18,449.00  |  |
| 31-0000-6-790000  | INFEL XEON E5-2420 14052827     | ITSVVY LLC               | EXISTING VIRTUAL SERVER UPGRADES       | 926.00     |  |

Total For Dept 0000 GENERAL 30,152.80

Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD 30,152.80

Fund 40 CAPITAL IMPROVEMENT FUND

|                   |                                 |                        |                                      |           |  |
|-------------------|---------------------------------|------------------------|--------------------------------------|-----------|--|
| Dept 0000 GENERAL |                                 |                        |                                      |           |  |
| 40-0000-0-626000  | VEHICLE LICENSE                 | MOORE, JANETTE         | REFUND / V/STKR SOLD TO NON-RESIDENT | 30.00     |  |
| 40-0000-0-784000  | 2016 SIDEWALK REPLACEMENT PROJE | GLOBE CONSTRUCTION INC | 2016 SIDEWALK REPLACEMENT PROJECT    | 57,880.56 |  |

Total For Dept 0000 GENERAL 57,910.56

Total For Fund 40 CAPITAL IMPROVEMENT FUND 57,910.56

Fund 41 ROAD IMPROVEMENT FUND

|                   |                     |                          |                                       |            |  |
|-------------------|---------------------|--------------------------|---------------------------------------|------------|--|
| Dept 0000 GENERAL |                     |                          |                                       |            |  |
| 41-0000-6-773000  | ROAD REHABILITATION | ALAMP CONCRETE CONTRACTO | 2016 PAVEMENT REHAB. -PROJ NUMBER 160 | 456,535.18 |  |
| 41-0000-6-773000  | ROAD REHABILITATION | CIVILTECH                | ROCKLAND ROAD FAU PROJECT ENG., SERVI | 16,180.57  |  |
| 41-0000-6-773000  | ROAD REHABILITATION | CIVILTECH                | 2015 STREET RECONSTRUCTION ENG. SERVI | 442.40     |  |

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

| GL Number                                    | Invoice Line Desc               | Vendor                      | Invoice Description                    | Amount     | Check # |
|--|---------------------------------|-----------------------------|--|------------|---------|
| <b>Fund 41 ROAD IMPROVEMENT FUND</b>         |                                 |                             |  |            |         |
| Dept 0000 GENERAL                            | ROAD REHABILITATION             | RUBINO ENGINEERING INC      | 2016 CONSTRUCTION SEASON MATERIALS TE  | 4,769.00   |         |
| 41-0000-6-773000                             |                                 | Total For Dept 0000 GENERAL |  | 477,927.15 |         |
| <b>Fund 45 PARK IMPROVEMENT FUND</b>         |                                 |                             |  |            |         |
| Dept 0000 GENERAL                            | PARK IMPROVEMENT COSTS          | WILLIAMS ARCHITECTS         | ENG SERV /RIVERSIDE POOL RENOVATION    | 369.78     |         |
| 45-0000-0-782000                             |                                 | Total For Dept 0000 GENERAL |  | 369.78     |         |
| <b>Fund 60 LIBERTYVILLE SPORTS COMP FUND</b> |                                 |                             |  |            |         |
| Dept 6001 LSC-INDOOR SPORTS CENTER           | CONTRACTED SERVICES             | ADNAN FLAYEL                | SPR2016 INDOOR SOCCER REF 180\$30      | 540.00     |         |
| 60-6001-3-707000                             | CONTRACTED SERVICES             | DANIEL HINESTROSA           | SPR2016 INDOOR SOCCER REF 20\$30, 2 @  | 110.00     |         |
| 60-6001-3-707000                             | CONTRACTED SERVICES             | EXCELLENT MAIDS CORP        | SPR2016 INDOOR SOCCER REF 170\$30      | 510.00     |         |
| 60-6001-3-707000                             | CONTRACTED SERVICES             | PREM KUMAR                  | SPR2016 INDOOR SOCCER REF 80\$30       | 240.00     |         |
| 60-6001-3-707000                             | CONTRACTED SERVICES             | SEBASTIAN HINESTROSA        | SPR2016 INDOOR SOCCER REF 20\$25       | 50.00      |         |
| 60-6001-3-707000                             | CONTRACTED SERVICES             | VIJAY KUMAR                 | SPR INDOOR SOCCER ASSIGNOR 210\$15, RE | 435.00     |         |
| 60-6001-3-713000                             | INDEPENDENT CONTRACTORS         | JELLY BEAN SPORTS, INC      | SUMMER SOCCER CAMP FOR KIDS            | 2,232.00   |         |
| 60-6001-3-713000                             | INDEPENDENT CONTRACTORS         | K H KIM'S TAEKWONDO         | TAEKWONDO INSTRUCTION                  | 2,184.00   |         |
| 60-6001-3-742000                             | COPY MACHINE LEASE              | RICOH USA, INC              | COPIER LEASE                           | 197.56     |         |
| 60-6001-4-709000                             | NORTH SHORE GAS                 | NORTH SHORE GAS CO          | SERVICE 5/16                           | 230.37     |         |
| 60-6001-4-710000                             | TELEPHONE                       | CALL ONE                    | SERVICE 6/16                           | 157.00     |         |
| 60-6001-4-710000                             | TELEPHONE                       | CALL ONE                    | SERVICE 6/16                           | 239.83     |         |
| 60-6001-5-706000                             | MATERIALS AND SUPPLIES SPORTS   | AMAZON                      | STAND DESK                             | 100.00     |         |
| 60-6001-5-706000                             | MATERIALS AND SUPPLIES SPORTS   | PARTYPRO.COM                | TABLECLOTHES                           | 115.00     |         |
| 60-6001-5-706000                             | MATERIALS AND SUPPLIES SPORTS   | S & S WORLDWIDE, INC        | SPORT CAMP SUPPLIES                    | 111.90     |         |
| 60-6001-5-716000                             | CONCESSIONS                     | AMAZON                      | BASKET/CPU HOLDER                      | 39.98      |         |
| 60-6001-5-716000                             | CONCESSIONS                     | AMAZON                      | WIRE RACK CUP & LID ORGANIZER          | 572.03     |         |
| 60-6001-5-716000                             | CONCESSIONS                     | GOLD MEDAL-CHICAGO INC      | CONCESSION SUPPLIES                    | 1,910.78   |         |
| 60-6001-5-716000                             | CONCESSIONS                     | PEPSI                       | CONCESSION SUPPLIES                    | 1,273.50   |         |
| 60-6001-5-716000                             | CONCESSIONS                     | PIZZA ITALIA                | PIZZA 5/14, 24 & 6/2 SCHOOL & ARMY E   | 838.32     |         |
| 60-6001-5-723000                             | OFFICE SUPPLIES                 | MAJOR GLOVES & SAFETY       | GLOVES                                 | 32.00      |         |
| 60-6001-5-733000                             | MATL & SUPPLIES CONF & BIRTHDY  | AMAZON                      | HDTV ADAPTER CABLE                     | 155.00     |         |
| 60-6001-5-734000                             | MATERIALS & SUPPLIES FITNESS    | DIRECT FITNESS SOLUTIONS    | FITNESS EQUIPMENT REPAIR               | 236.00     |         |
| 60-6001-5-734000                             | MATERIALS & SUPPLIES FITNESS    | DIRECT FITNESS SOLUTIONS    | FITNESS EQUIPMENT PARTS / REPAIR       | 165.78     |         |
| 60-6001-5-734000                             | MATERIALS & SUPPLIES FITNESS    | GAIAM AMERICAS, INC         | FITNESS EQUIPMENT                      | 81.81      |         |
| 60-6001-5-751000                             | CLIMBING WALL/FRONT DESK        | MOOSEJAW MOUNTAINCLIMBER    | GYM HARNESSES                          | 99.00      |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | AMAZON                      | POWER SUPPLY                           | 225.00     |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | CAHILL HEATING & A/C        | SC AC TROUBLESHOOTING                  | 8,075.00   |         |
| 60-6001-7-712000                             | REPLACE HVAC COMPRESSOR AT SC   | CAHILL HEATING & A/C        | REPLACE COMPRESSOR IN CENTER/WEST HVA  | 244.55     |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | GRAINGER INC                | REPAIR PARTS                           | 119.00     |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | GREAT LAKES ELEVATOR SER    | ELEVATOR MAINT 7/16                    | 43.61      |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | J.C. LICHT                  | SC PAINT                               | 8.00       |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | LECHNER & SONS              | UNIFORMS                               | 8.00       |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | LECHNER & SONS              | UNIFORMS                               | 710.03     |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | NETWORK SERVICES COMPANY    | JANITORIAL SUPPLIES                    | 50.00      |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | ORKIN EXTERMINATING CO I    | PEST CONTROL                           | 318.30     |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | SUPERIOR INDUSTRIAL SUPP    | JANITORIAL SUPPLIES                    | 185.00     |         |
| 60-6001-7-712000                             | MAINTENANCE BUILDING            | WORLD SECURITY & CONTROL    | ALARM REPAIR / BATTERIES               | 1,942.86   |         |
| 60-6001-7-714000                             | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC    | 2016/17 MOWING & LANDSCAPING CONTRACT  |            |         |

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        |                          |                                       |            |         |
| 60-6001-7-714000 | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG | MOWING AND LANDSCAPING                | 2,936.60   |         |
|                  |                                 | Total For Dept 6001      | LSC-INDOOR SPORTS CENTER              | 27,752.71  |         |
| Dept 6002        | LSC-GOLF LEARNING CENTER        |                          |                                       |            |         |
| 60-6002-4-709000 | NORTH SHORE GAS                 | NORTH SHORE GAS CO       | SERVICE 5/16                          | 171.78     |         |
| 60-6002-4-710000 | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          | 159.88     |         |
| 60-6002-4-710000 | TELEPHONE                       | CALL ONE                 | SERVICE 6/16                          | 104.70     |         |
| 60-6002-5-733000 | MATERIALS & SUPPLIES- PRO SHOP  | COMCAST CABLE            | TECH CALL SERVICE FEE 3/20/16         | 100.05     |         |
| 60-6002-5-733000 | MATERIALS & SUPPLIES- PRO SHOP  | RANGE AUTOMATION SYSTEMS | CARD ENCODING                         | 170.00     |         |
| 60-6002-5-733000 | MATERIALS & SUPPLIES- PRO SHOP  | RANGE AUTOMATION SYSTEMS | CARD ENCODING                         | 170.00     |         |
| 60-6002-7-713000 | 2016/17 MOWING & LANDSCAPING CO | BUHRMAN DESIGN GROUP INC | 2016/17 MOWING & LANDSCAPING CONTRACT | 1,714.29   |         |
| 60-6002-7-713000 | MOWING & LANDSCAPING            | LANDSCAPE CONCEPTS MANAG | MOWING AND LANDSCAPING                | 2,575.50   |         |
| 60-6002-7-715000 | MAINTENANCE OTHER EQUIPMENT     | BURRIS EQUIPMENT CO      | REPLACE DAMAGED TIRE                  | 196.02     |         |
|                  |                                 | Total For Dept 6002      | LSC-GOLF LEARNING CENTER              | 5,362.22   |         |
| Dept 6003        | LSC-FAMILY ENTERTAINMENT CENTER |                          |                                       |            |         |
| 60-6003-0-709000 | NORTH SHORE GAS                 | NORTH SHORE GAS CO       | SERVICE 5/16                          | 50.99      |         |
|                  |                                 | Total For Dept 6003      | LSC-FAMILY ENTERTAINMENT CENTER       | 50.99      |         |
| Dept 6004        | LSC-GENERAL                     |                          |                                       |            |         |
| 60-6004-9-796000 | INTEREST PAYMENTS               | THE BANK OF NEW YORK MEL | GO REF ALT SER 10A BOND PAYMENT       | 234,377.50 |         |
| 60-6004-9-796000 | INTEREST PAYMENTS               | THE BANK OF NEW YORK MEL | GO REF ALT SER 10B BOND PAYMENT       | 75,243.76  |         |
| 60-6004-9-796000 | INTEREST PAYMENTS               | THE BANK OF NEW YORK MEL | GO REF ALT SER 10C BOND PAYMENT       | 34,675.00  |         |
|                  |                                 | Total For Dept 6004      | LSC-GENERAL                           | 344,296.26 |         |
|                  |                                 | Total For Fund 60        | LIBERTYVILLE SPORTS COMP FUND         | 377,462.18 |         |

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE  
 EXP CHECK RUN DATES 06/28/2016 - 06/28/2016  
 JOURNALIZED  
 BOTH OPEN AND PAID

| GL Number            | Invoice Line Desc | Vendor | Invoice Description    | Amount       | Check # |
|----------------------|-------------------|--------|------------------------|--------------|---------|
| Fund Totals:         |                   |        |                        |              |         |
|                      |                   |        | Fund 01 GENERAL FUND   | 180,152.96   |         |
|                      |                   |        | Fund 02 CONCORD SPECIA | 1,204.30     |         |
|                      |                   |        | Fund 03 EMERGENCY TELE | 2,495.99     |         |
|                      |                   |        | Fund 06 TIM/CREEK SPEC | 860.20       |         |
|                      |                   |        | Fund 08 GENERAL BOND & | 15,776.25    |         |
|                      |                   |        | Fund 09 TAX INCREMENT  | 11,103.98    |         |
|                      |                   |        | Fund 13 HOTEL/MOTEL TA | 17,970.55    |         |
|                      |                   |        | Fund 14 COMMUTER PARKI | 2,886.83     |         |
|                      |                   |        | Fund 15 SALES TAX BOND | 1,720.00     |         |
|                      |                   |        | Fund 20 UTILITY FUND   | 232,565.21   |         |
|                      |                   |        | Fund 30 VEHICLE MAINT/ | 13,911.63    |         |
|                      |                   |        | Fund 31 TECHNOLOGY EQU | 30,152.80    |         |
|                      |                   |        | Fund 40 CAPITAL IMPROV | 57,910.56    |         |
|                      |                   |        | Fund 41 ROAD IMPROVEME | 477,927.15   |         |
|                      |                   |        | Fund 45 PARK IMPROVEME | 369.78       |         |
|                      |                   |        | Fund 60 LIBERTYVILLE S | 377,462.18   |         |
| Total For All Funds: |                   |        |                        | 1,424,470.37 |         |



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

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

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 634 Meadow Lane

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

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**Background:** The Village recently received a request from Catherine Carlton Spingola at 634 Meadow Lane for the vacation of a portion of the unimproved alley located behind her 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 Ms. Spingola 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 634 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 Meadow Lane; and

**WHEREAS**, the Village has received a request from the property owner of 634 Meadow 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

634 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 634 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 28th day of June, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 29<sup>h</sup> day of June, 2016.

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

ATTEST:

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

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

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 208 E. Austin Avenue

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

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**Background:** The Village recently received a request from Tim Jarosch at 208 E. Austin 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. Jarosch 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 208 EAST AUSTIN 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 Rockland Road and north of Austin Avenue; and

**WHEREAS**, the Village has received a request from the property owner of 208 E. Austin Avenue 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

634 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 208 E. Austin 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 28th day of June, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 29<sup>th</sup> day of June, 2016.

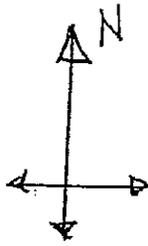
ATTEST:

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Terry L. Wepler, Village President

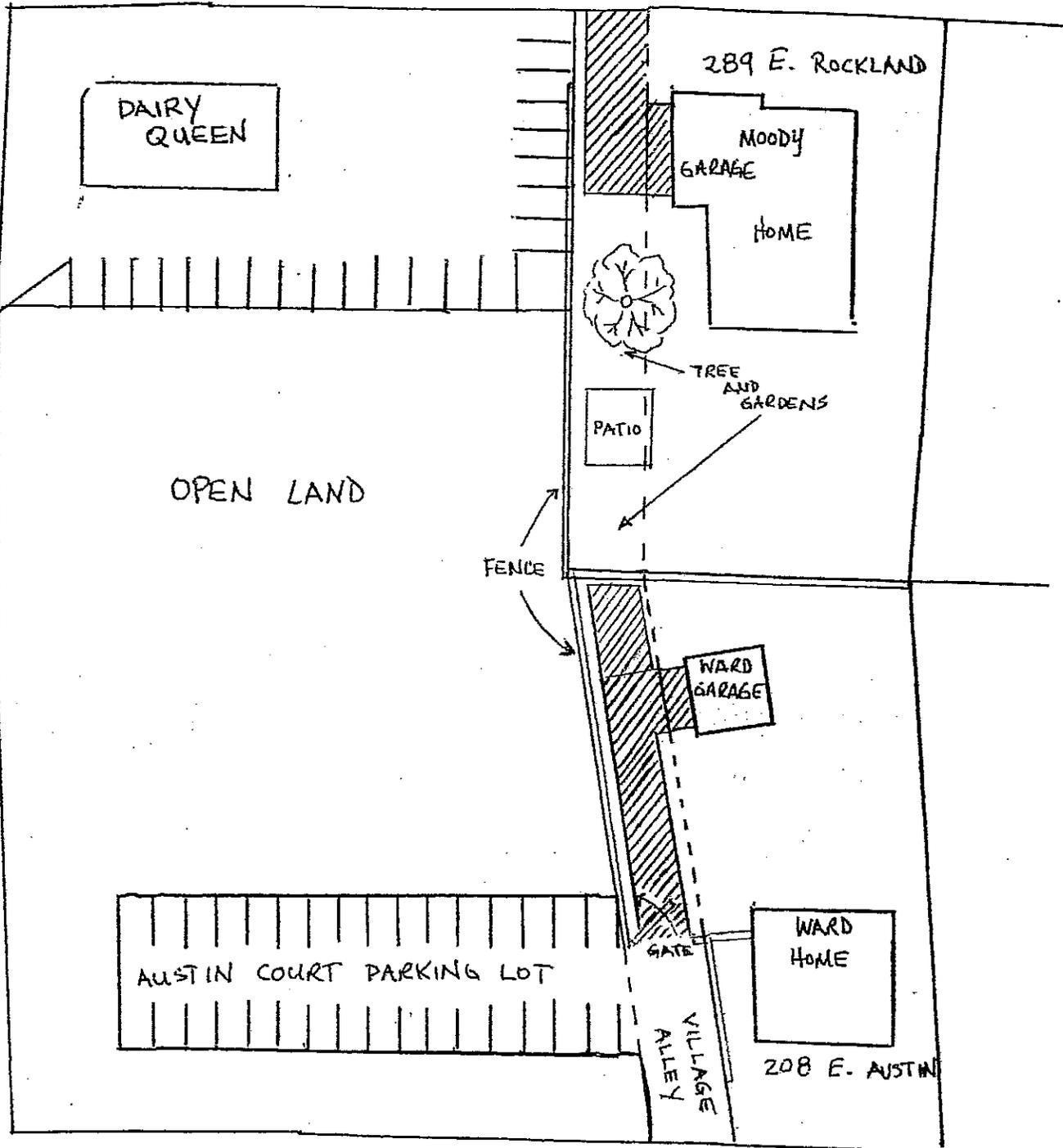
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Sally Kowal, Village Clerk



ROCKLAND ROAD

MILWAUKEE AVENUE



DAIRY QUEEN

289 E. ROCKLAND

MOODY GARAGE

HOME



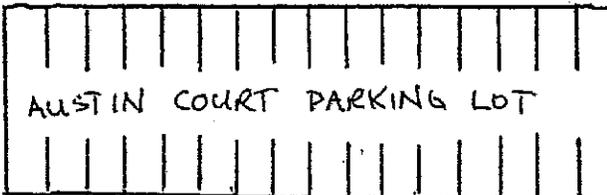
TREE AND GARDENS

PATIO

OPEN LAND

FENCE

WARD GARAGE



AUSTIN COURT PARKING LOT

GATE

WARD HOME

208 E. AUSTIN

VILLAGE ALLEY

AUSTIN AVENUE



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

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

**Staff Recommendation:** Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 503 Drake Street

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

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**Background:** The Village recently received a request from Lukas and Annika McKnight at 503 Drake Street 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. McKnight 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 503 DRAKE STREET

**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 west of Drake Street; and

**WHEREAS**, the Village has received a request from the property owner of 503 Drake Street 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

503 Drake Street, 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 503 Drake Street.

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 28th day of June, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 29<sup>h</sup> day of June, 2016.

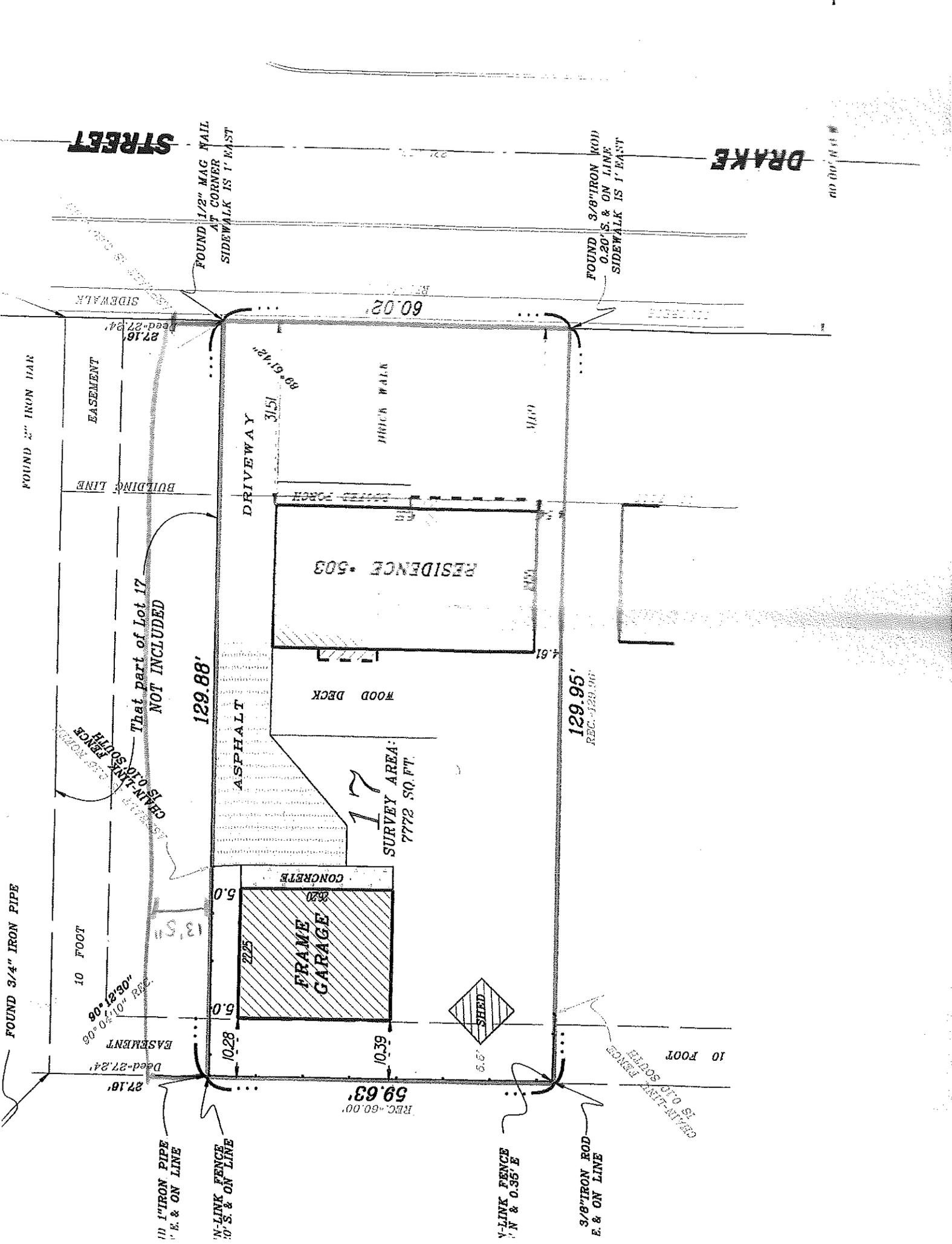
ATTEST:

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Terry L. Wepler, Village President

---

Sally Kowal, Village Clerk



STREET

DRAKE

FOUND 1/2" MAG NAIL  
AT CORNER  
SIDEWALK IS 1' EAST

FOUND 3/8" IRON ROD  
0.20' S. & ON LINE  
SIDEWALK IS 1' EAST

FOUND 3" IRON BAR

EASEMENT

BUILDING LINE

DRIVEWAY

WOOD WALK

RESIDENCE - 503

WOOD DECK

FRAME GARAGE  
CONCRETE  
PIES

SHED

That part of Lot 17  
NOT INCLUDED

129.88'

ASPHALT

17  
SURVEY AREA  
7772 SQ. FT.

129.95'  
REC. 329.96'

FOUND 3/4" IRON PIPE

10 FOOT

EASEMENT  
10.28  
10.39  
10.01  
12.80"  
REC. 27.24'

1" IRON PIPE  
1' E. & ON LINE

1/2" LINK FENCE  
10' S. & ON LINE

1/2" LINK FENCE  
1' N & 0.35' E

3/8" IRON ROD  
1' E. & ON LINE

59.63'  
REC. 60.00'

10 FOOT

CEMENT-TYPE FENCE  
15' 0.10' SOUTH

REC. 60.00'



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** Request to Install Downtown Banners

**Staff Recommendation:** Approve Request

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

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**Background:** For many years the Village of Libertyville has displayed seasonal banners on the decorative light poles in the downtown area, from approximately Appley Avenue to Illinois Route 176. These banners are changed each season, and periodically the Village receives requests from Community organizations to fly banners in recognition of some special event (e.g. Mainstreet Libertyville, Libertyville High School Homecoming, etc.). Usually these community banners are limited to four, and are placed on the decorative poles between Church Street and Cook Street on Milwaukee Avenue.

Attached is a letter from the Lake County Haven requesting permission to install banners in recognition of their 25<sup>th</sup> Anniversary. The Village would provide the Haven with the specific dimensions of the banners, and the Haven would pay for the banners and provide them to the Village for installation. While Village Staff has no objection to the request; we also installed the LHS Homecoming banners during the Fall on an annual basis as well as the recently approved Lambs Farm banners. Therefore, if the Village Board has no objection, the Staff would recommend that the Lake County Haven be allowed to display four banners that would be on the poles immediately north of Cook Street and south of Church Street. Four positive votes are required for approval.

upcoming VB



Empowering homeless women and their children  
to achieve permanent, independent living.

P.O. Box 127, Libertyville, IL 60048 • 847-680-1703 • fax, 847-680-1342 • www.LakeCountyHaven.org

June 6, 2016

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

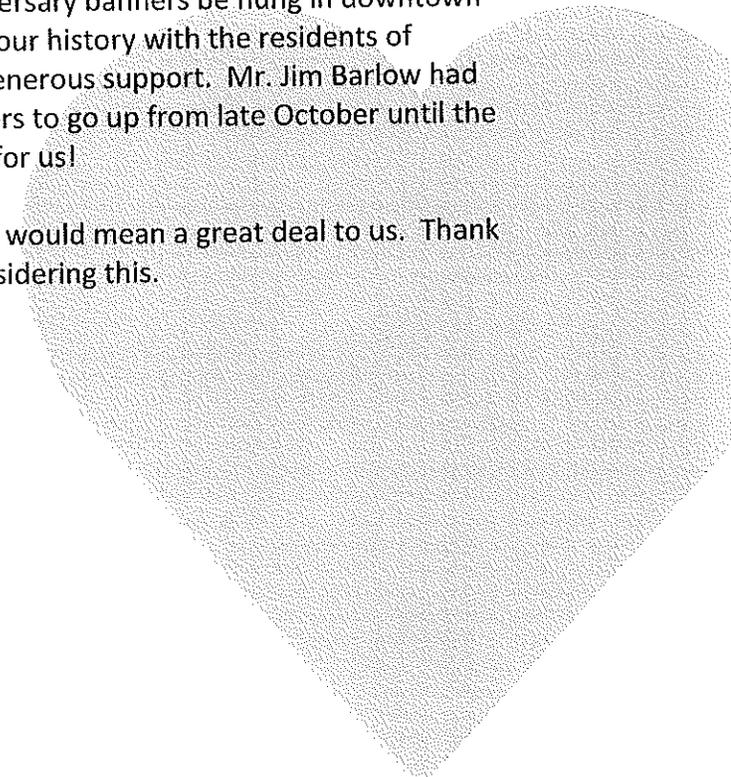
Dear Mr. Bowens,

I am writing to respectfully request that our 25<sup>th</sup> anniversary banners be hung in downtown Libertyville. Our wish is to celebrate this milestone in our history with the residents of Libertyville, who have made it all possible with their generous support. Mr. Jim Barlow had written to me that an opportunity exists for our banners to go up from late October until the end of May/early June. That would be perfect timing for us!

I hope that the Village Board will grant this request. It would mean a great deal to us. Thank you to you and all the Village Board members, for considering this.

Sincerely,

Laura Sabino  
Executive Director



**BOARD OF DIRECTORS**

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Christine Vicik  
Laura Sabino, MA, *Executive Director*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** Raffle License Request - Libertyville Sunrise Rotary

**Staff Recommendation:** Authorize license.

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

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**Background:** Attached is an application from the Libertyville Sunrise Rotary Club requesting permission to conduct raffle sales within the Village on June 10, 2016 through August 27, 2016. The raffle is being conducted to raise money to give to charities.

The Administrative Staff recommends the Board approve a raffle license for the Libertyville Sunrise Rotary Club. Four affirmative votes are required for approval.



RAFFLE LICENSE APPLICATION - FEE \$60.00

Applicant (organization) Libertyville Sunrise Rotary (Sunrise Rotary club Charitable Projects Foundation of Libertyville)  
Applicant representative DOUGLAS FENDON  
Address 820 FIFTH Avenue SUNRISE ROTARY  
Libertyville IL. 60048 P.O. Box 242  
Libertyville IL. 60048

The type of organization applying for the raffle license.  
Please indicate: ( ) Religious ( ) Labor (X) Charitable ( ) Other  
( ) Educational ( ) Fraternal ( ) Veterans'

Purpose of raffle Raise money to give to charities

Area within Village where raffle will be conducted Church Street

Chances will be sold from 6/10, 2016 to 8/27, 2016 (maximum 180 days)

Winning chances determined at Church St. on 8/27, 2016.  
(Place of drawing)

Aggregate retail value of all prizes or merchandise to be awarded in this raffle. \$7,500.00.  
NOTE: The maximum retail value of a single prize awarded in a raffle is \$20,000.  
The maximum amount which may be charged for each raffle is \$200.

We, the undersigned, state that we are the presiding officers of the above applicant and that said applicant is a not-for-profit organization. The undersigned further depose that the raffle be conducted in accordance with the applicable provisions of local ordinance and State statute, whichever may be applicable.

ATTEST: Date 6/7/16

\_\_\_\_\_  
Secretary Presiding Officer Richard S. Tillet

**PAID**  
JUN 17 2016



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** Request to Utilize Village Property – Cook Memorial Library

**Staff Recommendation:** Authorize Cook Memorial Public Library to Utilize Cook Park for Summer Concert

**Staff Contact:** Conrad Kowal, Director of Recreation and Sports Complex

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**Background:** Attached is a letter from the Cook Memorial Public Library District Director requesting Village Board authorization to utilize Cook Park and the Cook Mansion porch for a summer concert featuring Ralph's World Concert. The concert would take place on Wednesday, July 27, 2016 from 6:30 to 7:30 p.m. The Administrative Staff recommends Village Board approval of this request and concert event, subject to the Library submitting a Certificate of Insurance. Four positive votes are required for approval.



Cook Park • 413 N. Milwaukee Avenue • Libertyville, IL 60048  
Aspen Drive • 701 N. Aspen Drive • Vernon Hills, IL 60061

March 24, 2016

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

Dear Kevin:

I am writing to request the use of the Cook Mansion porch and park for **Ralph's World Concert** on Wednesday, July 27 from 6:30 to 7:30 p.m. **Ralph's World** is the mega-fun musical planet where kids can rock and dance to their own and their parents' delight. It's the creation of **Ralph Covert**: indie rocker, songwriter, playwright, and children's book author. Ralph engages his young fans with activity songs, story songs, dancing songs, and a healthy dose of pure silliness.

Covert's national media appearances for Ralph's World include NPR's All Things Considered, ABC World News Tonight, The CBS Morning Show, and Sirius XM Kids Radio New Year's Eve broadcast. His praise in print nationally includes Newsweek, Time, People and Parade.

Please consider granting permission for this event at your next Board Meeting. It's a wonderful way to bring people to our downtown area for quality and educational entertainment. As always, we will provide you with a Certificate of Insurance.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Archer", with a long horizontal flourish extending to the right.

David Archer  
Library Director



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** Resolution: Dissolution of the Emergency Telephone System Board (ETSB)

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Clinton J. Herdegen, Chief of Police

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**Background:** In June 2015, the Governor signed Public Act 99-0006, part of which mandates the dissolution of Emergency Telephone System Boards (ETSB's) that do not operate their own 9-1-1 dispatch center. Libertyville's dispatch center was eliminated in August 2012 when dispatch services were taken over by the Vernon Hills center.

The Public Act requires the dissolution of some existing ETSB's (Libertyville) and then formation of a Joint ETSB with other communities (Libertyville, Lincolnshire, and Vernon Hills), to be effective no later than July 1, 2017. However, the Act also requires that all affected ETSB's file a consolidation plan no later than July 1, 2016. The Village of Libertyville must pass a resolution indicating its intent to comply with the Statute, which will be included in the Consolidation Plan to be submitted by Vernon Hills prior to that due date.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

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

A RESOLUTION RELATED TO THE DISSOLUTION  
OF THE LIBERTYVILLE EMERGENCY TELEPHONE  
SYSTEM BOARD, AND THE INTENT TO JOIN A  
JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.*, the Village previously established the Village's Emergency Telephone System Board ("ETSB") under Chapter 5, Article 13 of the Village Municipal Code;

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the Village is mandated to submit a plan for the dissolution of the ETSB and entering into an intergovernmental agreement ("IGA") with certain other municipalities in order to create a joint emergency telephone system board ("JETSB") to the Illinois State Police no later than June 30, 2016;

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. That the Village of Libertyville intends to comply with Public Act 96-0006 by passing an Ordinance that dissolves the ETSB upon the Commencement Date of a JETSB that the Village will join through an IGA with certain other communities.

SECTION 3. That the Commencement Date of the JETSB has yet to be determined, but in no case shall be later than June 30, 2017 as mandated by the Act.

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: \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

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

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

ATTEST:

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** **REPORT OF THE APPEARANCE REVIEW COMMISSION**  
June 20, 2016

### **Appearance Review**

**Commission Recommendation:** To approve.

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

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**Background:** The Appearance Review Commission (ARC) met on June 20, 2016, and reviewed three (3) items that require Village Board approval.

The items heard at the June 20, 2016, meeting include:

1. **1200 American Way (Chapel of Libertyville, Applicant)**

Request is for approval of new landscaping.

*Commissioner Meyer made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new landscaping at 1200 American Way, subject to the following condition: 1) the applicant replace the two trees to be removed with an ornamental tree from the approved species list.*

*Motion carried 4 - 0.*

2. **109 W. Maple Avenue (Wexler/Kollman, P.C., Ltd., Authorized Agent for Vincent Arpino)**

Request is for approval of new building facades.

*Commissioner Chapin made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new building facades at 109 W. Maple Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

3. **815-865 Country Club Drive (Thomas Plohr, Authorized Agent for Libertyville Country Club Condo Association)**

**Village Board Agenda Supplement**  
**Page 2 of 2**

Request is for new landscaping.

*Commissioner Chapin made a motion, seconded by Commissioner Meyer, to recommend the Zoning Board of Appeals approve the application for new landscaping at 815-865 Country Club Drive, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

**REPORT OF THE APPEARANCE REVIEW COMMISSION**

**June 20, 2016**

**ARC 16-25 Chapel of Libertyville, Applicant  
1200 American Way**

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

Mr. Mike Scott, Chapel of Libertyville, presented new landscaping for 1200 American Way.

Mr. Scott stated that they would like to remove two trees that have grown up against the building and are overgrown.

Commissioner Chapin asked if they considered transplanting the trees. Mr. Scott stated that they asked their arborist about this, but that they are too close to the building to successfully remove.

Chairman Robbins stated that the building is helped by the trees and is less stark with them. Mr. Scott stated that they can replace each tree with something ornamental. Commissioner Chapin recommended that they plant two serviceberries, which can grow to 12 to 14 feet.

*Commissioner Meyer made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new landscaping at 1200 American Way, subject to the following condition: 1) the applicant replace the two trees to be removed with an ornamental tree from the approved species list.*

*Motion carried 4 - 0.*

**ARC 16-31 Wexler/Kollman P.C., Ltd., Authorized Agent for Vincent Arpino  
109 W. Maple Avenue**

**Request is for approval of new building facades.**

Mr. Mike Kollman, Wexler/Kollman, presented new building facades for 109 W. Maple Avenue.

Mr. Kollman stated that they are proposing to add solar panels to the south roof of the building. Chairman Robbins stated that there is no precedent set for the review of solar panels on commercial buildings. He stated that he has no issues with this proposal.

*Commissioner Chapin made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new building facades at 109 W. Maple Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

**Report of the Appearance Review Commission**

**Page 2 of 2**

**ARC 16-32 Thomas Plohr, Authorized Agent for Libertyville Country Club Condo Association  
815-865 Country Club Drive**

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

Mr. Thomas Plohr and Ms. Antonietta Simonian, Libertyville Country Club Condo Association, presented new landscaping for Libertyville Country Club.

Mr. Plohr stated that they would like to remove 12 crabapple trees from the front of the townhomes. He stated that the trees are located above sewer lines and that the roots are growing into the sewer system. He stated that the existing plantings at the base of the trees will be moved to other areas and that they will plant grass where the trees were located. He stated that some of the trees are dead anyway. Commissioner Chapin stated that these trees start declining about 20 years after planting. Ms. Simonian stated that there are large trees in the parkway that will remain.

*Commissioner Chapin made a motion, seconded by Commissioner Meyer, to recommend the Zoning Board of Appeals approve the application for new landscaping at 815-865 Country Club Drive, in accordance with the plans submitted.*

*Motion carried 4 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** **REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-07, Variation for a Fence)** – William Watson, Applicant  
832 Sherborne Court and 1215 Winchester Road

**Staff Recommendation to ZBA:** Approve variation for a fence.

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

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

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**Background:** At their meeting of June 13, 2016, the Zoning Board of Appeals heard a request from the owner of 832 Sherborne Court and 1215 Winchester Road for a fence variation to allow for enclosure of the property. Members of the Zoning Board of Appeals concurred with the request and noted that although the lots are separate, they effectively form a through lot with frontage on two streets. A motion to recommend Village Board of Trustees approval passed with a vote of 4 - 0.

Four positive votes are required for approval.

**REPORT OF THE ZONING BOARD OF APPEALS**

**REPORT ON:**           ZBA 16-07, William Watson

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

Pursuant to the **APPLICATION of WILLIAM WATSON**, being the **OWNER** of real estate located at **832 SHERBORNE COURT AND 1215 WINCHESTER ROAD**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO ALLOW A FENCE TO BE CONSTRUCTED IN THE FRONT YARD AT A HEIGHT OF 4-1/2 FEET AND TO EXCEED 1/3 THE LINEAR LENGTH OF THE FRONT PROPERTY LINE WITHIN THE FRONT YARD IN AN R-3, SINGLE FAMILY RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 13-9.2**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **MAY 28, 2016**, and held on **JUNE 13, 2016**, at **7:00 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois. Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

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

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

***Background:***

The applicant, William C. Watson, is requesting a variation to allow a fence line to be constructed in the front yard at a height of 4-1/2 feet and to exceed 1/3 the linear length of the front property line within the front yard in an R-3, Single Family Residential District located at 832 Sherborne Court. The applicant is proposing to construct a decorative 4-1/2 foot high black aluminum fence approximately 5 feet from the Winchester Road public sidewalk which is approximately 4 feet from the Winchester Road right-of-way property line.

The combined two lots owned by Dr. Watson complete a single zoning lot of record. One lot fronts Sherborne Court and the other fronts Winchester Road which combined creates a double frontage lot. Although the north end of the parcel that fronts Winchester Road functions as the applicant's rear yard, the Zoning Code requires a front yard setback of 40 feet from the Winchester Road right-of-way property line due to the double frontage orientation of the zoning lot. Winchester Road is under the jurisdiction of Lake County Government and any future widening of the Winchester Road right-of-way may require a relocation of fencing that is located within 10 feet of the right-of-way. The Village is not aware of any Lake County Government plans to widen the Winchester Road right-of-

## Report of the Zoning Board of Appeals, ZBA 16-07

way at this time and at this location. The Zoning Board of Appeals supports the variation request subject to any Lake County Division of Transportation requirements for fence setbacks from the right-of-way property line.

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

- a. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
- b. Unique Physical Condition. The lot, located as 1215 W. Winchester Road, is of standard size and shape. The lot is utilized as part of the yard and home at 832 Sherborne Court. The lot is directly north of the home lot.
- c. Not Self-Created. The physical condition is not the result of any actions by the owner or their predecessors.
- d. Denied Substantial Rights. The variation would provide substantial rights commonly enjoyed by all owners of other lots subject to the same provision. Several lots in the area and along Winchester Road have fences along Winchester Road, either by variation of grandfathered prior to development of codes.
- e. Not Merely Special Privilege. The difficulty is not merely a special privilege or additional right not available to other owners of lots subject to the same privilege.
- f. Code and Plan Purposes. The variation would not result in development of the lot not in harmony with the general and specific purpose for which this Code and the provisions of which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
  - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
  - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - 4) Would unduly increase the danger of flood or fire; or

**Report of the Zoning Board of Appeals, ZBA 16-07**

- 5) Would unduly tax public utilities and facilities in the area; or
  - 6) Would endanger the public health or safety.
- h. No Other Remedy. There is no other remedy other than the requested variation to allow for the proposed fence.

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO ALLOW A FENCE TO BE CONSTRUCTED IN THE FRONT YARD AT A HEIGHT OF 4-1/2 FEET AND TO EXCEED 1/3 THE LINEAR LENGTH OF THE FRONT PROPERTY LINE WITHIN THE FRONT YARD IN AN R-3, SINGLE FAMILY RESIDENTIAL DISTRICT** be **APPROVED**.

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

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

**NAYS:** NONE

**ABSENT:** KRUMMICK, MOORE, SCHULTZ

Respectfully Submitted, June 22, 2016.

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Chair, Zoning Board of Appeals

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Secretary, Zoning Board of Appeals

**Report of the Zoning Board of Appeals, ZBA 16-07**

**EXHIBIT A**

Legal Description of the Property

The East Half of That Part of the Southeast Quarter of the North West Quarter of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Beginning at a Point on the North Line of Said South East Quarter of the Northwest Quarter 238.8 Feet West of the North East Corner Thereof; Thence South 663.7 Feet to a Point on the South Line of the North East Quarter of the South East Quarter of the North West Quarter Which is 254.25 Feet West of the South East Corner of Said North East Quarter of the South East Quarter of the North West Quarter; Thence West Along Said South Line 235.85 Feet; Thence North 664.6 Feet to the North Line of Said South East Quarter of the North West Quarter; Thence East Along Said North Line 251.6 Feet to the Place of Beginning (Except the South 380.0 Feet Thereof), in Lake County, Illinois.

## **EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES**

### **Draft June 13, 2016, Zoning Board of Appeals Meeting Minutes**

**ZBA 16-07 William Watson, Applicant  
832 Sherborne Court and 1215 Winchester Road**

**Request is for a variation to allow a fence to be constructed in the front yard at a height of 4-1/2 feet and to exceed 1/3 the linear length of the front property line within the front yard in an R-3, Single Family Residential District.**

Mr. David Smith, Senior Planner, introduced the variation request. Mr. Smith stated that the applicant, William C. Watson, is requesting a variation to allow a fence line to be constructed in the front yard at a height of 4-1/2 feet and to exceed 1/3 the linear length of the front property line within the front yard in an R-3, Single Family Residential District located at 832 Sherborne Court. Mr. Smith stated that the applicant is proposing to construct a decorative 4-1/2 foot high black aluminum fence approximately 5 feet from the Winchester Road public sidewalk which is approximately 4 feet from the Winchester Road right-of-way property line.

Mr. Smith stated that the combined two lots owned by Dr. Watson complete a single zoning lot of record. He stated that one lot fronts Sherborne Court and the other fronts Winchester Road which combined creates a double frontage lot. Mr. Smith stated that although the north end of the parcel that fronts Winchester Road functions as the applicant's rear yard, the Zoning Code requires a front yard setback of 40 feet from the Winchester Road right-of-way property line due to the double frontage orientation of the zoning lot.

Dr. Watson, petitioner, stated that due to his double frontage lot he is at a disadvantage with the more restrictive fence regulation for that portion of his property that faces Winchester Road. He stated that it is his intent to enclose his entire rear yard even though it abuts the Winchester Road right-of-way. He stated that people seem to view his rear yard as public park and it often becomes a cut-through problem. He stated that he is also concerned about security. He stated that his fence proposal will not impede snow removal along the public right-of-way and will not have an adverse impact upon any existing trees.

Chairman Cotey asked the petitioner if he noted Staff's caution outlined in the Staff report regarding Lake County Government's right to require land dedication if they deem it necessary and that it may have an impact upon the proposed fence along the right of way. Dr. Watson stated that he understands the cautionary note in the Staff report.

Chairman Cotey asked the petitioner what he would like for the Zoning Board of Appeals to do tonight regarding the variation request. Dr. Watson stated that he would like for the Zoning Board of Appeals to render a positive recommendation to the Village Board for his fence variation request.

*In the matter of ZBA 16-07, Board Member Oakley moved, seconded by Board Member Semmelman, to recommend the Village Board of Trustees approve a variation to allow a fence to be constructed in the front yard at a height of 4-1/2 feet and to exceed 1/3 the linear length of the front property line*

*within the front yard in an R-3, Single Family Residential District, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

*Ayes: Cotey, Flores, Oakley, Semmelman*

*Nays: None*

*Absent: Krummick, Moore, Schultz*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** **REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-08, Variation for Signage)** – Sedgley Partners, LLC, Applicant  
1010 S. Milwaukee Avenue

**Staff Recommendation to ZBA:** Deny variation for signage.

**ZBA 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:** Napleton Ford is requesting approval of a sign variation to increase the number of permitted wall signs from one (1) to four (4) to allow for a manufacturer required sign program installation. Members of the Zoning Board of Appeals reviewed the request at their meeting of June 13, 2016, and concurred with the request. A motion to recommend Village Board of Trustees approval passed with a vote of 4 - 0.

Four positive votes are required for approval.

**REPORT OF THE ZONING BOARD OF APPEALS**

**REPORT ON:** ZBA 16-08, Sedgley Partners, LLC

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

Pursuant to the **APPLICATION** of **SEDGLEY PARTNERS, LLC**, being the **OWNER** of real estate located at **1010 S. MILWAUKEE AVENUE**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM NUMBER OF PERMITTED WALL SIGNS PER VEHICLE MANUFACTURER FROM ONE (1) TO FOUR (4) FOR A BUILDING LOCATED IN A C-5, VEHICLE DEALER COMMERCIAL DISTRICT, CHAPTER 26, SECTION 11-13**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **MAY 28, 2016**, and held on **JUNE 13, 2016**, at **7:00 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois. Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

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

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

***Background:***

The petitioner is requesting a variation to increase the maximum number of permitted wall signs for a vehicle manufacturer for a building located in a C-5, Vehicle Dealer Commercial District at 1010 S. Milwaukee Avenue. The subject property is the Napleton Ford vehicle dealer facility located at the southeast corner of Golf Road and Milwaukee Avenue on approximately 5.6 acres of land.

The petitioner is requesting approval for one (1) 84.5 square foot Napleton text wall sign on the front west facing building facade, two (2) oval Ford logo signs 21 square feet and 31 square feet in sign area on the front west facing building facade, and one (1) 97.5 square foot Napleton text wall sign on the south facing building facade.

The Zoning Code allows one (1) wall sign per vehicle manufacturer plus one (1) accessory service wall sign. Therefore, a variation to increase the number of permitted business walls signs from one (1) to four (4) is required.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the

## Report of the Zoning Board of Appeals, ZBA 16-08

Zoning Code would create a practical difficulty or particular hardship for the applicant. The requested variation does satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

- a. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
- b. Unique Physical Condition. The location and layout of the subject property is unique since it is located at a corner along a busy automobile dealership corridor in the C-5 Commercial Zoning District where most of the dealerships in Libertyville are located at this time.
- c. Not Self-Created. The hardship was not created by the applicant, but is a result of the site remodeling and the requirements for identification imposed by the manufacturer on the applicant's tenant. The sign changes must be implemented by Napleton Ford.
- d. Denied Substantial Rights. The applicant would be denied substantial rights if denied the variation since the variation provides the applicant the same right shared by other businesses in the community; the right to have customers identify their businesses through reasonable signage. Further, it is consistent with rights granted to other car dealers in the C-5 District. The C-5 District allows up to two (2) wall signs per zoning lot and a maximum square footage not to exceed 25% of the facade.
- e. Not Merely Special Privilege. The granting of a variation to the applicant would not be a special privilege since the site use is for a permitted auto sales location in the C-5 Zoning District.
- f. Code and Plan Purposes. The variation would result in a use that would be in harmony with the general and specific purpose for which the Code was enacted since the Code allows businesses reasonable use of their property and the intent is to encourage business growth in the commercial areas of the Village.
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
  - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
  - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - 4) Would unduly increase the danger of flood or fire; or
  - 5) Would unduly tax public utilities and facilities in the area; or

**Report of the Zoning Board of Appeals, ZBA 16-08**

- 6) Would endanger the public health or safety.
- h. No Other Remedy. There is no other reasonable means available to the applicant by which the hardship can be avoided or remedied to a degree sufficient to allow a reasonable use of the property since the manufacturer has a requirement for uniform signage.

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM NUMBER OF PERMITTED WALL SIGNS PER VEHICLE MANUFACTURER FROM ONE (1) TO FOUR (4) FOR A BUILDING LOCATED IN A C-5, VEHICLE DEALER COMMERCIAL DISTRICT** be **APPROVED**.

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

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

**NAYS:** NONE

**ABSENT:** KRUMMICK, MOORE, SCHULTZ

Respectfully Submitted, June 22, 2016.

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Chair, Zoning Board of Appeals

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Secretary, Zoning Board of Appeals

## **Report of the Zoning Board of Appeals, ZBA 16-08**

### **EXHIBIT A**

#### Legal Description of the Property

That Part of Lots 8 and 13 Described as Follows: Commencing at the South West Corner of the North Half of Said Lot 8; Thence East Along the South Line of Said North Half of Lot 8, 600 Feet; Thence Northwesterly Parallel to the Westerly Line of Said Lots 8 and 13, 490 Feet; Thence West Parallel to the South Line of Lot 13, 600 Feet to the Center Line of Milwaukee Avenue; Thence Southerly Along the Center Line of Milwaukee Avenue, 490 Feet to the Plat of Beginning in Ernst Hecht Estate Subdivision (Except the Westerly 45 Feet Measured at Right Angles to the Center Line of Milwaukee Avenue), Being a Subdivision in Sections 20, 21, 22, 27, 28, and 29, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof, Recorded May 23, 1918, as Document 177862, in Book "K" of Plats, Pages 10 and 11 (Except that Part Conveyed to the Department of Transportation for Highway Purposes by Instrument Recorded March 15, 1984 as Document No. 2272105), in Lake County, Illinois.

**EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND ZONING BOARD OF APPEALS MEETING MINUTES**

**Draft May 16, 2016, Appearance Review Commission Meeting**

**ARC 16-24 North Shore Sign Co., Authorized Agent for William Napleton  
1010 S. Milwaukee Avenue**

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

Mr. Skip Spanjer, North Shore Sign, presented new signage for Napleton Ford at 1010 S. Milwaukee Avenue.

Mr. Spanjer stated that they are proposing to install two Napleton signs, two Ford badge signs, and one service sign. He stated that the building is set back quite a distance from Milwaukee Avenue so that they are proposing larger Napleton signs than existing. He stated that there is an existing Napleton sign with a Ford badge on the south façade, but that with the larger Napleton, they need to move the Ford badge to the south end of the west facade.

*Commissioner Chapin made a motion, seconded by Commissioner Tarello, to recommend the Zoning Board of Appeals approve the application for new signage at 1010 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

**Draft June 13, 2016, Zoning Board of Appeals Meeting Minutes**

**ZBA 16-08 Sedgley Partners, LLC, Applicant  
1010 S. Milwaukee Avenue**

**Request is for a variation to increase the maximum number of permitted wall signs per vehicle manufacturer from one (1) to four (4) for a building located in a C-5, Vehicle Dealer Commercial District.**

Mr. David Smith, Senior Planner, introduced the petitioner's sign variation request. He stated that the petitioner is requesting to increase the maximum number of permitted wall signs per vehicle manufacturer for a building located in a C-5, Vehicle Dealer Commercial District at 1010 S. Milwaukee Avenue. Mr. Smith stated that the subject property is the Napleton Ford vehicle dealer facility located at the southeast corner of Golf Road and Milwaukee Avenue on approximately 5.6 acres of land.

Mr. Smith stated that the petitioner is requesting approval for one (1) 84.5 square foot Napleton text wall sign on the front west facing building facade, two (2) oval Ford logo signs 21 square feet and 31 square feet in sign area on the front west facing building facade, and one (1) 97.5 square foot Napleton text wall sign on the south facing building facade. Mr. Smith stated that the Zoning Code allows one (1) wall sign per vehicle manufacturer plus one (1) accessory service wall sign and that

the variation requested is to increase the number of permitted business walls signs from one (1) to four (4) is required.

Mr. James Babowice, agent representing the petitioner, distributed photos of the subject site to the members of the Zoning Board of Appeals. He stated that the Napleton Ford facility is being facilitated.

Ms. Bridget Napleton, representing Napleton Ford, stated that the facility is currently being remodeled in accordance to the requirements of the Ford corporation. She stated that the remodeling and the proposed signage is subject to the Ford corporation's mandate.

Mr. Babowice stated that there are several dealerships in the Village with multiple signs on their property and that this proposal would not be setting a precedent.

Board Member Semmelman asked how the proposed sign sizes compare to what was there before. Mr. Babowice stated that one of the proposed Ford emblem ovals measures to 21 square feet which does not exceed the previous size, but that the other Ford emblem oval is 31 square feet and cannot be compared to the previous signage.

Board Member Flores asked why they needed the two Ford oval emblems. Ms. Napleton stated that they are subject to the corporate mandate which dictates what they must have in terms of signage.

Board Member Oakley inquired about the length of time that the subject site was owned or operated by Sessler Ford. Ms. Napleton stated that it may have been approximately 9 years before Napleton took it over.

Chairman Cotey stated that he has difficulty understanding what the hardship is that would justify the sign variation requested. Mr. Babowice stated that the manufacturer has mandated that certain updates to the Ford facilities are out of the control of the local dealers.

Mr. Joe Massarelli, owner/operator of Liberty Auto City located on East Park Avenue in Libertyville, stated that the manufacturers are pushing more now than before to control the auto dealer franchises and that the auto maker corporations do dictate through their mandates to the local dealers how to design their facilities including signage.

Chairman Cotey asked the petitioner what they would like the Zoning Board of Appeals to do tonight. Mr. Babowice stated that they would like for the Zoning Board of Appeals to give a positive recommendation to the Village Board for their variation request.

*In the matter of ZBA 16-08, Board Member Semmelman moved, seconded by Board Member Oakley, to recommend the Village Board of Trustees approve a variation to increase the maximum number of permitted wall signs per vehicle manufacturer from one (1) to four (4) for a building located in a C-5, Vehicle Dealer Commercial District, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** **REPORT OF THE PLAN COMMISSION (PC 16-16, Site Plan Permit)**  
Mass Properties, Applicant  
1000 E. Park Avenue

**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:** Liberty Auto City is proposing to construct a 13,700 square foot service building at their site at 1000 E. Park Avenue. The addition will service the Subaru franchise at the facility. The proposal meets the Zoning Code requirements, but approval of a Site Plan Permit by the Village Board of Trustees is necessary. The Plan Commission reviewed the request at their June 13, 2016, meeting and recommended approval, subject to the conditions in the attached report. A motion to recommend Village Board of Trustees approval passed with a vote of 4 - 0.

Four positive votes are required for approval.

**REPORT OF THE PLAN COMMISSION**

**REPORT ON:** PC 16-16, Mass Properties

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

Pursuant to the **APPLICATION** of **MASS PROPERTIES**, being the **OWNER** of real estate located at **1000 E. PARK AVENUE**, 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 BUILDING ADDITION FOR PROPERTY LOCATED IN AN I-3, GENERAL INDUSTRIAL 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 28, 2016**, and held on **JUNE 13, 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 applicant is requesting approval for a Site Plan Permit in order to construct a building addition for property located in an I-3, General Industrial District at 1000 E. Park Avenue. If approved, the applicant will construct a 13,700 square foot service area building addition to serve the Liberty Subaru vehicle dealership at Liberty Auto City.

When complete, the entire structure will be approximately 92,075 square feet. Total required number of parking spaces is 381. The site has 670 existing parking spaces.

**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 BUILDING ADDITION FOR PROPERTY LOCATED IN AN I-3, GENERAL INDUSTRIAL DISTRICT** be **APPROVED**, **SUBJECT TO THE FOLLOWING CONDITIONS:**

**AFTER CONSTRUCTION OF THE PROPOSED BUILDING COMPLIANCE WITH CONDITION NUMBER ELEVEN (11) IS REQUIRED PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT OF ANY KIND. PRIOR TO ISSUANCE OF A SITE DEVELOPMENT PERMIT OR A BUILDING PERMIT THE FOLLOWING IS REQUIRED:**

- 1. THAT A WATERSHED DEVELOPMENT PERMIT APPLICATION SHALL BE SUBMITTED.**
- 2. THAT NO ACTIVITY SHALL TAKE PLACE INSIDE THE FLOODWAY**

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

- LIMITATION WITHOUT SUBMITTING THE REQUIRED APPLICATION THROUGH IDNR/DOWR/LCSMC. APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE PLACED ALONG THE FLOODWAY LINE.**
- 3. THAT A PROJECT NARRATIVE SHOULD BE SUBMITTED.**
  - 4. THAT NO MATERIALS SHOULD BE STORED WITHIN THE FLOODPLAIN AREA EXCEPT THE PROPOSED BUILDING FOUNDATION.**
  - 5. THAT THE BUILDING PROTECTION SHOULD BE IN FULL COMPLIANCE WITH ARTICLE 7 – SECTION 706.02.**
  - 6. THAT A BENCHMARK LOCATION SHALL BE SHOWN AND SHALL BE BASED ON NAVD 88.**
  - 7. THAT THE PROPOSED COMPENSATORY STORAGE AREA SHALL COMPLY WITH ALL APPLICABLE FLOODPLAIN / FLOOD PROTECTION REQUIREMENTS.**
  - 8. THAT A CROSS-SECTION OF THE COMPENSATORY STORAGE AREA BE PROVIDED AND IT SHALL INDICATE THE EXISTING AND PROPOSED ELEVATION AND RETAINING WALL. TIMBER RETAINING WALL SHALL NOT BE PERMITTED.**
  - 9. THAT A CLOMR SHALL BE SUBMITTED TO FEMA AND LCSMC AFTER THE WATERSHED DEVELOPMENT PERMIT IS ISSUED.**
  - 10. THAT A LOMR SHALL BE SUBMITTED TO FEMA TO AMEND THE FLOODPLAIN LIMIT BOUNDARY.**
  - 11. THAT AN ELEVATION CERTIFICATE IS REQUIRED AFTER THE BUILDING IS CONSTRUCTED AND GRADING IS COMPLETE AND PRIOR TO OCCUPANCY.**
  - 12. THAT ALL EXISTING UNDERGROUND UTILITIES SHOULD BE RELOCATED OUTSIDE THE PROPOSED BUILDING FOUNDATION AND SHALL BE SHOWN ON THE CIVIL ENGINEERING PLANS.**
  - 13. THAT THE SANITARY SEWER FLOW CALCULATIONS SHOULD BE SUBMITTED; IF DETERMINED THAT THE SEWER DISCHARGE IS 1500 GALLON/DAY OR GREATER, A SANITARY SEWER PERMIT SHALL BE REQUIRED FROM THE IEPA.**
  - 14. THAT AN NPDES PERMIT IS REQUIRED FROM THE IEPA, AND SWPPP SHALL BE SUBMITTED.**
  - 15. THAT THE CONCRETE WASHOUT SHOULD BE LOCATED AWAY FROM ANY STORM SEWER INLETS AND SHALL BE SHOWN ON THE CIVIL ENGINEERING PLANS.**
  - 16. THAT INLET BASKETS ON ALL THE STORM INLETS SHALL BE PROVIDED AND LOCATIONS AND DETAILS SHOWN ON THE CIVIL ENGINEERING PLANS.**
  - 17. THAT THE STOCK PILE LOCATION AND CONSTRUCTION STAGING SHALL BE SHOWN ON THE CIVIL ENGINEERING PLANS.**
  - 18. THAT A PLAT OF EASEMENT SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO EXECUTION AND RECORDING.**
  - 19. THAT THE ENGINEERING COST ESTIMATE SHALL BE SUBMITTED.**

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

The vote of the Plan Commission recommending **APPROVAL** was 4 - 0, recorded as follows:

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

**NAYS:** NONE

**ABSENT:** MOORE, KRUMMICK, SCHULTZ

Respectfully Submitted, June 22, 2016.

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Vice Chair, Plan Commission

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Secretary, Plan Commission

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

### EXHIBIT A

#### Legal Description of the Property

Parcel. 1: All That Part of Section 22, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Commencing at the Point of Intersection of the Northerly Right of Way Line of State Route 176 (Park Avenue) With a Line 1394.1 Feet East of and Parallel With the Easterly Line of C. Frank Wrights Addition to the Village of Libertyville; Thence North 6 Degrees 30 Minutes East, Parallel With Said Easterly Line, 594 Feet; Thence South 79 Degrees 45 Minutes East, Parallel With Said Highway 175 Feet; Thence South 6 Degrees 30 Minutes West 594 Feet to Said Northerly Right of Way Line; Thence North 79 Degrees 45 Minutes West Along Said Northerly Right of Way Line 178 Feet to the Point of Beginning, and Also Tract of Land in Section 22, Township 44 North, Range 11 East of the Third Principal Meridian, Described as Starting at the Point of Intersection of the North Line of State Route 176 (Park Avenue) With a Line Hereinafter Described as the First Course Which is 1132.1 Feet East of and Parallel With the East Line of C. Frank Wrights Addition to Libertyville; Thence Running North 6 Degrees 30 Minutes East, Along the Said First Course 164 Feet to a Point of Curve; Thence Northeasterly, Along a Curved Line, Convex Westerly, Having a Radius of 704.28 Feet and Tangent to the First Course at the Last Described Point, a Long Chord Distance of 54.07 Feet to a Point of Tangency; Thence Northeasterly Along a Straight Line, Tangent to the Last Described Curve at the Last Described Point, a Distance of 75.0 Feet to a Point of Curve; Thence Northeasterly, Along a Curved Line, Convex Easterly, Having a Radius of 729.28 Feet and Tangent to the Last Described Line at the Last Described Point, a Long Chord Distance of 55.99 Feet to a Point Which is 10.0 Feet East of the First Course; Thence Northerly Along a Straight Line, Tangent to the Last Described Curved Line at the Last Described Point (Intended to be Parallel With the First Course) a Distance of 60.16 Feet to a Point of Curve; Thence Northwesterly Along a Curved Line Having a Radius of 729.26 Feet and Tangent to the Last Described Link at the Last Described Point, a Long Chord Distance of 55.99 Feet to a Point of Tangency; Thence Northerly Along a Straight Line, Tangent to the Last Described Curved Line at the Last Described Point, a Distance of 75.0 Feet to a Point of Curve; Thence Northerly Along A Curved Line, Convex Westerly, Having a Radius of 704.28 Feet, and Tangent to the Last Described Line at the Last Described Point a Long Chord Distance of 54.07 Feet to a Point of Tangency Situated on the First Course Produced Northerly; Thence South 79 Degrees 45 Minutes East, Along a Line Being Parallel With the Northerly Line of State Route 176 (Park Avenue), 262.0 Feet; Thence South 6 Degrees 30 Minutes West, Along a Line Being Parallel With Aforementioned First Course Produced Northerly, 594.0 Feet to a Point on the Northerly Line of State Route 176, Said Point Being 262.0 Feet; Thence South 79 Degrees 45 Minutes East of the Point of Beginning; Thence North 79 Degrees 45 Minutes West Along the Northerly Line of State Route 176, 262.0 Feet to the Point of Beginning, in Lake County, Illinois.

Parcel 2: All That Part of Sections 15 And 22 in Township 44 North, Range 11, East of the Third Principal Meridian Described as Follows: Commencing at the Point of Intersection of the Northerly Right of Way Line of State Route 176 (Park Avenue) With a Line 1132.1 Feet East of and Parallel With the Easterly Line of C. Frank Wrights Addition to the Village of Libertyville, This Line Also Being the East Corporation Limits of Said Village Of Libertyville, as Established on June 25, 1925, by Said Village and Recorded July 21, 1925, as Document 261726; Thence North 6 Degrees 30

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

Minutes East Parallel With Said Easterly Line 594 Feet to the True Point of Beginning of This Description; Thence Continuing North 6 Degrees 30 Minutes East 783.5 Feet to the Centerline of the Des Plaines River; Thence Southeasterly Along Said Centerline to a Point Being 1572.1 Feet Easterly of the Easterly Line of C. Frank Wrights Addition 967.0 Feet North of the Northerly Right of Way Line of State Route 176; Thence South 6 Degrees 30 Minutes West, 408.0 Feet to a Point Being 594 Feet Northerly of Said Northerly Right of Way Line; Thence North 79 Degrees 45 Minutes West, Parallel With Said Northerly Right of Way Line 440 Feet to the Point of Beginning (Except the Following Described Property in the Southeast Quarter of the Southwest Quarter of Section 15, Township 44 North, Range 11, East of The Third Principal Meridian Described as Follows: Commencing at the Intersection of the South Line of Said Section 15, With a Line Which is 1132.1 Feet Easterly of and Parallel to the Easterly Line of C. Frank Wrights Addition; Thence North 7 Degrees East, 500 Feet For a Point of Beginning; Thence Continuing Northerly along the Last Described Course to the Centerline of the Des Plaines River; Thence Easterly and Southerly Along the Centerline of the Des Plaines River to the South Line of Section 15; Thence Northwesterly 690 Feet, More or Less to the Point of Beginning), and Also (Excepting Therefrom That Portion Thereof Conveyed to the Village of Libertyville by Deed Recorded March 22, 1965, as Document 1257526 and That Portion, if Any, Lying East of the East Line of Premises Conveyed by Document 1257526), in Lake County, Illinois.

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

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

**ARC 16-22 Jon P. Wallenkamp, Authorized Agent for Mass Properties LLC  
1000 E. Park Avenue**

**Request is for approval of new building facades and lighting.**

Mr. Joe Massarelli, Liberty Auto City, and Mr. John Schmidbauer, Kueny Architects, presented new building facades and lighting for a building addition at 1000 E. Park Avenue.

Mr. Massarelli stated that they are adding service bays for the Subaru dealership. He stated that the building has been designed to meet Subaru's requirements. He stated that what is proposed matches the existing building well.

Chairman Robbins asked if there were any additional rooftop mechanical units proposed. Mr. Massarelli stated no.

Mr. Massarelli stated that the height of the building may come down, if approved by Subaru.

Commissioner Seneczko asked about the finish of the service door. Mr. Massarelli stated that it will be all glass with metal framing, similar to the existing service doors.

*Commissioner Chapin made a motion, seconded by Commissioner Tarello, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades and lighting at 1000 E. Park Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**Draft June 13, 2016, Plan Commission Meeting Minutes**

**PC 16-16 Joseph Massarelli, Mass Properties, Applicant  
1000 E. Park Avenue**

**Request is for a Site Plan Permit in order to construct a building addition for property located in an I-3, General Industrial District.**

Mr. David Smith, Senior Planner, introduced the petitioner's request for a Site Plan Permit. Mr. Smith stated that the applicant is requesting approval for a Site Plan Permit in order to construct a building addition for property located in an I-3, General Industrial District at 1000 E. Park Avenue. Mr. Smith stated that if approved, the applicant will construct a 13,700 square foot service area building addition to the existing facility in order to serve the Liberty Subaru vehicle dealership at Liberty Auto City. Mr. Smith stated that when complete the entire structure will be approximately 92,075 square feet.

Mr. Joe Massarelli, petitioner, stated that the building addition will provide up to 20 service stalls. He stated that a future phase will incorporate re-engineering the front portion of the property.

Mr. Rodrigo Gutierrez, architect for the petitioner, stated that the intent is to consolidate services into one area. He stated that the building addition is proposed to be constructed where an existing parking area is located so then additional storm water compensation should not be required.

Mr. Massarelli presented the Site Plan to the Plan Commission.

Mr. Gutierrez stated that the building addition facade colors represent the Subaru requirements.

Commissioner Schultz asked if the proposed scope of work will not increase the existing impervious surface. Mr. Gutierrez stated that the addition will not increase the lot coverage.

Vice Chairman Cotey asked the petitioner if they can comply with the Fire Department and Building Division Staff comments found in the DRC Staff report. Mr. Gutierrez stated that they can comply, but that there will be a slight increase in building height due to the compensation in response to the flood plain.

Vice Chairman Cotey asked the petitioner what they would like for the Plan Commission to do tonight. Mr. Massarelli asked that he would like for the Plan Commission to render a positive recommendation to the Village Board for their Site Plan Permit.

*In the matter of PC 16-16, Commissioner Semmelman moved, seconded by Commissioner Oakley, to recommend the Village Board of Trustees approve a Site Plan Permit in order to construct a building addition for property located in an I-3, General Industrial District, subject to the following conditions:*

*After construction of the proposed building compliance with condition number eleven (11) is required prior to issuance of an occupancy permit of any kind. Prior to issuance of a Site Development Permit or a Building Permit the following is required:*

- 1. That a Watershed Development Permit Application shall be submitted.*
- 2. That no activity shall take place inside the Floodway limitation without submitting the required application through IDNR/DOWR/LCSMC. Appropriate soil erosion and sediment control practices shall be placed along the floodway line.*
- 3. That a project narrative should be submitted.*
- 4. That no materials should be stored within the floodplain area except the proposed building foundation.*
- 5. That the building protection should be in full compliance with Article 7 – Section 706.02.*
- 6. That a Bench Mark location shall be shown and shall be based on NAVD 88.*
- 7. That the proposed compensatory storage area shall comply with all applicable Floodplain/ flood protection requirements.*
- 8. That a cross-section of the compensatory storage area be provided and it shall indicate the existing and proposed elevation and retaining wall. Timber retaining wall shall not be permitted.*
- 9. That a CLOMR shall be submitted to FEMA and LCSMC after the Watershed Development Permit is issued.*

10. *That a LOMR shall be submitted to FEMA to amend the floodplain limit boundary.*
11. *That an Elevation Certificate is required after the building is constructed and grading is complete and prior to occupancy.*
12. *That all existing underground utilities should be relocated outside the proposed building foundation and shall be shown on the civil engineering plans.*
13. *That the Sanitary sewer flow calculations should be submitted; if determined that the sewer discharge is 1500 gallon/day or greater, a sanitary sewer permit shall be required from the IEPA.*
14. *That an NPDES permit is required from the IEPA, and SWPPP shall be submitted.*
15. *That the concrete washout should be located away from any storm sewer inlets and shall be shown on the civil engineering plans.*
16. *That inlet baskets on all the storm inlets shall be provided and locations and details shown on the civil engineering plans.*
17. *That the stock pile location and construction staging shall be shown on the civil engineering plans.*
18. *That a Plat of Easement shall be submitted for review and approval prior to execution and recording.*
19. *That the Engineering cost estimate shall be submitted.*

*Motion carried 4 - 0.*

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** **REPORT OF THE PLAN COMMISSION (PC 16-17, Special Use Permit for Fitness Instruction)**  
Blue Sky Yoga, Applicant  
700 N. First Street

**Staff Recommendation to PC:** Approve Special Use 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 June 13, 2016, the Plan Commission heard a request for a Special Use Permit to allow Yoga Instruction at 700 N. First Street. The use is currently located at 117 E. Cook Avenue and proposes to relocate to the I-2, East Downtown Transitional District which requires a Special Use Permit for the use. Members of the Plan Commission reviewed the request and recommended approval, subject to providing appropriate parking and that outstanding issues at the site be addressed as listed in the attached report. A motion to recommend Village Board of Trustees approval passed with a vote of 4 - 0

Four positive votes are required for approval.

**REPORT OF THE PLAN COMMISSION**

**REPORT ON:** PC 16-17, Blue Sky Yoga

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

Pursuant to the **APPLICATION** of **BLUE SKY YOGA**, being the **LESSEE** of real estate located at **700 N. FIRST STREET**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A SPECIAL USE PERMIT FOR FITNESS INSTRUCTION IN ORDER TO OPERATE A YOGA INSTRUCTION STUDIO FOR PROPERTY LOCATED IN AN I-2, EAST DOWNTOWN TRANSITIONAL DISTRICT, CHAPTER 26, SECTION 7-3.3**, according to the provisions cited in the Libertyville Municipal code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **MAY 28, 2016**, and held on **JUNE 13, 2016**, at **7:05 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois.

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

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

***Background:***

The petitioner, Blue Sky Yoga, is seeking approval for a Special Use Permit for Fitness Instruction in order to operate a Yoga Instruction Studio for property located in an I-2, East Downtown Transitional District at 700 N. First Street. Currently located at 117 E. Cook Avenue, Blue Sky Yoga offers yoga classes with an average class size of 3 to 6 members and between 3 to 5 classes per day conducted by one instructor per class at a time.

The tenant space is approximately 1,350 square feet, but shares the building with two other occupants who are not currently permitted with occupancy permits. The applicant's floor plan identifies the two other spaces as "Landlord" storage and "Eye Lash Business". There is also a garage space on the east side of the building. The building foot print is approximately 7,214 square feet in area. There is a paved area along the west side of the building with the north side covered with a gravel drive. Access to the property is taken from the southwest corner of the property where Newberry Avenue meets First Street.

The required parking for the 1,350 square foot floor area for the proposed Blue Sky Yoga facility would be a minimum of 6 parking spaces, one of which would need to be a handicapped parking space. The paved area on the west side of the building may be able to accommodate the minimum parking requirement for Blue Sky, but the parking requirement for the two non-permitted occupations cannot be assessed until applications for occupancy are submitted and reviewed. The

## Report of the Plan Commission, PC 16-17

Plan Commission is supportive of the Blue Sky Yoga occupancy at 700 N. First Street provided that the parking lot striping on the paved portion of the lot is Code compliant relative to parking space and aisle dimension requirements.

The remainder of the building is required to have tenants that are permitted for occupancy and that prior to the issuance of occupancy, the gravel lot shall be improved in accordance to the current Code requirements for parking and storm water management.

### *Standards for Special Use Permits:*

- a. General Standards. No special use permit shall be recommended or granted pursuant to this Section 16-9 unless the applicant shall establish that:
  - 1) Code and Plan Purposes. The proposal is consistent with Code and Plan purposes.
  - 2) Adverse Impact. Blue Sky Yoga is a family-oriented business that will not have an adverse impact on surrounding properties.
  - 3) Interference with Surrounding Development. The studio is a part time business, open less than 25 hours a week, and has class sizes of only 5-6 people.
  - 4) Adequate Public Facilities. 700 N. First Street is centrally located and served by adequate public facilities.
  - 5) Traffic Congestion. Blue Sky Yoga has an average of 5-6 students per class and the hours of operation are less than 25 hours a week including weekends. Parking and traffic congestion will not be a problem as they have adequate parking in both the front and side of the building.
  - 6) Destruction of Significant Features. They are making no changes to the building and our surroundings.
  - 7) Compliance with Standards. Blue Sky Yoga will remain in compliance with the standards listed above while running the business at this location,
- c. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:
  - 1) Public Benefit. Blue Sky Yoga has been in business in downtown Libertyville for over three years and will continue to provide public benefit.
  - 2) Alternative Locations. There is no other location in mind that does not require issuance of a Special Use Permit.

**Report of the Plan Commission, PC 16-17**

- 3) *Mitigation of Adverse Impacts.* Their presence in this building will minimize any and all adverse impact as they are a yoga studio versus past businesses that were manufacturing and light industrial.

**WHEREFORE**, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A SPECIAL USE PERMIT FOR FITNESS INSTRUCTION IN ORDER TO OPERATE A YOGA INSTRUCTION STUDIO FOR PROPERTY LOCATED IN AN I-2, EAST DOWNTOWN TRANSITIONAL DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT A SITE PLAN SHOWING CODE COMPLIANT PARKING LOT STRIPING WITHIN THE EXISTING PAVED PORTION OF THE SITE BE SUBMITTED AND REVIEWED BY STAFF PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT TO THE APPLICANT BLUE SKY YOGA.**
2. **THAT THE ILLEGAL OCCUPANCIES FOR THE “LANDLORD STORAGE” AND THE “EYE LASH BUSINESS” OR ANY OTHER TENANTS IN THE BUILDING AT 700 NORTH FIRST STREET WITHOUT OCCUPANCY PERMITS SHALL VACATE THE PREMISES OR APPLICATION FOR OCCUPANCY PERMITS SHALL BE SUBMITTED PRIOR TO THE VILLAGE ISSUING AN OCCUPANCY PERMIT THE BLUE SKY YOGA.**
3. **THAT IN ORDER TO DEMONSTRATE THAT THE PROPOSED PROSPECTIVE TENANT BLUE SKY YOGA WILL NOT TRIGGER THE NEED TO INSTALL FIRE-SPRINKLERS IN THIS BUILDING, THE APPLICANT OR THE BUILDING OWNER IS REQUIRED TO DEMONSTRATE THAT THIS BUILDING’S USE CATEGORY OR BUILDING OCCUPANCY GROUP WILL NOT CHANGE FROM THE LAST APPROVED BUSINESS OCCUPANCY GROUP CATEGORY PRIOR TO AN ISSUANCE OF AN OCCUPANCY PERMIT TO THE APPLICANT BLUE SKY YOGA.**
4. **THAT A CURRENT DETAILED FLOOR PLAN ARCHITECTURALLY DRAWN TO SCALE OF THE ENTIRE BUILDING SHALL BE SUBMITTED FOR REVIEW PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT TO THE APPLICANT BLUE SKY YOGA.**
5. **THAT THE BUILDING AND ALL TENANT SPACES MEET THE BATHROOM AND EXIT REQUIREMENTS FOR THE OCCUPANT LOAD BY INCLUDING ALL BATHROOMS AND EXITS ON THE CURRENT FLOOR PLAN TO BE SUBMITTED.**
6. **THAT A PRE-OCCUPANCY WALK THROUGH OF THE BUILDING SHALL BE REQUIRED AND REQUESTED BY AND SCHEDULED WITH THE BUILDING OWNER IN ORDER TO DETERMINE IF ANY SUBSTANTIAL CHANGES WERE MADE SINCE THE LAST APPROVED WORK IN 1995 THAT MAY HAVE AFFECTED LIFE SAFETY, HANDICAPPED ACCESSIBILITY, STATE PLUMBING CODES PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT TO THE BLUE SKY YOGA.**

The vote of the Plan Commission recommending **APPROVAL** was 4 - 0, recorded as follows:

**Report of the Plan Commission, PC 16-17**

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

**NAYS:** NONE

**ABSENT:** MOORE, KRUMMICK, SCHULTZ

Respectfully Submitted, June 22, 2016.

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Vice Chair, Plan Commission

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Secretary, Plan Commission

**Report of the Plan Commission, PC 16-17**

**EXHIBIT A**

Legal Description of the Property

PARCEL 1:

THOSE PARTS OF LOTS 12 AND 13 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF FIRST STREET AS SHOWN BY A PLAT OF DEDICATION RECORDED IN BOOK "N" OF PLATS, PAGE 74, 170 FEET NORTH 3 DEGREES 31 MINUTES EAST FROM THE SOUTHERLY LINE OF SAID LOT 12 EXTENDED WESTERLY; THENCE SOUTH 87 DEGREES 3 MINUTES EAST, PARALLEL TO THE SOUTH LINE OF SAID LOT 12, 150 FEET; THENCE NORTH 3 DEGREES 31 MINUTES EAST, PARALLEL TO THE EAST LINE AND EAST LINE EXTENDED OF SAID PLAT OF DEDICATION 62.6 FEET TO THE SOUTHERLY LINE OF RAILROAD; THENCE NORTH WESTERLY ALONG SAID LINE OF RAILROAD 160.8 FEET; THENCE SOUTH 14 DEGREES 5 MINUTES WEST 41.9 FEET TO THE WEST LINE OF SAID LOT 12; THENCE SOUTH 7 1/2 DEGREES EAST ALONG SAID WEST LINE OF LOT 12, 55 FEET TO THE NORTH LINE EXTENDED EAST OF NEWBERRY AVENUE AS SHOWN BY THE PLAT OF NEWBERRY'S ADDITION IN BOOK "A" OF PLATS, PAGE 49; THENCE NORTH 87 DEGREES WEST 8.76 FEET TO THE EAST LINE OF FIRST STREET AS SHOWN BY SAID NEWBERRY'S ADDITION; THENCE SOUTH ALONG THE EAST LINE OF FIRST STREET 7 FEET; THENCE SOUTH 87 DEGREES EAST 10 FEET TO SAID EAST LINE OF DEDICATION; THENCE SOUTH 3 DEGREES 31 MINUTES WEST 25 FEET TO THE PLACE OF BEGINNING ALSO THAT PART OF SAID LOT 13 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP AND RANGE AFORESAID DESCRIBED AS BEGINNING ON THE NORTH LINE OF NEWBERRY AVENUE 35 FEET SOUTH 87 DEGREES EAST FROM THE SOUTH EAST CORNER OF LOT 20 IN BLOCK 2 OF NEWBERRY'S ADDITION AS SHOWN BY THE PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 49; THENCE NORTH 3 DEGREES EAST PARALLEL TO THE EAST LINE OF SAID LOT 20, 10 FEET; THENCE NORTH 14 DEGREES 5 MINUTES EAST 46.5 FEET TO THE EAST LINE OF SAID LOT 13; THENCE SOUTH 7 1/2 DEGREES EAST ALONG SAID EAST LINE OF LOT 13, 55 FEET TO THE NORTH LINE EXTENDED SOUTH 87 DEGREES EAST OF NEWBERRY'S AVENUE; THENCE NORTH 87 DEGREES WEST 23.76 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, BEING A PART OF LOT 12, IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF FIRST STREET, AS SHOWN BY PLAT OF DEDICATION, RECORDED IN BOOK "N" OF PLATS, PAGE 74, 170 FEET, NORTH 3 DEGREES 31 MINUTES EAST FROM THE SOUTHERLY LINE OF SAID LOT 12, EXTENDED WESTERLY; THENCE SOUTH 87 DEGREES 03 MINUTES EAST, PARALLEL TO THE SOUTH LINE OF SAID LOT 12, 150 FEET; THENCE NORTH 3 DEGREES 31 MINUTES EAST, PARALLEL TO THE EAST LINE AND EAST LINE

**Report of the Plan Commission, PC 16-17**

EXTENDED OF SAID POINT OF DEDICATION, 62.60 FEET TO THE SOUTHERLY LINE OF SAID RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; CONTINUING NORTH ON THE EXTENSION OF THE LAST MENTIONED LINE, 37.07 FEET, MORE OR LESS, TO A POINT 50 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES) THE CENTER LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ON A LINE CONCENTRIC TO SAID CENTER LINE, 149.30 FEET; THENCE SOUTHERLY 34.39 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND 160.80 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, 160.80 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

**EXCERPTS FROM PLAN COMMISSION MEETING MINUTES**

**Draft June 13, 2016, Plan Commission Meeting Minutes**

**PC 16-17      Angie Miller, Blue Sky Yoga, Applicant  
700 First Street**

**Request is for a Special Use Permit for Fitness Instruction in order to operate a Yoga Instruction Studio for property located in an I-2, East Downtown Transitional District.**

Mr. David Smith, Senior Planner, introduced the request for the Special Use Permit. He stated that the petitioner, Blue Sky Yoga, is seeking approval for a Special Use Permit for Fitness Instruction in order to operate a Yoga Instruction Studio for property located in an I-2, East Downtown Transitional District at 700 N. First Street. Mr. Smith stated that Blue Sky Yoga is currently located at 117 E. Cook Avenue and offers yoga classes with an average class size of 3 to 6 members and between 3 to 5 classes per day conducted by one instructor per class at a time.

Mr. Smith stated that the proposed new location at 700 N. First Street would share the building with two other occupants who are not currently permitted with occupancy permits. Mr. Smith stated that there is a paved area along the west side of the building with the north side covered with a gravel drive. He stated that the required parking for the proposed Blue Sky Yoga facility would be a minimum of 6 parking spaces, one of which would need to be a handicapped parking space.

Ms. Angie Miller, petitioner, stated that the location at 700 N. First Street is safer and quieter than where she is currently located on Cook Avenue. She stated that the new location would provide a parking lot. She stated that she will have small class sizes and that it will not adversely impact the surrounding land uses.

Ms. Melissa Burnett, 441 Appley Avenue, stated that this is a great community and that the Village should do everything they can to keep Blue Sky Yoga in the Village. She stated that the Village is lucky to have Blue Sky Yoga and Angie Miller.

Commissioner Semmelman stated that he supports the request as long as the Village is able to work out the existing issues with the building owner.

Commissioner Oakley stated that he supports the request for the Special Use Permit for Blue Sky Yoga.

Vice Chairman Cotey asked the petitioner what she would like the Plan Commission to do this evening. Ms. Miller stated that she would like the Plan Commission to render a positive recommendation to the Village Board for her request for a Special Use Permit.

*In the matter of PC 16-17, Commissioner Semmelman moved, seconded by Commissioner Flores, to recommend the Village Board of Trustees approve a Special Use Permit for Fitness Instruction in order to operate a Yoga Instruction Studio for property located in an I-2, East Downtown Transitional District, subject to the following conditions:*

1. *That a Site Plan showing code compliant parking lot striping within the existing paved portion of the site be submitted and reviewed by Staff prior to issuance of an Occupancy Permit to the applicant Blue Sky Yoga.*
2. *That the illegal occupancies for the “landlord storage” and the “Eye Lash Business” or any other tenants in the building at 700 North First Street without occupancy permits shall vacate the premises or application for Occupancy Permits shall be submitted prior to the Village issuing an Occupancy Permit the Blue Sky Yoga.*
3. *That in order to demonstrate that the proposed prospective tenant Blue Sky Yoga will not trigger the need to install fire-sprinklers in this building, the applicant or the building owner is required to demonstrate that this building’s use category or building occupancy group will not change from the last approved Business Occupancy Group category prior to an issuance of an Occupancy Permit to the applicant Blue Sky Yoga.*
4. *That a current detailed floor plan architecturally drawn to scale of the entire building shall be submitted for review prior to the issuance of an Occupancy Permit to the applicant Blue Sky Yoga.*
5. *That the building and all tenant spaces meet the bathroom and exit requirements for the occupant load by including all bathrooms and exits on the current floor plan to be submitted.*
6. *That a pre-occupancy walk through of the building shall be required and requested by and scheduled with the building owner in order to determine if any substantial changes were made since the last approved work in 1995 that may have affected life safety, handicapped accessibility, state plumbing codes prior to the issuance of an Occupancy Permit to the Blue Sky Yoga.*

*Motion carried 4 - 0.*

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** Ordinance: Amend Text of the Libertyville Zoning Code Regarding Parking Requirements in the C-1 District – Village of Libertyville, Applicant

**Staff Recommendation:** Approve ordinance.

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

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**Background:** The attached ordinance would amend Section 10-1.2.d of the Libertyville Zoning Code relating to parking requirements in the C-1 District. The Village Board approved this request at their June 14, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their June 28, 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 AMENDING SECTION 10-1.2  
OF THE LIBERTYVILLE ZONING CODE  
RELATING TO PARKING REQUIREMENTS

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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 AMENDING SECTION 10-1.2  
OF THE LIBERTYVILLE ZONING CODE  
RELATING TO PARKING REQUIREMENTS

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered amending the Libertyville Zoning Code relating to the parking requirements in the C-1, Downtown Core Commercial District; and

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

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on May 7, 2016, in the *Daily Herald*, held a public hearing on May 23, 2016, at 7:05 p.m., 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 23, 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 proposed text amendment be approved, all as is more specifically set forth in that certain Report of the Plan Commission on Case No. PC 16-15, dated as of June 8, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered 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: Determination as to Findings. The Village Board finds the following:

- 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.

- 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.

**SECTION THREE: Amendment of Article 10.** Article 10-1.2, entitled “Required Spaces” of the Libertyville Zoning Code shall be, and it hereby is, amended pursuant to Section 16-14 of the Libertyville Zoning Code, as follows:

**10-1.2 Required Spaces.**

- 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.

SECTION FOUR: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner 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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

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

**Staff Recommendation:** Approve ordinance.

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

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**Background:** The attached ordinance would approve an Amendment to the Planned Development Final Plan in order to construct an access drive at the south end of their property to accommodate the parking lot addition along the west side of the Aldridge Electric property. The Village Board approved this request at their June 14, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their June 28, 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 AMENDING THE  
PLANNED DEVELOPMENT FINAL PLAN  
AT 851-937 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

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

AN ORDINANCE AMENDING THE  
PLANNED DEVELOPMENT FINAL PLAN  
AT 851-937 E. PARK AVENUE

WHEREAS, Bridge Point 94, LLC (the “Owner”) is the owner of certain real property commonly known as 851-937 E. Park Avenue, in the Village of Libertyville, 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 part of the Bridge Point of Libertyville Planned Development; and

WHEREAS, by Libertyville Ordinance No. 14-O-37, dated June 10, 2014, the Village of Libertyville approved a Planned Development Final Plan for Bridge Point of Libertyville, subject to certain conditions and limitations set forth therein and amended from time to time (the “Final Plan”); and

WHEREAS, the Subject Property is to be developed in strict compliance with the Final Plan and that certain Agreement Relating to the Development of Bridge Point of Libertyville, dated as of July 10, 2014, and recorded in the Office of the Lake County Recorder of Deeds on August 14, 2014, as Document Number 7123462 (the “Development Agreement”); and

WHEREAS, the Owner has applied for an amendment to the Final Plan in order to construct an access drive at the south end of the property intended to accommodate the parking lot additional along the west side of the Aldridge Electric property on the Subject Property, which change is defined as a major adjustment to the Final Plan by Section 16-13 of the Libertyville Zoning Code; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the aforementioned application 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 as to Adjustment to Final Plan. The President and Board of Trustees of the Village of Libertyville do hereby find and determine that the major adjustment to the Final Plan is in substantial conformance with the Final Plan and that the Final Plan, as so adjusted, will achieve the purposes for which planned developments may be approved pursuant to Section 16-13.1 of the Libertyville Zoning Code; will not violate the general purposes, goals and objectives of the Libertyville Zoning Code and the Official Comprehensive Plan; and will result in a development providing compensating amenities to the Village.

SECTION THREE: Final Plan Amendment and Conditions. Pursuant to Section 16-13 of the Libertyville Zoning Code, the Final Plan shall be, and it hereby is, amended in order to construct an access drive at the south end of the property intended to accommodate the parking lot additional along the west side of the Aldridge Electric property; provided, however, that the major adjustment to the Final Plan shall be, and it hereby is, expressly made subject to the following conditions and limitations:

- (a) The approval of the requested major adjustment to the Final Plan shall not authorize the extension of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing, and processing of applications for any permits or approvals that may be required by the codes and ordinances of the Village and by the Development Agreement for the Subject Property.

- (b) Subject to an extension of time granted by the Village Administrator pursuant to Section 15-1.12 of the Libertyville Zoning Code, the amendment to the Final Plan hereby granted shall not be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Certificate of Occupancy is issued and the use commenced within that period.
- (c) The Subject Property shall be developed, used and maintained only in the strict accordance with all of the terms, requirements and obligations set forth in the Development Agreement, as the same may be amended from time to time.
- (d) The Subject Property shall comply with all other ordinances, rules, and regulations of the Village and the requirements of the Village thereunder.

SECTION FOUR: Compliance. The failure or refusal of the Owner or its successors or assigns at any time in the future to comply with the terms of this ordinance shall subject the Owner or such successors or assigns to the penalties set forth in the Libertyville Zoning Code and to termination of the amendment to the Final Plan after notice and public hearing as may be required by state statute or the Libertyville Zoning Code, and to any other penalties or legal action that may be authorized by law.

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

SECTION SIX: Effect Upon Prior Ordinance. Except as otherwise modified or provided for by this ordinance, Libertyville Ordinance No. 14-O-37 shall remain in full force and effect with respect to the Subject Property.

SECTION SEVEN: 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:

The West 200 Feet (as Measured Along the Southerly Line of State Route No. 176) of the East 500 Feet (as Measured Along the Southerly Line of State Route No. 176) of That Part of Section 22, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Beginning at the Southeast Corner of C. Frank Wright's Addition to Libertyville; Thence Northerly Along the East Line of Said C. Frank Wright's Addition, 213 Feet, More or Less, to the Southerly Line of Said State Route No. 176; Thence Easterly Along the Southerly Line of Said State Route No. 176, 1135.0 Feet, More or Less, to the Easterly Village Limits of Libertyville as of December 15, 1930; Thence Southerly Along the Line of Said Corporate Limits, 150 Feet, More or Less, to a Point Which is South 83 Degrees 45 Minutes East, 1132.10 Feet From the Southeast Corner of C. Frank Wright's Addition; Thence North 83 Degrees 45 Minutes West, 1132.1 Feet to the Point of Beginning (Except the West 74.12 Feet Thereof as Measured Along the Southerly Line of State Route No. 176), in Lake County, Illinois.

#### Parcel 2:

Lot 1 (Except the North 20 Feet Thereof), 92 Through 105, Both Inclusive, and 179 Through 183, Both Inclusive, (Except the South 50 Feet of Lot 182), Together With That Part of Vacated Sunnyside Avenue Lying East of the West Line of Lot 93 Produced North, That Part of Vacated Meadow Lane Lying East of the West Line of Lot 104 Produced South, That Part of Vacated Seventh Street Lying North of the South 50 Feet of Lot 182 (Except the North 20 Feet of the East Half Thereof Lying West of the North 20 Feet of Lot 1), the Vacated East and West Alley Lying Between Lots 93, 94, 103 and 104, and the Vacated East and West Alley Lying South of Lots 174 Through 181 and Lot 183, all in Sunnyside Park, a Subdivision of Part of the Northeast Quarter of Section 21 and the Northwest Quarter of Section 22, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded August 7, 1923 as Document 227922, in Book "L" of Plats, Page 108, in Lake County, Illinois.

#### Parcel 3:

Easement for Ingress and Egress for the Benefit of Parcels 1, 2 and 4 Over That Part of the Northeast Quarter of Section 22, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows, to-Wit: Beginning at a Point in the Northerly Line of the Chicago North Shore and Milwaukee Railway Right-of-Way Distant 737.21 Feet Easterly From the Southeasterly Corner of C. Frank Wright's Addition to Libertyville; Thence Southerly at Right Angles to the Said Northerly Right-of-Way Line, 70 Feet to the Southerly Line of the Right-of-Way of the Railway Aforesaid; Thence Easterly Along the Said Southerly Line, 30 Feet; Thence Northerly at Right Angles to the Said Southerly Line, 70 Feet to the Aforesaid Northerly Right-of-Way; Thence Westerly Along the Said Northerly Line, 30 Feet to the Point of Beginning, as Created by the Agreement Dated April 7, 1964 and Recorded April 20, 1964 as Document 1222765, in Lake County, Illinois.

#### Parcel 4:

That Part of Section 22, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Beginning at the Intersection of the Southerly Line of the Former Chicago and

Milwaukee Electric Railroad Company's Right-of-Way With the Easterly Line of Sunnyside Park Subdivision, Being a Subdivision of Part of the Northeast Quarter of Section 21 and the Northwest Quarter of Section 22 According to the Plat Thereof Recorded August 7, 1923 as Document Number 227922 In Lake County, Illinois; Thence Southeasterly Along Said Southerly Railroad Right-of-Way to the Centerline of the Des Plaines River; Thence Southwesterly Along Said River Centerline to a Line 140 Feet Northerly of and Parallel With the South Line of Lot A in Copeland Manor North, Being a Subdivision of Part of Said Sections 21 and 22 According to the Plat Thereof Recorded January 6, 1926 as Document Number 271824 in Said County; Thence Northwesterly Along Said Parallel Line to the Northwest Corner of Premises Described in Document 687148; Thence Southwesterly Along the Westerly Line of Premises Described in Document 687148 to the South Line of Lot A; Thence Northwesterly Along the South Line of Said Lot A to the West Corner of Premises Described in Document 649149; Thence Northeasterly Along the East Line of Premises Described in Document 649149 to the Northeast Corner of Said Premises Described in Said Document 649149; Thence Northwesterly Measured on a Line 140 Feet North of and Parallel With the South Line of Said Lot A, a Distance of 285 Feet to the Northwest Corner of Premises Described in Document 649145; Thence Southwesterly Along the Westerly Line of Premises Described in Document 649145 to the South Line of Said Lot A; Thence Northwesterly Along the South Line of Said Lot A to the Southeast Corner of Premises Described in Document 649144; Thence Northeasterly Along the Easterly Line of Premises Described in Document 649144 to the Northeast Corner of Said Premises Described in Said Document 649144; Thence Northwesterly Measured on a Line 140 Feet North of and Parallel With the South Line of Said Lot A to a Line 140 Feet Easterly of and Parallel With the Westerly Line of Said Lot A; Thence Northeasterly Along Said Parallel Line to a Line 121 Feet Southerly of and Parallel With the Southerly Line of Said Sunnyside Park Subdivision; Thence Northwesterly Along Said Parallel Line to the Easterly Right-of-Way Line of Seventh Avenue; Thence Northeasterly Along Said Easterly Right-of-Way Line to Said Southerly Line of Sunnyside Park Subdivision; Thence Southeasterly Along Said Southerly Line to the Southeast Corner of Said Subdivision; Thence Northeasterly Along the Easterly Line of Said Subdivision to the Northeast Corner Thereof, Also Being Said Point of Beginning, Excepting Therefrom the Northerly 20 Feet of the Westerly 829.25 Feet (as Measured Along the Easterly Extension of the Southerly Line of Said Sunnyside Park Subdivision) Thereof, Said Exception Abutting Said Southerly Railroad Right-of-Way Line and Also Excepting Therefrom That Part Lying East and South of the Following Described Lines: Commencing at the Intersection of the Southerly Line of the Former Chicago and Milwaukee Electric Railroad Company's Right-of-Way With the Easterly Line of Sunnyside Park Subdivision, Being A Subdivision of Part of the Northeast Quarter of Section 21 and the Northwest Quarter of Section 22 According to the Plat Thereof Recorded August 7, 1923 as Document Number 227922; Thence South 83 Degrees 07 Minutes 23 Seconds East Along Said Southerly Right-of-Way Line, 802.00 Feet to the Point of Beginning; Thence South 06Degrees 55 Minutes 19 Seconds West, 922.90 Feet; Thence North 82 Degrees 53 Minutes 38 Seconds West, 801.07 Feet; Thence South 06 Degrees 51 Minutes 49 Seconds West, 47.38 Feet; Thence North 82 Degrees 40 Minutes 00 Seconds West, 65.53 Feet to the Point of Termination, all In Lake County, Illinois.

Parcel 6:

Easement for Ingress and Egress of Parcels 1, 2 and 4 for Ingress and Egress as Created by Grant of Easement Recorded January 21, 2005 as Document 5721725.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** June 28, 2016

**Agenda Item:** Ordinance: Grant Approval of a Site Plan Permit (PC 16-13) at 844 E. Rockland Road – DPR Investments, LLC, 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 Site Plan Permit for a parking lot expansion at Aldridge Electric at 844 E. Rockland Road. The Village Board approved this request at their June 14, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their June 28, 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 SITE PLAN PERMIT  
AT 844 E. ROCKLAND ROAD

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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 SITE PLAN PERMIT  
AT 844 E. ROCKLAND ROAD

WHEREAS, DPR Investments, LLC (the “Owner”), is the owner of certain real property commonly known as 844 E. Rockland Road 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 O-2, Office, Manufacturing and Distribution Park District under the Libertyville Zoning Code; and

WHEREAS, pursuant to Section 16-10 of the Libertyville Zoning Code, issuance of a Site Plan Permit by the Libertyville Board of Trustees is required for developments with a gross area of ten (10) acres or more; and

WHEREAS, the Owner submitted plans and specifications as required by Section 16-10 of the Libertyville Zoning Code for a Site Plan Permit in order to construct a parking lot expansion to include the addition of 52 parking spaces on the west side of the building on the Subject Property, which plans and specifications have been filed with the Village Clerk and shall be by this reference incorporated herein as Exhibit B (the “Site Plan”); and

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

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on May 7, 2016, in the *Daily Herald*, held a public meeting on May 23, 2016, at 7:05 p.m., at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested Site Plan; and

WHEREAS, on May 23, 2016, the Plan Commission, having fully heard and considered the testimony of all those present at the public meeting 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 a Site Plan Permit be granted in conformance with the Site Plan, subject to certain conditions and limitations, all as is more specifically set forth in that certain Report of the Plan Commission on Case No. 16-13, dated as of June 8, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Site Plan 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. 16-13, dated as of June 8, 2016, shall be, and they hereby are, accepted and adopted by the President and Board of Trustees of the Village of Libertyville.

SECTION THREE: Site Plan Approval and Conditions. A Site Plan Permit shall be, and it hereby is, granted to the Owner pursuant to Section 16-10 of the Libertyville Zoning Code for the development of the Subject Property in conformity with the Site Plan except as otherwise provided in this ordinance; provided, however, that the issuance of the Site Plan Permit shall be, and it hereby is, expressly made subject to the following conditions and limitations:

- (a) The Site Plan Permit shall not authorize the extension of any use nor the development or construction of improvements, but shall merely authorize the preparation, filing and processing of applications for any permits or approvals that may be required by the codes and ordinances of the Village.
- (b) The Subject Property shall comply with all other ordinances, rules and regulations of the Village and the requirements of the Village thereunder.
- (c) 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.
- (d) 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.

SECTION FOUR: 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 such successors or assigns to the penalties set forth in the Libertyville Zoning Code and to termination of the Site Plan Permit and approval of the Site Plan after notice and public hearing as may be required by state statute or the Libertyville Zoning Code, and to any other penalties or legal action that may be authorized by law.

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; provided, however, that this ordinance shall be of no force or effect unless and until the Owner shall have paid all fees and charges owing to the Village and arising from this approval.

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

AYES:

NAYS:

ABSENT:

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

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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: 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 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.

**EXHIBIT B**

Site Plan Permit



## VILLAGE BOARD AGENDA SUPPLEMENT

|                              |  |
|------------------------------|--|
| <b>Meeting Date:</b>         | June 28, 2016  |
| <b>Agenda Item:</b>          | Ordinance amending Chapter 25 of the Village Municipal Code, Section 25-105 Grease, Oil and Sand Traps |
| <b>Staff Recommendation:</b> | Approve Ordinance Amendment  |
| <b>Staff Contact:</b>        | Paul Kendzior, P.E., C.F.M., Director of Public Works  |

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**Background:** There is a need to once again amend Chapter 25 of the Village Municipal Code, Section 25-105 Grease, Oil and Sand Traps. This recommendation amends the current Ordinance to further define an inspection program and compliance procedures for any determined violations. This will include an annual inspection, and in the event that a violation is found, an Inspection Report will be issued listing the violations. Immediate action will be required to correct any violations that threaten the health, welfare and safety of the public. For all other violations, a compliance schedule will be developed and monitored through follow-up inspections and correspondence. If the commercial food establishment owner does not fix the violations within the specified time period, closure proceedings can commence. The proposed Ordinance Amendment will apply to the owners of commercial food establishments and not the building (property) owner.

This proposed Ordinance Amendment has been discussed in great detail with Staff from the Public Works and Community Development Departments and has been determined to be necessary to ensure that no grease buildup occurs in the receiving Village sanitary sewer lines. This proposed Ordinance was also discussed at the June 14, 2016 Water & Sewer Committee meeting and recommended for approval by the Committee.

The Water & Sewer Committee and Administrative Staff recommend that the attached Ordinance be approved by the Village Board. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE  
ORDINANCE NO. 16-O-

AN ORDINANCE AMENDING CHAPTER 25  
OF THE LIBERTYVILLE MUNICIPAL CODE REGULATING  
WATER, SEWERS AND SEWAGE DISPOSAL

WHEREAS, Chapter 25 of the Libertyville Municipal Code contains sections establishing regulations for disposal of fats, oils and greases;

WHEREAS, in order to promote proper disposal of fats, oils and greases to aid in preventing sanitary sewer blockages, it is necessary for the Village of Libertyville to adopt an Ordinance amending Chapter 25;

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: Amendments to Chapter 25, Section 25-105 Grease, Oil and Sand Traps. Add the following text to the end of Chapter 25, Section 25-105 of the Municipal Code:

- (6) Grease, oil and sand interceptors or traps that service commercial food preparation establishments shall be inspected by Village staff for evidence of excessive accumulations of fats, oils and grease as part of an annual trap inspection program or a special inspection in response to an indentified concern of grease buildup in the Village's receiving sanitary sewer line.
- (7) In the event that a code violation is found with a particular grease, oil and sand interceptor or trap for a commercial food preparation establishment, the Plumbing Inspector, or designee, shall immediately pursue compliance in accordance with the Village's property maintenance code, policies, protocols and ordinances:
  - a) Prepare and issue to the owner of the commercial food preparation establishment (owner) an Inspection Report listing the violations(s) along with the standard Fats, Oils& Grease (FOG) Program violation letter.
  - b) Request immediate action of the owner to correct the listed violation(s) that threaten the safety, health and welfare of the public.
  - c) For any violation(s) that threaten the immediate safety, health and welfare of the

public, the commercial food preparation establishment is subject to being closed until said violation(s) are corrected.

- d) For violation(s) that do not pose an immediate threat to the safety, health and welfare of the public, the Village will request a compliance schedule to correct these violation(s). The compliance schedule must be provided by the owner within one week's time from the issuance of the Inspection Report and include all anticipated dates for submission of permit application, permit review, permit issuance, start work and complete work to correct the violation(s). All violation(s) will need to be corrected within ninety calendar days after the issuance of the Inspection Report. The compliance schedule must also be approved by the Village.
  - e) The owner must also provide copies of all service records for the grease, oil and sand interceptors or traps for the past year within ten days after the issuance of the Inspection Report.
- (8) If the owner fails to provide the compliance schedule within one week of the issuance of the Inspection Report, the Director of Public Works, or designee, will send the owner a follow-up FOG Program violation letter and request the compliance schedule within one week from the issuance of said follow-up violation letter.
- (9) If the owner is non-responsive to the initial and follow-up violations letters, the Building Commissioner will issue a Code Violation Notice (Notice), which will be served to the owner via certified mail and again request the compliance schedule within one week from the issuance of the Notice.
- a) Bi-weekly inspections on a as-needed basis will then be conducted by the Plumbing Inspector to ensure compliance to correct the violation(s).
  - b) If compliance is not met by the owner, proceedings to immediately close the commercial food preparation establishment will be pursued with the Village Administrator until such time the violation(s) are corrected by the owner.

Section Three. That is any section, paragraph, clause, phrase or part of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of the Ordinance, and the application of these provisions to any persons or circumstances shall not be affected thereby.

Section Four. That all Ordinances or parts of Ordinances in conflict with the provisions of this

Ordinance are hereby repealed insofar as the conflict herewith.

Section Five. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

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

AYES:

NAYS:

ABSENT:

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

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Terry Weppler,  
Village President

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Sally Kowal,  
Village Clerk

**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 28, 2016

**Agenda Item:** Award Bid for Riverside Pool Gutter Replacement and Painting

**Staff Recommendation:** Award Contract to Chicagoland Construction and Authorize Execution

**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:** In the 2011-2012 Fiscal Year Village Staff worked with Engineered Building Solutions, LLC to perform an equipment maintenance audit for the Riverside Pool. One of the items identified in need of replacement was the pool perimeter circulation gutter system. Village Staff then retained the services of Williams Aquatics to develop plans and specifications for the replacement of this system. In anticipation of this, \$145,000.00 was budgeted in the Park Improvement Fund to complete this work. Village staff received 2 bids for this work on June 16, 2016:

- Chicagoland Construction \$ 79,618.00
- Shaefges Brothers, Inc. \$121,900.00

Chicagoland Construction was the lowest responsible bidder. Staff has received very positive references for this contractor. In addition, Williams Aquatics was also consulted and gave a very positive reference for this contractor.

Williams Aquatics, Village Staff and Chicagoland Construction have carefully reviewed the work site and don't anticipate encountering any larger issues that may take place during the existing gutter system removal. However, the pool is over 40 years old and until the existing gutters are removed we won't know for certain if any further issues will be encountered that will either need repair or replacement. Therefore, Staff is requesting that an additional \$8,000.00 be approved as a contingency for any additional work that may be necessary as a result of unforeseen circumstances.

It is anticipated the work will be conducted after the pool closes in late August in order to have the work completed before the winter weather sets in and in anticipation of the spring 2017 pool season beginning. Administrative Staff recommends awarding the contract to Chicagoland Construction in the amount of \$87,618.00, which includes an \$8,000.00 contingency for any additional work that would result from unforeseen circumstances.

Four positive votes are required for approval.

**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:

**VILLAGE OF LIBERTYVILLE**  
**RIVERSIDE POOL GUTTER REPLACEMENT & POOL PAINTING 2016-17**

BIDS SHALL BE SUBMITTED ON OR BEFORE 10:00 a.m. local time June 6, 2016:

Village of Libertyville  
Department of Public Works  
200 East Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: Paul Kendzior, P.E., C.F.M., Director of Public Works

**Sealed bids will be publicly opened on June 6, 2016 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 & Grounds 847-918-2076.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Price Proposal 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 Price Proposal 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 10th day of May, 2016

Village of Libertyville

By: /s/ Paul Kendzior, Director of Public Works

- Exhibit A: Certificate of Insurance
- Exhibit B: Bid Bond
- Exhibit C: Labor & Materials Bond
- Exhibit D: Performance Bond
- Exhibit E: Plans and Specifications
- Exhibit F: Price Proposal Form
- Exhibit G: Sub-Contractors & Suppliers Form

**VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR THE  
RIVERSIDE POOL GUTTER REPLACEMENT & POOL PAINTING 2016-17**

Full Name of Bidder ChicagoLand Construction, Inc.  
Principal Office Address 1050 Republic Drive, Addison, IL 60101  
Local Office Address 1050 Republic Drive, Addison, IL 60101  
Contact Person Ronald Niederer Telephone 331-225-2142

TO: Village of Libertyville ("Owner")  
118 West Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: Paul Kendzior,  
P.E., C.F.M., 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; The Village of Libertyville will obtain a State of Illinois Department of Public Health (IDPH) permit for this project. A Village of Libertyville construction permit must be obtained by the contractor performing the work.
  3. Pre-Qualification. Procure and furnish to the Village of Libertyville a copy of the IDPH certificate of pre-qualification status for swimming pool construction with submitted bid.
  4. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
  5. Taxes. Pay all applicable federal, state and local taxes.
  6. Miscellaneous. Do all other things required of Bidder by this Contract.

7. 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 of this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal and Commencement Date

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 90 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. Work is to be started as soon as possible after 8-22-16 and completed by 10-1-16.

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 in Price Proposal 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 & Grounds or in his/her absence the Superintendent of Parks, Forestry & Grounds 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:

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 Bidders certified transcript of payroll proving prevailing wages were paid, 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 90 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 total Bidders price proposal 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 Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. 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. Not less than the rate of wages for Lake County and as required by the Village of Libertyville or the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work for the duration of this contract. A copy of the Village's Prevailing Wage Ordinance and Lake County Wage Rates are available upon request. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

#### 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 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.

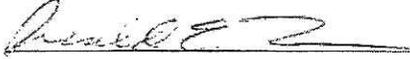
**Bidder Status**

Corporation  State: Illinois

Partnership  State: \_\_\_\_\_

Individual Proprietorship: \_\_\_\_\_

Signature/Bidders Name:



Doing Business as (if different):

Printed Name:

Ronald Niederer

Title/Position

President

Bidders Business Address:

1050 Republic Drive, Addison, IL 60101

Telephone 331-225-2142 Fax \_\_\_\_\_

N/A

If a Corporation or Partnership, list all officers and partners:

| Name            | Title     | Address                                  |
|-----------------|-----------|--|
| Ronald Niederer | President | 1050 Republic Drive<br>Addison, IL 60101 |
|                 |           |  |
|                 |           |  |

**PRICE PROPOSAL FORM- EXHIBIT F**

BID TO:  
Village of Libertyville  
Department of Public Works  
118 West Cook Avenue  
Libertyville, Illinois 60048-2090

A. WE (NAME) Ch. Campbell Construction as Contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of Owner, hereby propose to perform all work required for a complete and operable project. We will provide all labor, tools, materials, equipment, transportation, utilities, permits and services necessary to complete the project in a workmanlike manner. Base Bid work covers all work required for the VOL RS Pool Gutter Replacement and Pool Painting 2016-17. We have based our bid for Swimming Pool Repair Work on a lump sum price in accordance with plans, specifications and description of work prepared by Williams Aquatics (a division of William Architects).

Base Bid:

Lump Sum Seventy Nine Thousand Six Hundred Eighteen DOLLARS (\$ 79,618.<sup>00</sup>)

B. Allowances: The Contractor shall include a **One Thousand Dollars (\$1000.00)** for concrete testing allowance to be used at the Owner's discretion. Any unused allowances will be returned to the Owner.

C. Unit Prices: Should additional work of the following categories be required, adjustments will be made to the contract sum at the following unit prices which shall include all expenses, including overhead and profit. Failure to list unit prices may result in entire bid being rejected:

|   |                                  |
|---|----------------------------------|
| Any demolition of additional existing deck areas, including existing sub-base | \$ <u>150.<sup>00</sup></u> S.F. |
| Additional concrete deck replacement  | \$ <u>200.<sup>00</sup></u> S.F. |
| Stone: CA-6 Sub-Base Material from off-site sources, including Compaction     | \$ <u>250.<sup>00</sup></u> C.Y. |
| Excavation of unsuitable materials Hauled off site (air volume of Excavation) | \$ <u>375.<sup>00</sup></u> C.Y. |

Description of Unit Cost/Price Abbreviations:

S.F. = Square Foot

E.A. = Each

C.Y. = Cubic Yard

D. Submit this bid in entirety with this package including the herewith enclosed documents:

1. Sub-Contractors and Suppliers Sheet.
2. Bidder's References.

In signing and submitting this bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Bid Documents.

E. Attach this bid form to any specific qualifications and clarifications, as it pertains to the scope of work.

- F. Time of Completion: Award of this contract is anticipated to be on or before June 28, 2016. If awarded the Contract, the Bidder agrees to substantial complete all work on or before Saturday, September 10, 2016 and 100% complete for the Owner's complete occupancy on or before Saturday, October 1, 2016.
- G. The space to the right of the desired completion schedule has been left blank for insertion of Contractor's own completion schedule date if he feels that the desired date as stated in the specification cannot be met.

| REQUIRED COMPLETION              | CONTRACTOR'S COMPLETION   |
|----------------------------------|---------------------------|
| September 10, 2016 (substantial) | <u>September 10, 2016</u> |
| October 1, 2016 (100% complete)  | <u>October 1, 2016</u>    |

DATED 6/6/16

FIRM NAME Chicago and Construction, Inc.

OFFICIAL ADDRESS 1050 Republic Drive

Addison, IL 60101

By:   
(Signature)

Ronald Niederer - President  
(Typed or printed name and title)

Telephone 331-225-2142

Where the Bidder is a corporation, add:

Attest  (SEAL)  
(Secretary)

**SUB-CONTRACTORS AND SUPPLIERS FORM- Exhibit G**

BID TO:  
Village of Libertyville  
118 West Cook Avenue  
Department of Public Works  
Libertyville, Illinois 60048-2090

- A. The Contactor shall list all Sub-Contractors and Suppliers who will provide labor, materials and/or tools and submit the associated respective waivers in value excess of Two Thousand Dollars (\$2,000.00). Please list Sub-Contractors/Suppliers company name, contact person, address and phone number:

Crossroad Construction, Inc

1N725 Swift Road, Lombard, IL 60148

630-847-9400

Contact: Tony Bruttadauro

CONTRACT ACCEPTANCE

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 28th day of June, 2016.

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

Village of Libertyville

By: \_\_\_\_\_

Kevin J. Bowens  
Village Administrator

**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 28, 2016

**Agenda Item:** Bid Results for WWTP Primary Digester Cleaning Project

**Staff Recommendation:** Award Contract to Walter & Son Waste Hauling, LLC and Authorize Execution

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

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**Background:** The 2016/17 Fiscal Year Budget has allocated \$82,000 for the Primary Digester Cleaning in the Water and Sewer Capital Improvement Fund. Four proposals were received at the bid opening conducted on June 17, 2016 for the Wastewater Treatment Plant (WWTP) Primary Digester Cleaning project. The proposed work involves disposing of the remaining bio-solids and inorganic material at the bottom of the Primary Digester and then cleaning the tank. It has been 17 years since this work has been last completed. The Results of the bid opening is as follows:

**Walter & Son Waste Hauling, LLC:**

Unit Price \$0.176/gal x 280,000 gal = \$49,280 + Cleaning \$27,120 Total Bid= \$ 76,400.00

**Synagro:**

Unit Price \$0.330/gal x 280,000 gal = \$92,400 + Cleaning \$5,000 Total Bid= \$ 97,400.00

**Stewart Spreading:**

Unit Price \$0.320/gal x 280,000 gal = \$89,600 + Cleaning \$40,000 Total Bid= \$129,600.00

**Gullett Sanitation Services, Inc.**

Unit Price \$.540/gal x 280,000 gal = \$151,200 + Cleaning \$500 Total Bid= \$151,700.00

The low bidder Walter & Son Waste Hauling, LLC was contacted to verify their numbers, understanding of the scope of work and their capabilities to meet the project requirements. The provided references were contacted and all had positive reports about the qualifications and quality of work performed by Walter & Son Waste Hauling, LLC on their respective projects.

The pricing schedule included in the Bidding specifications was structured based on a disposal unit price per gallon plus a lump sum cleaning cost. Village Staff anticipates drawing the 20-foot deep Digester down to at least 280,000 gallons (6ft.), but is optimistically targeting 215,000 gallons (4ft.). The final cost will be determined on the remaining quantity when the tank is turned over to the Contractor.

Based on qualifications of the contractor and being the most responsive bidder, Administrative Staff recommends awarding the Contract to Walter & Son Waste Hauling, LLC in the not to exceed budgeted amount of \$82,000.00 and authorizing execution by the Village Administrator.

Four positive votes are required for approval.

**VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR THE  
PRIMARY DIGESTER #1 CLEANING**

Full Name of Bidder WALTER AND SON WASTE HAULING, LLC  
Principal Office  
Address N 33168 STATE RD. 14  
Local Office Address DARIEN, WI 53114  
Contact Person STEVE WALTER Telephone 262-882-7867

TO: Village of Libertyville ("Owner")  
200 East Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: Paul Kendzior, P.E., C.F.M.  
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 10 days following Owner's acceptance of this Contract and notice to proceed 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. Work is to be completed within 30 days from the Notice to Proceed.

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 in Price Proposal 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 7:00 am and 3:30 pm from the Wastewater Superintendent or in his/her absence the Wastewater Superintendent 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:

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 Bidders certified transcript of payroll proving prevailing wages were paid, 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.

C. Schedule of Prices

The undersigned submits here schedule of prices with his/her lump sum bid covering the work to be performed under this contract.

1. Digester Content Removal (including all content removal, optional dewatering, and final disposal)

Unit Price: \$ 176 per gal digested sludge removed x 280,000 Gal = \$ 49,280

2. Digester Cleaning (including all power washing) Lump Sum = \$ 27,120

TOTAL BID PROPOSAL 1. + 2. = \$ 76,400

Note: OWNER expects at least 215,000 gallons of anaerobically digested sludge will remain in the digester, with an anticipated maximum of 280,000 gallons remaining. Therefore, if there is more or less than the 280,000 gallons remaining in the digester at the time it is turned over to the CONTRACTOR, the Unit Price designated in the Schedule of prices will be used to determine the final amount owed to the CONTRACTOR for "Digester Content Removal."

**3. Contract Time Proposal**

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days from notice to proceed following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and endorsements specified in his Contract/Proposal. If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall preform work diligently and continuously and shall Substantially Complete the work not later than 30 days after notice to proceed.

Liquidated Damages

Liquidated damages shall be assessed for each day PD#1 is offline, unavailable beyond 30 days and for each day that the Work is not completed beyond 30-days from the Notice to Proceed. Liquidated damages for each day shall consist of a per diem charge of five Hundred dollars (\$500.00), as well as any additional damages caused by such delay(s).

**4. Finance Assurance**

- A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the total Bidders price proposal 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 Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. 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. Not less than the rate of wages for Lake County and as required by the Village of Libertyville or the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work for the duration of this contract. A copy of the Village's Prevailing Wage Ordinance and Lake County Wage Rates are available upon request. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

## 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: WI

Partnership  State: \_\_\_\_\_

Individual Proprietorship: \_\_\_\_\_

Bidders Name:

WALTER AND SON WASTE HAULING, LLC

Doing Business as (if different):

-

Printed Name: STEVE WALTER

Signature: [Signature]

Title/Position: OWNER

Bidders Business Address:

13368 STATE RD. 14, DARIEN, WI 53114

Telephone 262-882-7867 Fax 262-882-2329

If a Corporation or Partnership, list all officers and partners:

| Name         | Title | Address                        |
|--------------|-------|--------------------------------|
| STEVE WALTER | OWNER | N 3368 STATE RD 14, DARIEN, WI |
|              |       | 53114                          |
|              |       |                                |
|              |       |                                |

# CONTRACTOR QUALIFICATIONS

Bidder shall submit with the bid:

- 1) A list of five similar wastewater treatment plant anaerobic digesters cleaned by the bidder within the last three years.

BID WILL BE CONSIDERED "NON RESPONSIVE" IF THIS REQUIREMENT IS NOT FULFILLED.

PROJECT Village of Clinton<sup>WWTP</sup> LOCATION CLINTON, WI

YEAR COMPLETED 2015 & 2016 CONTACT ROGER JOHNSON

OWNER PHONE NUMBER 608-751-1772

PROJECT DETAILS Clean digester & RECEIVING STATION

PROJECT Walnut WWTF LOCATION Walnut, IL

YEAR COMPLETED 2016 CONTACT TODD LEANDER

OWNER PHONE NUMBER 309-647-7400

PROJECT DETAILS Clean Clarifier

PROJECT FORRESTON WWTF LOCATION FORRESTON, IL

YEAR COMPLETED 2015 CONTACT TODD LEANDER

OWNER PHONE NUMBER 309-647-7400

PROJECT DETAILS SLUDGE REMOVAL

PROJECT CITY OF BELOIT<sup>WATER RESOURCES</sup> LOCATION BELOIT, WI

YEAR COMPLETED 2010 CONTACT HARRY MATHOS

OWNER PHONE NUMBER 608-364-2888

PROJECT DETAILS SLUDGE REMOVAL/DISPOSAL - ANAEROBIC DIGESTER #2

PROJECT Town of Beloit LOCATION BELOIT, WI

YEAR COMPLETED 2016 CONTACT LEE ERICKSON

OWNER PHONE NUMBER 608-364-2980

PROJECT DETAILS Clean AERATION TANK

**ADDENDUM NUMBER 1**

**Libertyville Wastewater Treatment Plant  
Primary Digester #1 Cleaning**

June 9, 2016

This Addendum Number One to the Contract/Proposal Primary Digester #1 Cleaning is hereby declared part of the original Contract/Proposal, and in case of conflict, the following Addendum shall govern.

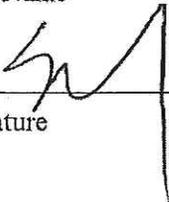
Modifications have been made on Section 2.1 Optional on Site Dewatering; A General, 6. Prior to dewatering sludge pumped must be screened through a less than seven sixteen inch (7/16") screen. Material collected on screen must be landfilled disposed. *In lieu of less than 7/16" screening, double in series grinding or less than 1" screening followed by grinding will be acceptable. Grinders or combination screen/grinders shall be capable of grinding the material to fines so that it can be land applied.*

**PLAN HOLDERS RECEIVING THIS ADDENDUM BY EMAIL TRANSMISSION ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM. PLEASE REPLY TO THE EMAIL WITH AN ACKNOWLEDGMENT.**

**ADDITIONALLY, A COPY OF THIS ADDENDUM, SIGNED AND DATED TO CONFIRM RECEIPT, MUST BE SUBMITTED WITH THE BID:**

STEVE WALTER

Print Name



Signature

OWNER

Title

6/15/16

Date



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 28, 2016

**Agenda Item:** Purchase of Aftermarket Equipment for Public Works Truck (Unit # 307)

**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 \$68,000 in the Fleet Services & Replacement Fund for the purchase of a replacement one ton utility truck (Unit # 307) and outfitting with aftermarket equipment. The purchase of the truck chassis in the amount of \$30,200.00 was approved at the June 14, 2016 Board meeting. Competitive quotes were received for the aftermarket equipment, which includes the truck body, snow plow and the lighting system (see below):

|                                    | Total       |
|------------------------------------|-------------|
| Monroe Truck Equipment, Monroe, WI | \$27,402.00 |
| Sauber Mfg., Virgil, IL            | \$34,431.00 |

Administrative Staff recommends that the purchase of the aftermarket truck equipment be awarded to Monroe Truck Equipment in the amount not to exceed \$27,402.00. The combined cost of the truck chassis and aftermarket equipment equals \$57,602.00, which is less than the \$68,000 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  
[www.monroetruck.com](http://www.monroetruck.com)

Quote Number: 9SD000614  
 Job Order Number:  
 Quote Date: 4/19/2016  
 Quote valid until: 5/19/2016  
 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-350 | <b>Chassis Color:</b>   | <b>Cab Type:</b> REGULAR |
| <b>Single/Dual:</b> SRW | <b>CA:</b> 60.0   | <b>CT:</b> -1.0     | <b>Wheelbase:</b> 141.0 | <b>F.O. Number #:</b>    |
|                         |                   |                     |                         | <b>Vin:</b>              |

**Comments:**

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

| DESCRIPTION | AMOUNT |
|-------------|--------|
|-------------|--------|

- 9' CUSTOM BRAND FX SERVICE BODY
- 108" LONG X 83" WIDE X 42" HIGH, 49" WIDE FLOOR, 15" DEEP COMPARTMENTS
- COMPOSITE BODY CONSTRUCTION
- STEEL UNDERSTRUCTURE
- WHITE GEL COAT EXTERIOR
- ROCK GUARDS
- REMOVABLE REAR WHEEL PANELS
- ALUMINUM BULKHEAD & TAIL SKIRT
- 10" HIGH ALUMINUM AUTOMOTIVE STYLE TAILGATE
- STAINLESS STEEL HARDWARE, HINGES WITH AUTOMOTIVE STYLE ROTARY LATCHES
- ONE-PIECE MOLDED DOORS, AUTOMOTIVE FINISH ON BOTH SIDES
- RECESSED DOOR SEALS WITH AUTOMOTIVE GRADE DOOR GASKETS
- VINYL COATED DOOR STOP CABLES
- L.E.D FMVSS 108 LIGHT PACKAGE IN BODY END PANELS
- ALUMINUM LOADWALL LINER BOTH SIDES
- (4) RECESSED FLOOR TIE DOWNS
- FLIP TOP COMPARTMENT ON STREETSIDE ONLY
- MANUAL MASTER LOCKING SYSTEM
- (2) 4" PVC STORAGE TUBES WITH ALUMINUM END CAPS, MOUNTED CURBSIDE
- LED ROPE LIGHTING IN COMPARTMENTS
- (1) DRAWER UNIT IN EACH FRONT VERTICAL COMPARTMENT WITH 3 DRAWERS IN EACH UNIT
- BACK UP ALARM
- 6 WAY ROUND TRAILER PLUG
- 2.5" TRAILER RECEIVER IN 1/2" STEEL PLATE
- DURABED SPRAY IN LINER FOR COMPLETE LOAD SPACE OF BODY
- (3) L BRACKETS, ON INSIDE OF LOAD SPACE, 1 AT REAR ON PASSENGER SIDE AND 2 ON DRIVERS SIDE
- INSTALLED

- CAB PROTECTOR**
- CUSTOM BACK RACK CAB PROTECTOR

- ADDITIONAL LIGHTING**
- WHELEN MINI LIGHT BAR MOUNTED ON CAB PROTECTOR
  - (2) WHELEN VTX AMBER STROBE LIGHTS INSTALLED IN REAR CORNER POSTS OF BODY
  - (2) L.E.D. CLEAR WORK LIGHTS MOUNTED ON CAB PROTECTOR, FACING REAR

- 3000 WATT POWER INVERTER**
- INSTALLED IN PASSENGER SIDE REAR COMPARTMENT
  - INCLUDES EXTRA BATTERY

| DESCRIPTION  | AMOUNT |
|--|--------|
| 9' BOSS SUPER DUTY PUSHFRAME WITH MONROE SNOW BUSTER POLY STRAIGHT BLADE MOLDBOARD |        |
| - 9' SNOW BUSTER POLY MOLDBOARD  |        |
| - SMARTHITCH 2   |        |
| - SMARTTOUCH 2 CONTROLLER  |        |
| - SMARTLIGHT 2   |        |
| - SMARTSHIELD  |        |
| - HIGH-PERFORMANCE HYDRAULIC PACKAGE   |        |
| - ENCLOSED HYDRAULICS  |        |
| - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM                                      |        |
| - HEAVY-DUTY PUSH FRAME  |        |
| - INSTALLED  |        |

Quote Total: \$27,402.00

**Additional Options:**

| DESCRIPTION | AMOUNT | ADD TO QUOTE |
|-------------|--------|--------------|
|             |        | Yes / No     |

**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.



10 North Sauber Road  
Virgil, IL 60151-1000  
SAUBERMFG.COM

Phone 630.365.6600

Fax 630.365.6610

# Sales Quote

Sales Quote Number: SQ107762

Date: 05/05/16

Page: 1

## Sell

To: Libertyville Public Works  
Steve  
600 East North Avenue  
Libertyville, IL 60048

## Shipping

To: Libertyville Public Works  
Steve  
600 East North Avenue  
Libertyville, IL 60048

Ship Via UPS Ground  
Terms Net 30 Days  
FOB Origin

Customer ID C00550  
SalesPerson Chuck Herrmann

| Item No. | Description  | Unit | Quantity | Unit Price | Total Price |
|----------|--|------|----------|------------|-------------|
| MA300    | Fiberglass Service Body - S/N<br>18" Sidepacks; 3/16" Floor & Bulkhead<br>Body Color: White<br>14 Ga Steel Shelving - Galv<br>Includes Bumper, Flaps, Load Area Liners,<br>Aluminum Floor w/ Aluminum Subfloor,<br>SS Tailgate & Installation  | Each | 1        | 26,871.00  | 26,871.00   |
| Z1280    | Delete Dual Wheel Floor on MA300<br>Provides 51"W Single Wheel Floor   | Each | 1        |            |             |
| Z1273    | Flip Top Compartment Storage<br>Centered Over LS Compt w/ Dividers on 4" Centers<br>w/ Dual Gas Shocks - No Hold Down Required<br>Combine Locking w/ Central Lock System   | Each | 1        |            |             |
| Z1203    | MA200/300 Central Locking System<br>Includes Both RS & LS  | Each | 1        |            |             |
| #OPM     | .072 Aluminum Compartment Top Liner - RS   | Each | 1        |            |             |
| 18150    | CTech Custom Drawer Unit - L1/R3<br>Overall: 28"W x 15"D - Minimize Sides<br>Subtract 4.5"W; 2.5"D & 1"H For Inside Drawer Dim<br>Quote: Q31385 - Red<br>(3) Drawers - Unhoused (insert) w/ Top Cover<br>Minimize Bottom Space<br>#3 Dividers Each Drawer - (9) Equal Compartments<br>Drawer Liners<br>Drawer Heights Top To Bottom: 4/4/4 | Each | 2        |            |             |
| R1010    | Install In Compartments At Top   | Hour | 3        |            |             |
| 18150    | CTech Custom Drawer Unit - L2/R2<br>Overall: 37"W x 15"D - Minimize Sides<br>Subtract 4.5"W; 2.5"D & 1"H For Inside Drawer Dim<br>Quote: Q31385 - Red<br>(1) Drawers - Unhoused (insert) w/ Top Cover<br>Minimize Bottom Space<br>#3 Dividers Each Drawer - (9) Equal Compartments<br>Drawer Liners<br>Drawer Heights Top To Bottom: 4     | Each | 2        |            |             |
| R1010    | Install In Compartments At Top   | Hour | 2        |            |             |



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# Sales Quote

Sales Quote Number: SQ107762

Date: 05/05/16

Page: 2

| Item No. | Description  | Unit | Quantity | Unit Price | Total Price |
|----------|--|------|----------|------------|-------------|
| Z1442    | Spring Door Hold Open Installation - L1/R3<br>14797 Hatch Holder Spring - Stainless w/ AL Mounts<br>Installed on R1/L1 Compartment; Deletes Door Chain   | Each | 2        |            |             |
| Z1233    | Vertical Plain Shelf - Galvanized - L3<br>Rubber Lined   | Each | 2        |            |             |
| Z1233    | Vertical Plain Shelf - Galvanized - R1<br>Rubber Lined   | Each | 1        |            |             |
| #OTV     | Thor 3000 Watt Inverter - TH3000   | Each | 1        |            |             |
| #OTV     | Thor Remote Control Module - TH001   | Each | 1        |            |             |
| Z1179    | Static Inverter Installation - R1<br>No Isolator - New Sauber Sold Units Only<br>Includes:<br>10643 1/O Cable<br>15397/15398 Fues & Holder<br>Run (+) All the Way to Chassis Battery Bank<br>So When Chassis Battery is Disconnected<br>All Battery Power is Removed From System | Each | 1        |            |             |
| Z1167    | Duplex Outlet Installed - 15A<br>12641 14/3 SO Cable - 15A<br>10466/13708/10443 Outlet/Box/Cover<br>Install Rear Face RS   | Each | 1        |            |             |
| 10257    | 600 CCA Deep Cycle Battery   | Each | 1        |            |             |
| 14764    | Poly Deep Cycle Battery Box w/ Lid<br>& Tiedown Strap - 13"Lx7.5"Wx10"D - Group 27   | Each | 1        |            |             |
| 11992    | 93"L Slide-N-Lock - Silver<br>Includes (2) Rails w/ 1/4" x 1 1/2" Flathead<br>Fasteners w/ (2) Slides w/ Ring per Piece  | Set  | 1        |            |             |
| Z1300    | Install Above At Load Area Top   | Each | 1        |            |             |
| 16760    | Water Valve Key Rack w/ Shock Cord<br>Retention - Aluminum   | Each | 1        |            |             |
| Z1216    | RS Compartment Top - Centered<br>Recess Bumper Upgrade<br>Includes 7.25#/ft Channel Upgrade  | Each | 1        |            |             |
| Z1217    | 2" Hitch Receiver Installation<br>15,000# Max Trailer GVWR; 2500# MVL<br>D-Rings & 3/16" Breakaway Retainer Loop<br>Refer to S2604.SLDDRW - Bumper Mount - 8.5"W   | Each | 1        |            |             |
| Z1215    | Truck/Trailer Socket Installation<br>11118 6-Way SAE Socket Installed & Wired LS   | Each | 1        |            |             |
| Z1291    | Compartment Light Installation<br>w/ 11249 Dome Light w/ Switch Wired to Chassis<br>Switch or Lighted Switch Below w/ Label  | Each | 6        |            |             |
| 11249    | Dome Light w/ Switch   | Each | -6       |            |             |
| 18736    | Sunstrip LED Waterproof Strip Light 18"L<br>300 Lumens; .35A @ 12VDC; (2) Nylon Mounting Clips   | Each | 6        |            |             |



10 North Sauber Road  
Virdi, IL 60151-1000  
SAUBERMFG.COM

Phone 630.365.6600 Fax 630.365.6610

# Sales Quote

Sales Quote Number: SQ107762

Date: 05/05/16

Page: 3

| Item No. | Description   | Unit | Quantity | Unit Price | Total Price |
|----------|---|------|----------|------------|-------------|
| Z1428    | Wire Above to Upfitter's Switch<br>w/ Wiring, Placard & Contactor as Required<br>Wire Thru Ignition (Standard)<br>Label: "Compt"      | Each | 1        |            |             |
| #OTV     | Back Rack Cab Protector - 150004  | Each | 1        |            |             |
| #OTV     | Center Light Mount - 91002RED   | Each | 1        |            |             |
| R1010    | Modify/Install For Service Body   | Hour | 1        |            |             |
| 19262    | Reflex Amber Mini LED Bar<br>SAE Class I Light, 15"L x 9"W x 2.5"H, 5.1A<br>(18) Flash Patterns                                       | Each | 1        |            |             |
| 18227    | Hi Intensity Directional LED-Amber<br>12VDC; .75A; 16 Flash Patterns; SAE Class 1<br>3.3"W x 1.1"H x .4"H; 5 Year Warranty            | Each | 2        |            |             |
| 14967    | Amber Oval LED Strobe - Flush<br>w/ Grommet   | Each | 2        |            |             |
| 18826    | Model 3410 LED Safety Director<br>3A; 9 Flash Patterns  | Each | 1        |            |             |
| 18825    | Model 3410 Control Box<br>5.9"W x 3.6"D (w/ Stand) x 4.6"H  | Each | 1        |            |             |
| 18823    | Model 3410 Cord 35'   | Each | 1        |            |             |
| R1010    | Install Amber Lighting<br>Reflex On Center Stand<br>Safety Director Under Reflex<br>18227 On Front Grill<br>14967 Rear Body Face      | Hour | 7        |            |             |
| R1010    | Wire Amber To Aux Switch On Safety Director<br>Wire Thru Ignition (Standard)<br>Label: "Strobes"                                      | Hour | 2        |            |             |
| 19639    | Rectangular LED Work Flood Light<br>2450 Effective Lumens; (5) 1-Watt LEDs<br>Aluminum Housing; 3A<br>3.8"Hx5.7"Wx3.1"D; 2YR Warranty | Each | 2        |            |             |
| Z1428    | Wire Above to Upfitter's Switch<br>w/ Wiring, Placard & Contactor as Required<br>Wire Thru Ignition (Standard)<br>Label: "Work"       | Each | 1        |            |             |
| R1010    | Install On Outer Edges of Back Rack   | Hour | 2        |            |             |

Option

8' Poly Boss Plow - \$7560.00

8'6" Steel Boss - \$7346.00

Each plow price includes installation and the snow deflector option

Total Before Tax: 26,871.00

Snow Plow + 7560.00

\$ 34,431.00

**VILLAGE BOARD AGENDA SUPPLEMENT**

|                              |   |
|------------------------------|---|
| <b>Meeting Date:</b>         | June 28, 2016   |
| <b>Agenda Item:</b>          | Authorize Staff to Develop and Distribute Consultant Request for Proposals for a Village Wide Master Stormwater Management Plan |
| <b>Staff Recommendation:</b> | Proceed with Request for Proposals  |
| <b>Staff Contact:</b>        | Paul Kendzior, P.E., C.F.M., Director of Public Works   |

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**Background:** During the Budget discussions the creation of a Utility funded by a stormwater fee to provide the necessary funding for all maintenance activities and capital improvements to the Village's stormwater management system was discussed. One of the first steps in the creation of a "Stormwater Utility Fund," which would operate similar to the Village's current Water and Sanitary Sewer Utilities, is to prepare a Village-wide Master Stormwater Management Plan that would identify all flooding locations in the Village that cause damage to structures, property and significant inundation of strategic roadways. As part of the development of the Master Plan, the selected consultant would be responsible to identify a proposed flood reduction project for each location to the appropriate (optimum) protection level, prepare an estimate of total (final design & construction) project costs, determine the resulting benefits and then prioritize (rank) each proposed project by the estimated total costs and benefits. The minimum level of protection for each recommended project will be 10-year frequency rainfall event. It is the intent that the Master Plan will be relevant for the next 20-years, with updates only being needed on a 5-year interval. With the completion of the Master Plan, the Village would know the necessary amount of funding that would be required for the design and construction of the proposed flood reduction capital projects. The inclusion of these capital costs along with the identified maintenance and personnel costs for the stormwater management system would then be used determine the fee amount and structure of the new "stormwater utility fee." The Consultant Request for Proposal will also include an Alternate for a recommendation on an appropriate Stormwater Utility fee.

The Request for Consultant Proposals was also discussed at the May 24, 2016 Streets Committee. Because there is currently no funding in the current Fiscal Year Budget for the Master Stormwater Plan, which is anticipated to cost approximately \$300,000, it was the recommendation of the Streets Committee to distribute the Request for Consultant Proposal on, or about January 1st. This would allow for the selection process to be completed by the end of April, 2017 and would involve no additional expenditures in this fiscal year. The necessary funding to complete the majority (first 12 months of the total 15 months anticipated) of the Master Plan can then be allocated in the Capital Improvements Fund as part of the discussion process and meetings for the FY 2017/18 Budget. Four positive votes are required for approval.

**REQUEST FOR PROPOSAL (RFP)  
MASTER STORMWATER MANAGEMENT PLAN**

**Village of Libertyville  
Libertyville, Illinois  
January 1, 2017**

**Introduction:**

The Village of Libertyville ("*Village*") is requesting proposals for professional engineering consultant services ("*Consultant Services*"), which include, but are not limited to, the evaluation, research, design and cost estimation that is necessary to prepare a Village-wide Master Stormwater Management Plan ("*Project*") described below in this Request for Proposal ("*RFP*"). Respondents must be able to demonstrate similar past experience with the type of project described herein. The submitted proposal should include the firm's qualifications, project team, resumes, scope of services/tasks, verification that the proposed schedule can be met, man-hours and not-to-exceed costs for completing the project specified below.

**Background:**

The Village has separate storm sewer and sanitary sewer mains (i.e., no combined sewer systems). The Village routinely experiences localized surface flooding in numerous locations during moderate to heavy rain fall events, usually in excess of 2.5-inches. Some of the contributing factors to the surface flooding is that a majority of the storm sewer lines in these areas were designed and constructed prior to modern stormwater management standards and are thus undersized (2-5 year design storm conveyance) and suitable/safe overland flood routes are nonexistent. The Des Plaines River also flows through the east side of the Village and overbank flooding can cause private property, structures and roadways to be inundated. A smaller watercourse, Bull Creek flows through the north-central part of the Village and causes some localized overbank flooding as well.

**Project Description:**

As part of the development of the Master Plan, the selected consultant will be responsible to undertake all tasks necessary to identify all flooding locations in the Village, identify a proposed flood reduction project for each location to the appropriate (optimum) protection level (which may include analyzing several options), prepare an estimate of total (final design & construction) project costs, determine the resulting benefits and then prioritize (rank) each proposed project by the estimated total costs and benefits. The minimum level of protection for each recommended project will be 10-year frequency rainfall event. It is the intent that the Master Plan will be relevant for the next 20-years, with updates only being needed on a 5-year interval. The selected consultant will also be responsible for determining what approvals and/or permits will be required to be obtained from the necessary governing agencies (FEMA, IDNR-OWR, USACOE and LCSMC) to permit and construct the proposed flood reduction projects included in the Master Plan.

All RFP recipients are encouraged to review the current layout of the Village (i.e. on-line floodplain limits and contour mapping that is available on the Lake County website, etc.) and visit the noted problematic drainage areas referenced in the Appendix to gain a better understanding of the current conditions, site constraints, etc.

**Scope of Services/Tasks:**

- Phase 1 (Data Collection/Gathering)
  - "Kick-off" meeting with Village staff.

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

Page 2 of 8

- Coordination with the Village's GIS/Engineering Technician to obtain all available utility data for the Village. It is the intent that this data will supplement and hopefully reduce any field survey work that would be needed.
- Coordination with Lake County to obtain all available aerial contour and other electronic data for the Village. It is the intent that this data will supplement and hopefully reduce any field survey work that would be needed.
- Coordination with the local public utilities (North Shore Gas Co., ComEd, etc.) in order to obtain copies of their respective utility atlases.
- Review and evaluation of past rain fall related flooding information, which includes, but is not limited to the current Flood Insurance Rate Maps (FIRMs) & Flood Insurance Rate Studies (FIS) and Lake County on-line mapping information.
- Review and compilation of historic rain fall data.
- Review of all pertinent past stormwater studies and reports. (See Appendix for listing).
- Review of photographs, written accounts, etc. of past flooding events.
- Interviews with long time current and retired (if readily available) Village Public Works staff.

Phase 2 (Preliminary Investigations & Analysis)

- Determination of the appropriate percentage of impervious coverage to be utilized in the analysis, which will include a growth factor over existing conditions.
- Complete the necessary hydrologic and hydraulic (H&H) modeling to the appropriate level of detail to supplement the review of past available studies and reports and interviews with Village staff (completed in Phase 1) to identify the major flooding locations in the Village in which a flood reduction project will be proposed.
- Identify a flood reduction project for the Charles Brown Reservoir that includes a gravity outfall.
- Identify a flood reduction project for the rear yards of the properties along Sunnyside Avenue, east of Fourth Avenue adjacent to the North Shore Bike Path.
- Identify a flood protection project for the Village's Waste Water Treatment Plant that is located adjacent to the Des Plaines River.
- Evaluation of existing detention facilities in problematic drainage areas to determine if they can be either modified and/or enlarged to provide additional flood relief.
- Identification of any Village owned properties (including alleys) that would be suitable to provide local detention.
- Acquisition Program to identify suitable properties that are located in problematic drainage neighborhoods as a means to provide local (neighborhood) storage if they come up for sale.
- Evaluating the merits of an Overhead Sanitary Sewer Conversion Cost Reimbursement Program on an annual basis and recommendation for Budget funding level for those areas experiencing sanitary sewer back-ups.
- Evaluate any areas where there could be adverse impacts to structures due to groundwater (high localized water table).
- Evaluating the merits of implementing a Private Property Drainage/Flood Protection Cost Reimbursement Program for rain gardens, flood protection berms/walls, swales, rain barrels and other BMP's on an annual basis for properties in problematic drainage areas and recommendation for an annual Budget funding level.

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

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- Evaluation of the merits of implementing additional programs, which may include a battery back-up storm sump pump program that could involve “economies of scale” savings for Village coordinated volume purchasing.

Phase 3 (Plan Preparation of Identified Projects)

- Prepare a Type, Size & Location (T,S &L) Plan for each of the identified and recommended flood reduction projects. This will include an analysis to determine which storm frequency (i.e. 10-year, 25-year, 50-year, etc.) is the most cost effective level of protection (resulting in the highest B/C ratio). Each T,S&L Plan will also include the limits of inundation for the existing condition and proposed (post-project) conditions.
- The T,S&L Plan will also include all known existing Village and other (gas, electric, etc.) utilities to ensure no conflicts with the proposed identified project.
- Prepare a preliminary estimate of the design, permitting and construction costs to complete the identified projects.
- Identification of any projects to address areas where there are adverse impacts to structures due to groundwater (high localized water table).
- Presentation of proposed identified projects to senior level Village staff. This will involve two separate meetings during normal business hours.
- Incorporation of all pertinent and applicable comments received from Village staff.
- Refined preliminary design, permitting and construction cost estimates for the identified projects based on Village staff comments.
- Determination/analysis of the resulting benefits (building damage, contents damage, property damage, lost wages, etc.) for each of the identified projects. Benefit analysis shall be consistent with IDNR-OWR, FEMA, NFIP and USACOE methodologies for stormwater management projects.
- Prepare a table containing the cost/benefit ratio and number of overall properties and structures protected for each identified project.
- Prepare a table containing the overall rank of each prioritized project, which will also include the total estimated project cost. Note that the order of the rankings will be based on a combination of the benefit/cost ratio and the number of properties and structures protected. The number of structures protected should be given a higher degree of importance in determining the overall rankings.
- Coordination with all applicable agencies (FEMA, IDNR-OWR, USACOE and LCSMC) to determine any and all required permits and approvals for the identified prioritized projects.
- Identify any available sources for grant and/or matching funding to design and construct the proposed prioritized projects.
- Determination of any improvements and/programs that were evaluated in Phase 2 that could be undertaken by property owners to improve future flooding conditions.
- Determination of any public outreach activities that could be undertaken to increase awareness and prevention of flooding and flood damages.
- Include a table of all historical significant rainfall events in the Village’s history.
- Include the FIRMs for the Village.

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

Page 4 of 8

Phase 4 (Presentation to Village Staff)

- Presentation of proposed Draft Master Plan to the senior level Village staff. This will include two separate meetings during normal business hours.
- Incorporation of all pertinent and applicable comments received from Village staff.

Phase 5 (Presentation to Streets Committee)

- Presentation of proposed Draft Master Plan to the Village's Streets Committee of the Village Board. This will involve two evening meetings.
- Incorporation of all pertinent and applicable comments received from the Streets Committee and the public in attendance.

Phase 6 (Presentation to General Public)

- Presentation of proposed Draft Master Plan to the general public at an evening meeting.
- Incorporation of all pertinent and applicable comments received from the general public.

Phase 7 (Presentation to Full Village Board)

- Presentation of proposed Draft Master Plan to the Village Board and general public at an evening meeting.
- Incorporation of all pertinent and applicable comments received from the Village Board and general public.

Phase 8 (Final Plan)

- Provide twenty-five (25) bound copies and five (5) electronic copies on a flash-drive of the Final Plan.

Alternate Phase (Stormwater Utility Fee)

- Provide various options for a Stormwater Utility Fee (impervious coverage, flat, zoning District, lot size, water usage, etc.).
- Provide recommendations for fee amounts for the various options and an approximation of the anticipated yearly revenue.
- Recommend an option for a Stormwater Utility Fee and amount.
- Prepare a Project Implementation Table for a 10-year, 15-year and 20-year schedule based upon the project revenues from the recommended Fee.

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

Page 5 of 8

**Anticipated Schedule:**

It is the intent to begin work immediately upon execution of the Contract with the chosen consultant and complete the project by August 1, 2018. The completion dates for each phase are as follows:

- Start – May 1, 2017
- Phase 1 – August 1, 2017
- Phase 2 – April 1, 2017
- Phase 3 – December 1, 2017
- Phase 4 – February 1, 2018
- Phase 5 – April 1, 2018
- Phase 6 – June 1, 2018
- Phase 7 – July 1, 2018
- Phase 8 – August 1, 2018
- Alternate Phase - TBD

**Instructions to Bidders:**

**Preparation of Proposals**

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.

**Format**

All Proposals shall include the following:

- Firm History.
- Relevant Project Experience (Last 5 Years Only).
- Project Team.
- Project Approach.
- Cost (this will include detail listing of man-hours and all costs for each task, phase and the overall project).
- Schedule.

**Clarifications**

Village reserves the right to make clarifications, corrections, or changes in this RFP 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**

Please submit **four (4) paper bound copies** of your Proposals to the **Village of Libertyville, Office of the Director of Public Works, 200 E. Cook Avenue, Libertyville, Illinois 60048, no later than 12:00 P.M., March 1, 2017**. In addition, please submit **one (1) flash-drive containing your proposal**. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

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**Freedom of Information Act**

All information submitted to the Village in response to this Request for Proposals shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 *et seq.*) subsequent to the award of the contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Proposers desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

**Withdrawal of Proposals**

No proposal shall be withdrawn for a period of 90 days after the opening of any proposal.

**Rejection of Proposals**

Proposals that are not prepared in accordance with these Instructions may be rejected. If not rejected, Village may request correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions.

**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 respondents.

The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Village and to the public based on the evaluation factors listed below; 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. Respondents should not rely upon, or anticipate, such waivers in submitting their proposal.

**Evaluation of Proposals:**

The submitted proposals will be reviewed and the ultimate selection will be based upon factors including the following:

- (1) Experience on similar stormwater management projects and plans with client references provided (name, title, address, phone number and e-mail) within the last five years only;
- (2) Firm Information (size, location, history, resources, etc.);

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

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- (3) Qualifications (resumes) of personnel assigned to work on the project (project team), organizational chart, etc.;
- (4) Ability to meet project deadlines (provide schedule with work items/staff hours needed, critical path items, etc.);
- (5) Completeness of project approach (detailed scope of services/tasks, etc.)
- (6) **Any additional services/tasks not identified in this RFP that the consultant believes will improve the project, reduce costs and time, etc.; and**
- (7) Overall not-to-exceed cost (detailed cost breakdowns in terms of hours, hourly rates, direct costs, etc. for each task and phase).

Follow-up discussions and interviews may be conducted with several firm(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend a final selection to the Board of Trustees.

**Consultant Services Contract:**

Village uses a standard Contract (with appropriate project description inserts/details) for consultant services, which the successful firm must execute. A copy of the form of Contract is included in the Appendix. **Any modifications that the consultant plans to request to be made to the standard Contract must be noted in the consultant's Proposal.** The Village will take these requests under consideration.

**REQUEST FOR PROPOSAL  
MASTER STORMWATER MANAGEMENT PLAN  
VILLAGE OF LIBERTYVILLE**

January 1, 2017

Page 8 of 8

**Appendix:**

- Consultant Services Contract.
- Burdick Street Drainage Analysis, December, 2014.
- South 2nd Ave./Windsor Terr. Area Stormwater Evaluation Report, August, 2014.
- Informational Binder of Flooding Event, April, 2013.
- Charles Brown Stormwater Pumping Station and Storage Basin Report, December, 2008.
- Ellis Avenue Drainage Study Update, November, 2008.
- 3<sup>rd</sup> Street and North Avenue Drainage Study, January, 2008.
- Bull Creek/Bull's Brook Watershed-Based Plan, January, 2008.
- Letter of Map Revision Report for Bull Creek Tributary, September, 2007.
- Informational Binder of Flooding Event, August, 2007.
- Informational Binder of Flooding Event, May, 2004.
- Ellis Avenue Drainage Study, December, 2001.
- Informational Binder of Flooding Event, September/October, 1986.

**Only the Consultant Services Contract will be provided at this time to all RFP recipients. The other referenced information is on file in the Public Works Department and will be loaned to the selected consultant.**

**Questions:**

If you have any questions or need additional information regarding this RFP, contact Paul Kendzior, Director of Public Works at either 847/918-2016 or [pkendzior@libertyville.com](mailto:pkendzior@libertyville.com). Inquiries submitted will be answered in writing and circulated to all entities who have registered with the Village as having received a copy of this RFP.

**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND**  
**[consulting engineer]**  
**FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the “Village”), and [Consulting Engineer] (hereinafter referred to as the “Consultant”).

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

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

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

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

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

**SECTION 1: RECITALS**

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

**SECTION 2: SERVICES / SCOPE OF WORK**

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

- E. The Consultant shall cooperate fully with the Village, other Village consultants, other municipalities and other local government officials, public utility companies and others as may be directed by the Village. This shall include attendance at meetings, discussions and hearings as requested by the Village.

**SECTION 3: PAYMENT FOR SERVICES**

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

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

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

**SECTION 4: TERM AND TERMINATION**

- A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. The Design Services shall be completed no later than [DATE], unless otherwise agreed to by the parties, in writing. This Agreement shall terminate upon completion of the Construction Services, currently anticipated to occur in [DATE].
- B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement. Upon termination the Consultant shall cause to be delivered to the Village all drawings, specifications, partial and completed estimates and other data, with the understanding that all such material becomes the property of the Village. If the Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever.
- C. If the Village terminates the agreement, the Village may procure services similar to those so terminated, and the Consultant shall be liable to the Village for any excess costs for similar supplies and services, unless the Consultant provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Consultant.

## SECTION 5: INSURANCE

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

### A. Insurance Services Office Commercial General Liability

1. *Minimum Limits and form:*
  - \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - \$1,000,000 per occurrence for personal injury.
  - \$2,000,000 general aggregate, minimum; or a project/contract specific aggregate of \$1,000,000.
  - Shall be provided on an occurrence policy form.
2. *Additional Insured Endorsement:* The Village, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
3. The Consultant's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
5. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

### B. Insurance Services Office Business Auto Liability Coverage (form number CA 0001, Symbol 01 "Any Auto.")

1. *Minimum Limits:* The contractor shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

C. Workers' Compensation and Employers' Liability

1. *Minimum Limits:* The Consultant shall maintain limits no less than the following, Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
2. *General Provisions:* The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed for the Village of Libertyville by the Consultant.

D. Professional Liability Insurance (applicable to architectural, engineering, surveying, and consulting, including consultants who are contracted to draft Village codes, specifications and/or regulations)

1. *Minimum Limits:* The Consultant shall maintain limits no less than the following, \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. *General Provision:* If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

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

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.
- B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Consultant WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

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

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

#### **SECTION 6: INDEMNIFICATION**

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

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

Village Indemnification: In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant and any of its officers or employees from all loss, damage, cost or expense arising out of (and to the extent caused by) injury or damages received or sustained by any party because of the negligent acts, errors or omissions committed solely by the VILLAGE or its employees.

#### **SECTION 7: COMPLIANCE WITH LAWS**

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

Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. Also including the following:

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

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

**SECTION 8: SAFETY AND LOSS PREVENTION**

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

**SECTION 9: NOTICE**

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

To the Village:

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

To the Consultant:

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

**SECTION 10: MODIFICATION AND AMENDMENTS**

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

**SECTION 11: STANDARDS**

- A. The Consultant shall perform all of the provisions of this Agreement to the satisfaction of the Village. The Village shall base its determination of the Consultant's fulfillment of the scope of the work in accordance with accepted standards of other parties in the same field as Consultant. The Consultant

shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.
- C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.
- D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

#### **SECTION 12: DRAWINGS AND DOCUMENTS**

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

#### **SECTION 13: SUCCESSORS AND ASSIGNS**

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

#### **SECTION 14: FORCE MAJEURE**

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations,

codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

**SECTION 15: CAPTIONS AND HEADINGS**

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

**SECTION 16: GOVERNING LAW**

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

**SECTION 17: ENTIRE AGREEMENT**

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

**SECTION 18: SEVERABILITY**

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

**SECTION 19: AUTHORITY TO EXECUTE**

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

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

VILLAGE OF LIBERTYVILLE

CONSULTANT:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** June 28, 2016

**Agenda Item:** Award Bid for the 2016 Sanitary-Storm Sewer Cleaning & Televising Project to Visu-Sewer of Illinois

**Staff Recommendation:** Award Contract to Visu-Sewer of Illinois, LLC and Authorize Execution

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

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**Background:** Three bids for the 2016 Sanitary-Storm Sewer Cleaning & Televising Project were received and opened on Friday, June 17, 2016. The lowest responsible bidder was Visu-Sewer of Illinois, LLC in the amount of \$99,773.00.

| <u>Bidder</u>                | <u>Bid Amount</u> |
|------------------------------|-------------------|
| Visu-Sewer of Illinois       | \$99,773.00       |
| National Power Rodding Corp. | \$107,450.00      |
| American Underground Inc.    | \$151,725.00      |

This work is performed in advance of the 2017 Pavement Rehabilitation Projects in order to identify any underground sewer lines that need repair prior to the roadway work. The Water and Sewer Capital Improvement Fund has \$100,000 allocated for this work. The final project cost will be based on actual work quantities, but will not exceed the awarded amount. Administrative Staff recommends award of the Contract for the 2016 Sanitary-Storm Sewer Cleaning & Televising Project to Visu-Sewer of Illinois, LLC in an amount not-to-exceed of \$99,773.00 and to authorize execution by the Village Administrator.

Four positive votes are required for approval.

**VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR  
THE CONSTRUCTION OF  
2016 SANITARY-STORM SEWER TELEVISION PROJECT  
PROJECT NUMBER 1609**

**ACCEPTANCE**

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

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor 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, acknowledgment, 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