



**Village of Libertyville Board of Trustees Meeting
AGENDA
September 13, 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 August 23, 2016 Meeting

Documents:

[Minutes of the August 23 2016 Meeting.pdf](#)

b. Bills For Approval

Documents:

[Agenda Item 3B.pdf](#)

c. Ordinance: Amend Special Use Permits In O-1 District

Documents:

[Agenda Item 3C.pdf](#)

d. Ordinance: Approve Parking Space Variation

Documents:

[Agenda Item 3D_1.pdf](#)

e. Ordinance Approve Perimeter Landscaping Variation-1214 W. Park Ave

Documents:

[Agenda Item 3E.pdf](#)

f. Ordinance: Approve Parking Setback Variation-1214 W. Park Ave.

Documents:

[Agenda Item 3F.pdf](#)

g. Ordinance: Approve Special Use Permit-1214 W. Park Ave.

Documents:

[Agenda Item 3G.pdf](#)

h. Ordinance: Approve Site Plan Permit-1214 W. Park Ave.

Documents:

[Agenda Item 3H.pdf](#)

i. Ordinance: Approve Variation Of Unimproved Alley

Documents:

[Agenda Item 3I.pdf](#)

j. Ordinance: Declaring Surplus Property

Documents:

[Agenda Item 3J.pdf](#)

k. Ordinance: Declaring Surplus Property

Documents:

[Agenda Item 3K.pdf](#)

l. Approve Use Of Village Property - 12 Oaks Foundation

Documents:

[Agenda Item 3L.pdf](#)

m. Approve Temporary Easement Agreement-Route 45 Lift Station

Documents:

[Agenda Item 3M.pdf](#)

n. Approve Raffle License Request-Advocate Charitable Foundation

Documents:

[Agenda Item 3N.pdf](#)

o. Request To Waive False Alarm Fees-Gold Eagle Liquors

Documents:

Agenda Item 3O.pdf

p.Award Contract For 2016-2017 Parkway Tree Program

Documents:

Agenda Item 3P.pdf

4.Plan Commission Report: Special Use Permit, 520 E. Church St.

Documents:

Agenda Item No. 4.pdf

5.Approve 2016 Audit

Documents:

Agenda Item No. 5.pdf

6.Resolution: Change Order 1 For The Church Street Parking Garage Project

Documents:

Agenda Item No. 6.pdf

7.Approve Professional Services Agreement With The Hezner Corporation-Parking Garage Gateway Arch

Documents:

Agenda Item No. 7.pdf

8.Request Use Of Village Property-MSL Light Up MainStreet

Documents:

Agenda Item No. 8.pdf

9.Award Contract For WWTP Project

Documents:

Agenda Item No. 9.pdf

10.Approve Purchase Of LSC Fitness Center Equipment

Documents:

Agenda Item No. 10.pdf

11.Petitions & Communications

a.Report Of The Parks And Recreation Committee

12.Executive Session-Litigation And Pending Litigation

13.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
August 23, 2016

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

ITEMS NOT ON THE AGENDA

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

OMNIBUS VOTE AGENDA

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

OMNIBUS VOTE AGENDA

- A. Minutes of the August 9, 2016 Meeting
- B. Minutes of the August 9, 2016 Executive Session
- C. Bills for Approval
- D. **ORDINANCE 16-O-82: Declaring Surplus Property**
- E. **RESOLUTION 16-R-31: Change Order for Lake Street Parking Garage Maintenance Project**
- F. Agreement with Lake County Health Department for Animal Control Services
- G. Approve Use of Village Property – LHS Kuz Classic Run/Walk
- H. ARC Report

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. The motion carried on roll call vote as follows:

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

NAYS: None

TEXT AMENDMENT, SPECIAL USE AND SITE PLAN PERMITS, AND VARIATIONS FOR PROPOSED VETERINARY CLINIC – 1214 W. Park Avenue

A. Plan Commission Report

President Wepler introduced a request for approval of a Text Amendment to list Veterinary Services as a Special Use in the O-1 District, and a Special Use Permit and Site Plan Permit to operate at the site. The Plan Commission supported the Text Amendment and a Special Use Permit, but initially expressed concern about traffic patterns due to the site location. During the course of the public hearing, it was discussed that the Illinois Department of Transportation would only allow a right-in/right-out access to Park Avenue if there was also access to Harding Avenue. A no right turn onto Harding Avenue restriction was added to the plans to keep users of the site from cutting through the neighborhood. The Plan Commission recommended approval of the Text

Amendment and Special Use Permit. The Mayor then asked for questions and comments.

Dr. David Luaces explained that he is the owner of Care Animal Hospital located at 1101 W. Park Avenue and Animal Care and Medical Center at 438 W. Peterson Road. His request involved merging the two practices at 1214 W. Park Avenue.

Ms. Ana Draa, a customer of the animal hospital, urged approval of the plan.

Trustee Johnson moved to approve a Text Amendment relating to Veterinary Services in an O-1 District (PC 16-18), and Trustee Adams seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

Trustee Moras moved to approve a Special Use Permit for Veterinary Services in an O-1 District (PC 16-19), and Trustee Justice seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

Trustee Garrity moved to approve the Site Plan Permit (PC16-20), and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

B. Zoning Board of Appeals Report

President Weppler explained that in association with requests before the Plan Commission, the Zoning Board of Appeals heard requests for variations for parking, open space, and parking setback. The proposal would reduce the parking requirement from 28 spaces to 21 spaces, reduce the Perimeter Landscaped Open Space from 10 feet to 5 feet, and reduce the parking setback from 25 feet to 18 feet. The consensus of the ZBA was to support the requests due to the location and configuration of the lot. The Mayor asked for questions and comments.

Trustee Moras moved to approve the Variation for Number of Parking Spaces (ZBA 16-09), and Trustee Adams seconded. The Mayor asked for Board and public comment.

The motion carried on roll call vote as follows:

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

NAYS: None

Trustee Johnson moved to approve the Variation of Perimeter Landscaped Open Space (ZBA 16-10), and Trustee Garrity seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

Trustee Garrity moved to approve the Variation for Setback for Parking (ZBA 16-11), and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

PLAN COMMISSION REPORT: Final Plat of Subdivision, 700-998 E. Park Avenue

President Wepler introduced a Plan Commission report for a Final Plat of Resubdivision to create a two-lot subdivision at 700-998 E. Park Avenue. The subdivision would allow the construction of a proposed car wash at the site. A motion to recommend Village Board approval passed with a vote of 5-0, subject to the conditions attached to the report. The Mayor asked for questions and comments.

Mr. William Zalewski, engineer and agent for the petitioner, was available to answer questions.

Trustee Justice moved to approve the Final Plat of Resubdivision, and Trustee Moras seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

AWARD CONTRACT – WWTP Tuck-pointing and Masonry Repairs

President Wepler reported that eight proposals were received at the bid opening held on August 12, 2016 for the Waste Water Treatment Plant (WWTP) tuck-pointing and masonry repairs project. The proposed work involves removing, repair and replacement of the deteriorated brick on the Control Building and Digester complex. The bids also included an Alternate to provide a finish grout top coating to the block courses on top of the Digester concrete tank wall. Total bids ranged from \$45,810.00 to \$145,925.00.

The WWTP consultant, RHMG Engineers, Inc., and Staff recommended rejecting the low bid from Continental Construction, Inc. due to very poor feedback from their references and bonding capability concerns. It was recommended to award the contract for the WWTP Tuck-pointing and Masonry Repairs Project to Action 1 Construction in the not-to-exceed amount of \$47,925.00, which includes Alternate #1, and authorize execution by the Village Administrator. The Mayor asked for questions and comments. Trustee Johnson stated the importance of completing due diligence with references. She then moved to reject the low bid and award the contract to Action 1 Construction and authorize execution. Trustee Gaines seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

AWARD CONTRACT – WWTP Digester Protective Coating Project

President Wepler explained that the Secondary Digester building brick façade at the Waste Water Treatment Plant (WWTP) is deteriorated to a point that approximately a 20-foot diameter section is missing from the structure. The cause of the failure is due in part to condensation from the inside of the cover dripping between the gap of the brick and concrete wall. When the moisture freezes and expands, it causes the bricks in the wall to blow out. The most cost effective repair is not to just reinstall the brick façade, but rather remove the brick and insulation, seal the gap and then apply a polyuria protective coating and then reinstall the bricks. The protective coating will be placed on the entire exposed surface of the concrete tank, and not just the damaged areas once the face brick is removed.

The Village's WWTP consultant, RHMG Engineers, Inc., completed the design specifications for the project. The bid opening was held on August 12, 2016, and the WWTP consultant and Staff recommended awarding the contract for the WWTP Digester Protective Coating Project to Spectrum Contracting Corp. of Addison, IL in the not-to-exceed amount of \$43,550.00 and authorize execution by the Village Administrator. The Mayor asked for questions and comments.

Trustee Johnson asked for clarification regarding the cost spread disparity in the bids. Director of Public Works Paul Kendzior explained that companies are very busy at this time, and he was confident that Spectrum Contracting Corp. would complete the work satisfactorily.

Trustee Adams moved to award the contract to Spectrum Contracting Corp. and authorize execution, and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

APPROVE PURCHASE – Parks Loader Truck

President Wepler reported that the Fiscal Year 2016-2017 Budget included \$50,000 in the Fleet Services & Replacement Fund for the purchase of a replacement loader tractor (Unit #P122) for the Parks Division. Formal quotes were received from the National Joint Powers Alliance (NJPA) contract holder Kubota Tractor Corporation and Burris Equipment. Burris Equipment is also able to supply aftermarket cab enclosure needed for winter operations for an additional \$8,155.00. Kubota Tractor Corporation could not supply a price quote for an aftermarket cab enclosure at this time.

Administrative Staff recommended that the purchase of the loader tractor be awarded to Burris Equipment in the amount not to exceed \$49,384.00, which includes the aftermarket cab enclosure and is within the budgeted funds. The Mayor asked for questions and comments. The Mayor noted that he would like to use local dealers when possible.

Trustee Johnson moved to award the purchase to Burris Equipment, and Trustee Gaines seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity
NAYS: None

APPROVE PURCHASE – Parks Sand Rake Tractor

President Wepler noted that the Fiscal Year 2016-2017 Budget included \$22,000.00 in the Fleet Services & Replacement Fund for the purchase of a replacement sand rake/tractor for the Parks Division. This piece of equipment will be used for ball field maintenance at the Sports Complex and Odom Field. Formal bids were received from Burris Equipment, Turf Werks, and Horst Distributing. Administrative Staff recommended that the purchase of the sand rake/tractor be awarded to Burris Equipment in an amount not to exceed \$20,637.50. The Mayor asked for questions and comments. Trustee Garrity moved to waive formal bidding and award the purchase to Burris Equipment in a not to exceed amount of \$20,637.50. Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity
NAYS: None

APPROVE PURCHASE – Bulk Rock Salt

President Wepler reported that the Fiscal Year 2016-2017 Snow Removal & Ice Control Budget includes \$169,000 for the purchase of rock salt. The Village has once again participated in the joint bid through the Lake County Division of Transportation. The Village was able to receive unit pricing of \$59.50 per ton for the 2016-2017 season based on our estimated quantity of 2,400 tons. Morton Salt, Inc. was the low bidder. The unit price is also based on an 80% - 120% quantity. Morton also gives the option for 120% - 150% availability at \$64.50 per ton if needed.

The Village is obligated to purchase 80%, which is 1,920 tons and amount to \$114,240.00. If needed, the Village also has the option of purchasing up to 118%, which is 2,840 tons and would amount to \$168,980 and still be within the budgeted funds. Village Staff recommended approval of the contract with Morton Salt, Inc. to purchase the minimum quantity of 1,920 tons and authorize Staff to purchase additional salt up to a maximum of \$169,000 (2,840 tons) included in the budget if needed based upon weather conditions and usage. The Mayor then asked for questions and comments. Trustee Justice asked if the Village has any salt left over. Director Kendzior explained that there is salt stored, the Village would purchase the minimum, and store any remaining salt if necessary. He added that the Village has price benefits due to location. Trustee Garrity moved to authorize the purchase of bulk rock salt, and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Gaines, Justice, Adams, and Garrity
NAYS: None

AUTHORIZE AMENDMENT TO CLARKE PROFESSIONAL SERVICES AGREEMENT

President Wepler explained that in April 2016, the Village entered into a Professional Services Agreement contract with Clarke and there is the necessity of a fourth treatment given three positive West Nile Virus mosquito samples at the Old School Forest Preserve. The Professional Services Agreement provides a price of \$6,300 for any additional adult spray treatment, and the Mayor and Village Administrator recommended that the Village Board authorize one additional treatment at a cost not to exceed \$6,300 if needed based on additional samples and weather conditions over the next several weeks. The Mayor asked for questions and comments.

Trustee Moras moved to amend the Professional Services Agreement with Clarke and authorize an additional adult mosquito spray application. Trustee Adams seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

ORDINANCE 16-O-83: Authorize a Real Estate Agreement with First Presbyterian Church

President Wepler asked Trustee Johnson to act as President Pro Tem for the issue due to his property ownership in the TIF District. President Pro Tem Johnson explained that in connection with the construction of the new Church Street Parking Garage, Village Staff has negotiated an agreement with the First Presbyterian Church of Libertyville to acquire an eight-foot-wide parcel of land from the church which will allow for a widening of the existing access from Maple Avenue to the property upon which the garage will be located. The ordinance approves the purchase of the parcel as well as the real estate contract. The total purchase price for the parcel is \$35,000, which will be funded out of the Tax Increment Financing (TIF) Budget. In addition to the purchase price, the real estate contract requires the Village to pay all closing costs relating to the transaction. The closing is scheduled for September 30, 2016. President Pro Tem Johnson asked for questions and comments. Administrator Bowens explained that the closing costs were pre-approved by the Board and covered in the TIF Funds.

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

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

NAYS: None

PETITIONS AND COMMUNICATIONS

- Report of the License and Permits Committee – Exemption for Downtown Parking

Chairman Justice explained that the License and Permits Committee had reviewed a proposal to study the exemption for parking for existing structures in the C-1 Downtown

Core Commercial District. The current code does not require parking for a change in use or land use intensity in the C-1 District. The Committee voted to recommend that the issue be studied to determine if the exemption should be limited to the first floor commercial spaces in structures that were in existence at the initial adoption of the Zoning Code in 1925. Staff would research the issue, solicit input from the Village Board, Commissions, and downtown property owners, and then hold a public hearing before the Plan Commission for a formal recommendation.

President Wepler announced the following:

- The Village Hall and all non-emergency Village offices will be closed on Monday, September 5, 2016 for the Labor Day Holiday
- The Historic Preservation Commission will meet at 4:00 p.m. on Tuesday, September 6, 2016
- The Parks and Recreation Committee and Advisory Commission will meet at 6:00 p.m. on Tuesday, September 6, 2016
- The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, September 12, 2016
- The Water and Sewer Committee will meet at 7:00 p.m. on Tuesday, September 13, 2016
- The Village Board will meet at 8:00 p.m. on Tuesday, September 13, 2016

The Mayor welcomed Boy Scout Sean Devaney representing Troop 71.

The Board discussed recognizing Laura Zeng on her outstanding performance at the 2016 Rio Olympics.

ADJOURNMENT

With no further business, Trustee Johnson moved to adjourn at 8:45 p.m., Trustee Adams seconded, and the motion carried on a unanimous voice vote.

Respectfully submitted,

Sally A. Kowal
Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Patrice Sutton, Director of Finance

Summary of Funds

General Fund	\$212,984.41
Capital Improvement Fund	38,416.34
Commuter Parking Fund	2,913.10
Concord Special Service Area	1,970.95
Emergency Telephone System 911	2,278.40
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	4,926.55
General Bond & Interest	0.00
Hotel/Motel Tax Fund	1,929.31
Libertyville Sports/Comp	59,980.28
Motor Fuel Tax Fund	0.00
Northwest Water/Sewer Fund	0.00
Park Improvement Fund	3,135.00
Police Pension Fund	2,369.44
Public Building Improvement Fund	0.00
Road Improvement	272,727.07
Sales Tax Bond Fund	0.00
Tax Increment Finance District	715,430.20
Technology Equipment/Replacement Service Fund	10,055.53
Timber Creek Special Service Area	3,255.20
Utility Fund	328,524.57
Vehicle Maintenance/Replacement Fund	24,603.71
Total - Accounts Payable	\$1,685,500.06
Total - Payroll 8/20/16	\$759,445.84
Grand Total	\$2,444,945.90

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on September 13, 2016 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Wepler, Mayor

Attest:

Sally A. Kowal, Village Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0000 GENERAL					
01-0000-0-155000	POSTAGE HOLDING A/C	NEOFUNDS BY NEOPOST	POSTAGE ACCT #7900044062146018	1,000.00	
01-0000-0-450000	BB-16-0083 - PB-16-0274	AC HOME DESIGNS	BD Bond Refund	500.00	
01-0000-0-450000	BB-16-0021 - PB-16-0073	BUILDERS LAND	BD Bond Refund	1,500.00	
01-0000-0-450000	BEP-16-0009 - PENG-16-0077	DESAI, SURESH M	BD Bond Refund	250.00	
01-0000-0-450000	BB-16-0029 - PB-16-0080	DOCTOR, ANTHONY & JANA	BD Bond Refund	500.00	
01-0000-0-450000	BEP-16-0008 - PENG-16-0066	ELDRIDGE, RUSS & MARLIES	BD Bond Refund	250.00	
01-0000-0-450000	BB-16-0086 - PB-16-0279	FOLKROD, ROBERT K	BD Bond Refund	500.00	
01-0000-0-450000	BB-16-0096 - PB-16-0101	GREAT ROOMS DESIGNERS &	BD Bond Refund	500.00	
01-0000-0-450000	BERC-14-0021 - PSD-14-0015	HEIMERT, A MICHAEL & RAN	BD Bond Refund	5,000.00	
01-0000-0-450000	BB-16-0032 - PB-16-0084	IDEA DESIGN/BUILD	BD Bond Refund	500.00	
01-0000-0-450000	BB-13-0242 - PD-13-0043	KRAUS, KIMBERLY	BD Bond Refund	1,000.00	
01-0000-0-450000	BEP-15-0023 - PENG-15-0162	LORENZ CONCRETE LLC	BD Bond Refund	250.00	
01-0000-0-450000	BB-16-0107 - PB-16-0363	MILWAUKEE TRACE/TACO	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-15-0225 - PB-15-0709	MODERN CONTRACTORS INC	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-15-0116 - PB-15-0335	PHOENIX INSURANCE	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-16-0084 - PB-16-0278	REVEAL GROUP	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-16-0005 - PB-16-0011	ROBERTS CONSTRUCTION MAN	BD Bond Refund	500.00	
01-0000-0-450000	BB-16-0126 - PB-16-0444	SZABO, ANDREW C	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-15-0183 - PB-15-0529	TECHNOLOGY CONSULTING	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-16-0033 - PB-16-0086	VALADEZ, DANIEL L.	BD Bond Refund	500.00	
01-0000-5-643000	AMBULANCE FEES	RICKEL, DANIELLE	REFUND /AMBULANCE BILLING OVRPYMT	41.08	
01-0000-5-659000	ALARM FEES	FIRE & SECURITY SYSTEMS, ALARM FEES	12/14--6/15/16	4,170.62	
Total For Dept 0000 GENERAL				25,961.70	
Dept 0100 ADMINISTRATION/FINANCE					
01-0100-3-728000	TECHNICAL SERVICES	TIMOTHY W SHARPE	ACTUARIAL VALUATION / POLICE & FIRE P	5,800.00	
01-0100-5-722000	POSTAGE	MAILFINANCE	POSTAGE MACHINE LEASE 6/22/16--9/16/	516.00	
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE	390.36	
Total For Dept 0100 ADMINISTRATION/FINANCE				6,706.36	
Dept 0201 ENGINEERING					
01-0201-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	WIRELESS PRESENTER	44.39	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE	110.94	
01-0201-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	59.96	
Total For Dept 0201 ENGINEERING				215.29	
Dept 0203 STREETS					
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS OCT2016	11,200.00	
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	134.36	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 8/16	3,298.76	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 8/16	51.24	
01-0203-4-707000	STREETLIGHT ENERGY	DYNEGY ENERGY SERVICES	SERVICE 8/16	3,861.15	
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	81.62	
01-0203-5-706000	MATERIALS AND SUPPLIES	BLACKBURN MANUFACTURING	LOCATING FLAGS	159.78	
01-0203-5-706000	MATERIALS AND SUPPLIES	BUCK BROS. INC	GAS SAW BLADE	559.90	
01-0203-5-706000	MATERIALS AND SUPPLIES	HOME DEPOT CREDIT SERVIC	TOOLS & CLEANING SUPPLIES	156.69	
01-0203-5-706000	MATERIALS AND SUPPLIES	MCCANN INDUSTRIES, INC	SIDEWALK STAKES	64.28	
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS - GURNEE	SIDEWALK FORMS	156.08	
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS - GURNEE	SIDEWALK FORMING BOARDS	74.87	
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	APWA - LAKE BRANCH	4 REGISTRATION FEES / DEICING WORKSHO	140.00	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	130.46	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREETLIGHT MAINT 7/16	2,565.97	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREETLIGHT MAINT / 1019 LIBERTY BELL	1,192.44	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0203 STREETS					
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREETLIGHT REPAIR / MILW & REDTOP	355.62	
01-0203-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	1,380.00	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	BUHRMAN DESIGN GROUP INC	ADDTL LAWN SERVICE 8/16	501.75	
01-0203-7-713000	MOWING & LANDSCAPING	BUHRMAN DESIGN GROUP INC	MOWING AND LANDSCAPING 8/16	1,701.58	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	SITE ONE LANDSCAPE SUPPL	DOWNTOWN IRRIGATION PARTS	50.12	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LESTER'S MATERIAL SERVIC	TOP SOIL	136.21	
01-0203-7-717000	MAINTENANCE SIDEWALKS	GREEN DREAM IRRIGATION	IRRIGATION SYSTEM REPAIR / 816 INTERL	95.00	
01-0203-7-718000	SS ENCLOSURE W/CONTROLS	TLC CONTROLS INC	SW DRAINAGE CONTROL CABINET	10,060.00	
01-0203-7-718000	SHIPPING	TLC CONTROLS INC	SW DRAINAGE CONTROL CABINET	116.00	
01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	VILLAGE OF VERNON HILLS	TRAFFIC SIGNAL MAINT APR -JUN2016	1,170.00	
		Total For Dept 0203 STREETS		39,393.88	
Dept 0205 REFUSE & RECYCLING					
01-0205-2-720000	INSURANCE	MCE FRINGE BENEFITS	PW UNION MED/DENTAL INS OCT2016	1,600.00	
01-0205-3-728000	CONTRACTUAL SERVICES	TKG ENVIRONMENTAL SERVIC	STREET SWEEPING	5,220.48	
		Total For Dept 0205 REFUSE & RECYCLING		6,820.48	
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	
01-0301-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	59.96	
		Total For Dept 0301 PLANNING DIVISION		342.43	
Dept 0302 BUILDING SERVICES					
01-0302-3-728000	TECHNICAL SERVICES	POPIOLEK ELECTRIC	ELECTRICAL INSPECTIONS	440.00	
01-0302-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	59.96	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / 127,131 7 201 STEWART AVE	568.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / 127,131 & 201 S STEWART	1,278.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / AUTO EXPO	852.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / AUTO EXPO	1,846.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / PARKING LOT IMPROVMENT	568.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / PERMITS-- LIBERTY AUTOCITY	1,775.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / PERMITS - LIBERTY AUTOCIT	497.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / PERMITS, MTG - 801 S MILW	923.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	ENG SERV / COM ED STG FACILITY	426.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH	TRAFFIC ENG SERVICES / STEWART AVE TO	835.80	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH	TRAFFIC ENG SERV / AUTO EXPRESS	282.80	
01-0302-5-799000	MISCELLANEOUS	AMERICAN OUTFITTERS LTD	LIBERTYVILLE LOGO SHIRTS	376.70	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE	110.95	
		Total For Dept 0302 BUILDING SERVICES		10,839.21	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-2-720000	INSURANCE	ANDERSON, STEVE	PSEBA MEDICAL INSURANCE REIMBURSEMENT	215.55	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 8/16	7.21	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 8/16	7.72	
01-0501-3-705000	CONTRACTUAL SERVICES	GATSO USA	RED LIGHT CAMERA PROGRAM 8/16	5,430.00	
01-0501-3-705000	CONTRACTUAL SERVICES	GOMEZ, RUBEN	REFUND/ADMINISTRATIVE TOW FEE	500.00	
01-0501-4-710000	TELEPHONE	AT&T	SERVICE 7/16	119.41	
01-0501-4-710000	TELEPHONE	AT&T	SERVICE 7/16	162.73	
01-0501-5-706000	MATERIALS AND SUPPLIES	AWARDS AND ENGRAVING	PLAQUE & ENGRAVING	84.50	
01-0501-5-706000	SYMPATHY CARDS	PETTY CASH GENERAL	REPLENISH PETTY CASH	4.24	
01-0501-5-706000	PRISONER MEAL	PETTY CASH GENERAL	REPLENISH PETTY CASH	4.79	
01-0501-5-706000	RETIREMENT/ANNIVERSARY REFRESHM	PETTY CASH GENERAL	REPLENISH PETTY CASH	34.65	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	58.93	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	4.15	
01-0501-5-723000	OFFICE SUPPLIES	CDW GOVERNMENT, INC	TONER CARTRIDGE	325.94	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTHWEST POLICE ACADEMY	2016/17 DEPT MEMBERSHIP	50.00	
01-0501-5-726000	RADIO NETWORK MTG	PETTY CASH GENERAL	REPLENISH PETTY CASH	30.00	
01-0501-5-726000	CHIEF'S LUNCHEON	PETTY CASH GENERAL	REPLENISH PETTY CASH	60.00	
01-0501-5-726000	ETSB MTG REFRESHMENTS	PETTY CASH GENERAL	REPLENISH PETTY CASH	9.63	
01-0501-5-752000	UNIFORMS	ENTENMANN-ROVIN CO	BADGE REFORBISHMENT/NUMBER CHANGES	132.75	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / DANIEL	209.85	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / DANIEL	105.86	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / DREYER	198.97	
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC		7,756.88	
Dept 0502 POLICE PATROL					
01-0502-3-705000	TOBACCO COMPLIANCE CHECK	PETTY CASH GENERAL	REPLENISH PETTY CASH	10.00	
01-0502-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	110.96	
01-0502-5-706000	MATERIALS AND SUPPLIES	BROWNELLS, INC	WEAPONS MAINTENANCE PARTS	517.41	
01-0502-5-706000	MATERIALS AND SUPPLIES	EMERGENCY MEDICAL PRODUC	HAND CLEANER	141.45	
01-0502-5-706000	MATERIALS AND SUPPLIES	STREICHER'S	RETURN /	(168.00)	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	TRAINING CLS 7/29	125.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PEELER, DONALD SCOTT	REIMBURSE / TRAINING CLS MEALS 8/22-2	115.10	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PLETCHER, BRIAN	REIMBURSE / TRAINING CLS - MEALS	45.21	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / PETERSEN	291.34	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM RETURN/ CAMILLO	(252.00)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / BELL	209.85	
01-0502-5-752000	UNIFORMS	STREICHER'S	UNIFORM BELT	39.99	
01-0502-7-715000	MAINTENANCE AGREEMENT - LIVESCA	CROSS MATCH TECHNOLOGIES	MAINTENANCE AGREEMENT - LIVSCAN SYST	2,138.80	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	DP SYSTEMS, INC	AIR FILTERS FOR RANGE	65.64	
		Total For Dept 0502 POLICE PATROL		3,390.75	
Dept 0504 POLICE-PUBLIC EDUCATION					
01-0504-5-706000	MATERIALS AND SUPPLIES	CREATIVE SERVICES	PUBLIC ED MATERIALS / JR POLICE BADGE	266.95	
01-0504-5-706000	MATERIALS AND SUPPLIES	POSITIVE PROMOTIONS	PUBLIC ED MATERIALS / JR POLICE BADGE	219.00	
01-0504-5-706000	MATERIALS AND SUPPLIES	Z-ROSE PRODUCTIONS	PUBLIC EDUCATION GIVEAWAYS	1,049.62	
		Total For Dept 0504 POLICE-PUBLIC EDUCATION		1,535.57	
Dept 0505 POLICE-COMMUNITY SERVICES					
01-0505-3-751000	ANIMAL CARE	LAKE COUNTY ANIMAL CARE	ANIMAL CONTROL	40.00	
		Total For Dept 0505 POLICE-COMMUNITY SERVICES		40.00	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	197.56	
01-0601-5-726000	1 YEAR SERVICE AGREEMENT	COUNTRYSIDE FIRE PROTECT	POLYCOM PRIME CALL 1 YEAR SERVICE AGR	1,000.00	
01-0601-5-799000	DEPARTMENT PICTURES	PETTY CASH GENERAL	REPLENISH PETTY CASH	45.55	
01-0601-5-799000	DEPT PICTURES	PETTY CASH GENERAL	REPLENISH PETTY CASH	1.06	
01-0601-5-799000	CARDS	PETTY CASH GENERAL	REPLENISH PETTY CASH	5.50	
		Total For Dept 0601 FIRE-ADMINISTRATION		1,249.67	
Dept 0602 FIRE PREVENTION					
01-0602-5-724000	PUBLIC EDUCATION	ACE HARDWARE	MISC HARDWARE & SUPPLIES	5.99	
01-0602-5-724000	PUBLIC EDUCATION	PROMOS 911 INC	FIREFIGHTER PEN	313.15	
01-0602-5-726000	1 YEAR SERVICE AGREEMENT	COUNTRYSIDE FIRE PROTECT	POLYCOM PRIME CALL 1 YEAR SERVICE AGR	1,000.00	

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Fund 01 GENERAL FUND
 Dept 0602 FIRE PREVENTION

Dept	Invoice Line	Description	Amount	Check #
Dept 0603	0603-5-726000	FIRE-EMERGENCY SERVICES		
01-0603	5-707000	FIREFIGHTER SUPPLIES	445.00	
01-0603	5-707000	FIREFIGHTER SUPPLIES	59.43	
01-0603	5-707000	FIREFIGHTER SUPPLIES	100.00	
01-0603	5-707000	FIREFIGHTER SUPPLIES	221.25	
01-0603	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	385.00	
01-0603	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	300.00	
01-0603	5-726000	1 YEAR SERVICE AGREEMENT	4,765.69	
01-0603	5-726000	POLICE&FIRE OFFICER JIONT MTG	27.42	
01-0603	5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	117.95	
01-0603	5-799000	LUNCH /LK GENVA FIRE DEPT (APPA	65.00	
Total For Dept 0602 FIRE PREVENTION			1,319.14	

Dept	Invoice Line	Description	Amount	Check #
Dept 0604	0604-5-706000	FIRE-SUPPORT SERVICES		
01-0604	5-706000	MATERIALS AND SUPPLIES	477.18	
01-0604	5-706000	DISCOUNT	(35.97)	
01-0604	5-706000	ST1 AIR COMPRESSOR SUPPLIES	12.05	
01-0604	5-706000	ST1 LIGHT BULBS FOR APPARATUS B	137.70	
01-0604	5-706000	ELECTRIC SUPPLIES	57.00	
01-0604	5-706000	CIRCUIT BREAKER FOR ST1 AIR COM	24.61	
01-0604	5-706000	MATERIALS AND SUPPLIES	123.23	
01-0604	5-706000	MATERIALS AND SUPPLIES	100.97	
01-0604	5-706000	COFFEE FILTERS	25.23	
01-0604	5-706000	MATERIALS AND SUPPLIES	447.59	
01-0604	5-707000	FIREFIGHTER SUPPLIES	730.49	
01-0604	5-707000	FIREFIGHTER SUPPLIES	318.00	
01-0604	5-707000	FIREFIGHTER SUPPLIES	245.10	
01-0604	5-707000	FIREFIGHTER SUPPLIES	146.70	
01-0604	5-752000	UNIFORMS	99.90	
01-0604	5-752000	UNIFORMS	158.50	
01-0604	5-752000	UNIFORMS	174.85	
01-0604	7-712000	ST 1 BAY DOOR REPAIR	640.00	
01-0604	7-712000	ST1 GENERATOR MAINTENANCE	518.00	
01-0604	7-712000	ST2 GENERATOR MAINTENANCE	497.00	
01-0604	7-712000	ST3 GENERATOR MAINTENANCE	529.00	
01-0604	7-712000	MAINTENANCE BUILDINGS	119.00	
01-0604	7-712000	MAINTENANCE BUILDINGS	446.00	
01-0604	7-715000	MAINTENANCE OTHER EQUIPMENT	1,685.00	
01-0604	7-715000	MAINTENANCE OTHER EQUIPMENT	161.25	
01-0604	7-715000	COMPUTERIZED AIR MASK FLOWTEST	3,575.00	
01-0604	7-715000	HOSE ASSEMBLY QUICK FILLS	329.80	
01-0604	7-715000	MAINTENANCE OTHER EQUIPMENT	81.60	
01-0604	7-715000	SEAL CONTAMINATION	38.25	
01-0604	7-715000	CLEAR COMMAND BRACKET KIT	137.70	
01-0604	7-715000	COVER HOUSING	25.50	
01-0604	7-715000	2ND STAGE SCREEN	12.75	
01-0604	7-715000	FIRE HAWK VALVE REPLACEMENT	177.65	
01-0604	7-715000	O-RING SILICONE	74.80	
01-0604	7-715000	VALVE ASSEMBLY	147.05	
01-0604	7-715000	HOUSING REPLACEMENT	93.50	
01-0604	7-715000	STRAPS	119.00	

Dept	Invoice Line	Description	Amount	Check #
Dept 0603	0603-5-706000	FIRE-EMERGENCY SERVICES		
01-0603	5-706000	MISC HARDWARE & SUPPLIES	477.18	
01-0603	5-706000	MISC HARDWARE & SUPPLIES	(35.97)	
01-0603	5-706000	ST1 AIR COMPRESSOR SUPPLIES	12.05	
01-0603	5-706000	ST 1 LIGHT BULBS FOR APPARATUS BAY	137.70	
01-0603	5-706000	ELEC SUPPLIES / STN#1	57.00	
01-0603	5-706000	ELEC SUPPLIES / STN#1	24.61	
01-0603	5-706000	AIR COMPRESSOR HOSE	123.23	
01-0603	5-706000	AIR COMPRESSOR REGULATOR	100.97	
01-0603	5-706000	REPLENISH PETTY CASH	25.23	
01-0603	5-706000	VEHICLE WASH	447.59	
01-0603	5-706000	TURNOUT GEAR REPAIRS	730.49	
01-0603	5-706000	2 STREAMLIGHT CHARGERS	318.00	
01-0603	5-706000	TURNOUT GEAR ESCAPE PACKS	245.10	
01-0603	5-706000	TURNOUT GEAR EQUIPMENT	146.70	
01-0603	5-706000	UNIFORMS / CONNER, B	99.90	
01-0603	5-706000	UNIFORMS / HUBBARD	158.50	
01-0603	5-706000	UNIFORMS / YARC	174.85	
01-0603	5-706000	REPAIR DOORS / FIRE ST #1	640.00	
01-0603	5-706000	GENERATOR MAINT	518.00	
01-0603	5-706000	GENERATOR MAINT	497.00	
01-0603	5-706000	GENERATOR MAINT	529.00	
01-0603	5-706000	ELEVATOR MAINT 9/16	119.00	
01-0603	5-706000	ICE MACHINE REPAIR STN#1	446.00	
01-0603	5-706000	PREVENTATIVE MAINTENANCE FOR HURST EQ	1,685.00	
01-0603	5-706000	O2 SENSOR TEST	161.25	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	3,575.00	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	329.80	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	81.60	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	38.25	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	137.70	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	25.50	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	12.75	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	177.65	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	74.80	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	147.05	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	93.50	
01-0603	5-706000	ANNUAL AIR MASK TEST - SEE INV #11514	119.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-7-715000	BODY BYPASS	AIR ONE EQUIPMENT, INC	ANNUAL AIR MASK TEST - SEE INV #11514	22.10	
01-0604-7-715000	SOLID COVER	AIR ONE EQUIPMENT, INC	ANNUAL AIR MASK TEST - SEE INV #11514	80.75	
01-0604-7-715000	AUDILARM MAINTENANCE KIT	AIR ONE EQUIPMENT, INC	ANNUAL AIR MASK TEST - SEE INV #11514	22.95	
01-0604-7-715000	BRACKETY ASSEMBLY MOUNT	AIR ONE EQUIPMENT, INC	ANNUAL AIR MASK TEST - SEE INV #11514	64.60	
Total For Dept 0604 FIRE-SUPPORT SERVICES				12,841.38	
Dept 0701 PARKS					
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS OCT2016	9,200.00	
01-0701-3-705000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	323.57	
01-0701-3-705000	CONTRACTUAL SERVICES	CLARKE AQUATIC SERVICES	2016-17 POND WEED AND ALGAE CONTROL	600.00	
01-0701-3-705000	CONTRACTUAL SERVICES	CLARKE AQUATIC SERVICES	2016-17 POND WEED AND ALGAE CONTROL	1,867.50	
01-0701-3-705000	CONTRACTUAL SERVICES	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 8/16	417.00	
01-0701-3-705000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16	472.30	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	33.26	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	132.51	
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	97.05	
01-0701-5-706000	MATERIALS AND SUPPLIES	NORTHERN METALWORK INC	BUTLER LAKE SEA WALL REPAIR	875.00	
01-0701-5-706000	MATERIALS AND SUPPLIES	NUTOYS LEISURE PRODUCTS	REPAIR MATERIAL FOR DECK	70.00	
01-0701-5-706000	MATERIALS AND SUPPLIES	ZEP SALES & SERVICE	PARK MAINTENANCE SHOP SUPPLIES	281.01	
01-0701-5-711000	GASOLINE AND OIL	GROWER EQUIPMENT & SUPPL	GAS CAP / OIL	32.85	
01-0701-5-728000	TREE SURGERY AND SPRAYING	KINNUCAN CO.	EVERGREEN FUNGICIDE APPLICATIONS	125.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-752000	UNIFORMS	RED WING SHOES	BOOTS-MOESER	150.00	
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE	MISC HARDWARE & SUPPLIES	51.96	
01-0701-7-712000	MAINTENANCE BUILDING	CAHILL HEATING & A/C	A/C REPAIR	167.50	
01-0701-7-712000	TRANE FURNACE MODEL # TUH1D100A	CAHILL HEATING & A/C	REPLACE FURNACE AC UNIT AT PARKS MAIN	2,640.00	
01-0701-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	8,012.15	
01-0701-7-713000	PLAYGROUND MULCH AND INSTALLATI	CEDAR VALLEY EXPRESS BLO	PLAYGROUND MULCH AND BLOW IN SERVICE	780.00	
01-0701-7-713000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16	1,613.00	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	DeROSE TIRE & AUTO	TIRES / TORO CM3280	142.00	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	GROWER EQUIPMENT & SUPPL	GAS CAP / OIL	12.50	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	J.W.TURF, INC	EQUIPMENT REPAIR PARTS	238.74	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	STEWART & STEVENSON FDDA	EQUIPMENT PARTS	191.50	
Total For Dept 0701 PARKS				28,622.40	
Dept 0702 RECREATION					
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	1,460.48	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	34.39	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	33.92	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB/ PRESCHOOL SUPPLIES	55.80	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB/ PRESCHOOL SUPPLIES	60.73	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	MENARDS - GURNEE	UTILITY MATS	23.40	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE	104.96	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	ACE HARDWARE	MISC HARDWARE & SUPPLIES	43.94	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	ALBERTSONS	MISC KITCHEN, CONCESSION SUPPLIES	30.90	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	FLORELLI GRAPHICS & PRIN	DAY CAMP NEWSLETTERS WK#10	96.00	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	520.70	
01-0702-5-723000	OFFICE SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	12.99	
01-0702-5-750000	REFUNDS	HERBERT NELSON	REFUND/SR TRIP CANCELLED	15.00	
01-0702-7-712000	MAINTENANCE BUILDING	BATTERIES PLUS LLC	BATTERY	12.95	
01-0702-7-712000	MAINTENANCE BUILDING	CAHILL HEATING & A/C	A/C REPAIR	351.00	

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 Vendor Invoice Description

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Fund 01 GENERAL FUND

Dept 0702 RECREATION

MAINTENANCE BUILDING
 MAINTENANCE BUILDING
 MAINTENANCE BUILDING

ECO CLEAN MAINTENANCE, I JANITORIAL SERVICE 8/16
 MGN LOCK-KEY & SAFES, IN LOCK CYLINDER / LABOR - KEY & MASTER
 ORKIN PEST CONTROL

1,150.00
 165.00
 74.49

Total For Dept 0702 RECREATION

4,246.65

Dept 0703 SWIMMING POOL OPERATIONS

ELECTRICITY
 ELECTRICITY
 NORTH SHORE GAS
 SUPPLIES - SWIM LESSONS
 MATERIALS AND SUPPLIES
 MATERIALS AND SUPPLIES
 OFFICE SUPPLIES
 OFFICE SUPPLIES
 CONCESSION EXPENSE
 MAINTENANCE BUILDING
 MAINTENANCE BUILDING
 MAINTENANCE BUILDING
 MAINTENANCE POOLS
 MAINTENANCE POOLS
 MAINTENANCE POOLS
 LIQUID BLEACH

COMMONWEALTH EDISON CO SERVICE 7/16
 DYNEGY ENERGY SERVICES SERVICE 8/16
 NORTH SHORE GAS CO SERVICE 7/16
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION & OFFICE SUP
 ACE HARDWARE MISC HARDWARE & SUPPLIES 4.47
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION & OFFICE SUP
 UNITED PARCEL SERVICE SHIPPING
 UNITED PARCEL SERVICE SHIPPING (46.58)
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION & OFFICE SUP 1,564.69
 ACE HARDWARE MISC HARDWARE & SUPPLIES 13.86
 ECO CLEAN MAINTENANCE, I JANITORIAL SERVICE 8/16 117.00
 ORKIN PEST CONTROL 87.78
 ORKIN PEST CONTROL 87.78
 WORLD SECURITY & CONTROL ALARM PANEL REPAIR / ADLER POOL 125.00
 AIRGAS USA, LLC CARBON DIOXIDE 348.93
 AIRGAS USA, LLC CARBON DIOXIDE 348.93
 HALOGEN SUPPLY CO INC POOL CHEMICALS 436.45
 UNIVAR USA INC LIQUID BLEACH 419.50

67.43
 3,489.54
 37.62
 84.43
 4.47
 219.22
 100.29
 (46.58)
 1,564.69
 13.86
 117.00
 87.78
 87.78
 125.00
 348.93
 348.93
 436.45
 419.50

Total For Dept 0703 SWIMMING POOL OPERATIONS

7,506.34

Dept 0704 LIBERTYVILLE GOLF COURSE

MAINTENANCE GROUNDS

BUHRMAN DESIGN GROUP INC RIVERSIDE GOLF COURSE MOWING 8/16

1,447.50

Total For Dept 0704 LIBERTYVILLE GOLF COURSE

1,447.50

Dept 0705 SENIOR PROGRAMS

CONTRACTUAL SERVICES
 PROGRAM MATERIALS AND SUPPLIES
 PROGRAM MATERIALS AND SUPPLIES
 PROGRAM MATERIALS AND SUPPLIES
 SENIOR TRIPS

CAFE POMIGLIANO SENIOR DINER CATERING 50.00
 CAFE POMIGLIANO SENIOR DINER CATERING 65.00
 CATERED PRODUCTIONS SENIOR DINER CATERING 390.00
 FODRAK'S SENIOR DINER CATERING 162.50
 FODRAK'S SENIOR DINER CATERING 60.00
 FODRAK'S SENIOR DINER CATERING 72.00
 FODRAK'S SENIOR DINER CATERING 60.00
 FODRAK'S SENIOR DINER CATERING 60.00
 FODRAK'S SENIOR DINER CATERING 72.00
 FODRAK'S SENIOR DINER CATERING 96.00
 ALBERTSONS MISC KITCHEN, CONCESSION SUPPLIES 123.81
 RON BARRON ENTERTAINMENT/ B/DAY BASH 9/12/16 180.00
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION & OFFICE SUP 113.33
 MARRIOTT'S LINCOLNSHIRE SR TRIP / THEATRE TICKETS 10/5/16 875.00

50.00
 65.00
 390.00
 162.50
 60.00
 72.00
 60.00
 60.00
 72.00
 96.00
 123.81
 180.00
 113.33
 875.00

Total For Dept 0705 SENIOR PROGRAMS

2,379.64

Dept 1200 LEGISLATIVE BDS & COMMITTEES

TECHNICAL SERVICE
 TECHNICAL SERVICE
 BD OF POLICE & FIRE/TIPS 6/23,

PADDOCK PUBLICATIONS, IN PUBLIC NOTICE 96.60
 PADDOCK PUBLICATIONS, IN PUBLIC NOTICE 109.25
 PETTY CASH GENERAL REPLENISH PETTY CASH 12.00

96.60
 109.25
 12.00

Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES

217.85

JOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	SWANSON, MARTIN & BELL,	LEGAL SERVICE 7/16	19,276.50	
01-1300-3-776000	VILLAGE ATTORNEY / ARCHDIOCESE	SWANSON, MARTIN & BELL,	LEGAL SERVICE 7/16	320.00	
01-1300-3-776000	VILLAGE ATTORNEY / 154 SCHOOL S	SWANSON, MARTIN & BELL,	LEGAL SERVICE 7/16	340.00	
01-1300-3-776000	VILLAGE ATTORNEY / TRIMM/SWANSON	SWANSON, MARTIN & BELL,	LEGAL SERVICE 7/16	500.00	
01-1300-3-776000	VILLAGE ATTORNEY / KENLOCH PROPE	SWANSON, MARTIN & BELL,	LEGAL SERVICE 7/16	74.00	
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICE 7/16	4,831.25	
01-1300-3-779000	LITIGATION / BCS	SWANSON, MARTIN & BELL,	LEGAL SERVICE 7/16	185.00	
01-1300-3-781000	ADMINISTRATIVE ADJUDICATOR	HENRY TONIGAN	ADJUDICATION SERVICE JULY & AUGUST 2	850.00	
Total For Dept 1300 LEGAL				26,376.75	
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-7-712000	MAINTENANCE BUILDING	ACE HARDWARE	MISC HARDWARE & SUPPLIES	10.48	
01-1500-7-712000	MAINTENANCE BUILDING	CENTURY ELECTRICAL SUPPL	BALLASTS / PKG GARAGE	129.88	
01-1500-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 9/16	229.00	
01-1500-7-712000	MAINTENANCE BUILDING	HOME DEPOT CREDIT SERVIC	TOOLS & CLEANING SUPPLIES	53.94	
01-1500-7-713000	MAINTENANCE PARKING LOTS	ACE OF SPRAY, LLC	PRESSURE WASH TRASH CORRALS	375.00	
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 8/16	408.00	
Total For Dept 1500 CENTRAL BUSINESS DST PARKING				1,472.01	
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-3-750000	DIAL-A-RIDE	PACE	DIAL-A-RIDE JUNE 2016	504.34	
01-1600-5-761000	SPECIAL EVENTS	KRUEGER PYROTECHNICS & F	FIREWORKS DISPLAY 7/4/16	15,000.00	
Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES				15,504.34	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	37.73	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 9/16	119.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ACE HARDWARE	MISC HARDWARE & SUPPLIES	38.72	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 9/16	116.00	
Total For Dept 1700 PUBLIC BUILDINGS				311.45	
Total For Fund 01 GENERAL FUND				212,984.41	
Fund 02 CONCORD SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
02-0000-0-780000	RETENTION POND MAINT	CLARKE AQUATIC SERVICES	2016-17 POND WEED AND ALGAE CONTROL	600.00	
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 8/16	166.65	
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 8/16	729.30	
Total For Dept 0000 GENERAL				1,970.95	
Total For Fund 02 CONCORD SPECIAL SERVICE AREA				1,970.95	
Fund 03 EMERGENCY TELEPHONE SYSTEM 911					
Dept 0000 GENERAL					
03-0000-3-705000	CONTRACTUAL SERVICES	ADVANCED BUSINESS NETWORK	T-1 LINE	314.76	
03-0000-3-705000	CONTRACTUAL SERVICES	VERIZON WIRELESS	SERVICE 7/9--8/8/16	1,022.66	
03-0000-3-705000	CONTRACTUAL SERVICES	VERIZON WIRELESS	SERVICE 5/9--6/16	132.58	
03-0000-4-710000	TELEPHONE	ADVANCED BUSINESS NETWORK	T-1 LINES	808.40	
Total For Dept 0000 GENERAL				2,278.40	
Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911				2,278.40	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 05 FOREIGN FIRE INSURANCE TAX				
Dept 0000 GENERAL				
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	RESCUE DIRECT, INC	HIGH ANGLE EQUIPMENT	429.05
05-0000-0-790000	ZOLL AUTOPULSE SYSTEM (SPLIT CO	ZOLL MEDICAL CORPORATION	ZOLL AUTOPULSE	4,497.50
		Total For Dept 0000 GENERAL		4,926.55
Fund 06 TIM/CREEK SPECIAL SERVICE AREA				
Dept 0000 GENERAL				
06-0000-0-780000	RETENTION POND MAINT	CLARKE AQUATIC SERVICES	2016-17 POND WEED AND ALGAE CONTROL	1,495.00
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 8/16	520.20
06-0000-0-799000	MISCELLANEOUS	CLEAN CUT TREE SERVICE	TREE REMOVAL / TRIMMING	900.00
		Total For Dept 0000 GENERAL		3,255.20
Fund 09 TAX INCREMENT FIN DIST #1				
Dept 0000 GENERAL				
09-0000-0-776000	PARKING IMPROVEMENTS	CHICAGO TITLE COMPANY LL	PARKING GARAGE SURVEY WORK	5,250.00
09-0000-0-776000	PARKING IMPROVEMENTS	PADDOCK PUBLICATIONS, IN	ORDINANCE PUBLICATION	368.00
09-0000-0-776000	PARKING IMPROVEMENTS	WALKER PARKING CONSULTAN	CIVIC CTR PARKING STRUCTURE	36,124.20
09-0000-0-776000	PARKING IMPROVEMENTS	WALSH CONSTRUCTION II I	PARKING STRUCTURE CONSTRUCTION	673,688.00
		Total For Dept 0000 GENERAL		715,430.20
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	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16	1,100.60
13-0000-0-762000	CIVIC CENTER	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 9/16	113.00
		Total For Dept 0000 GENERAL		1,929.31
Fund 14 COMMUTER PARKING FUND				
Dept 0000 GENERAL				
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #32	PARKING LOT LEASE 10/16	550.00
14-0000-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 8/16	83.51
14-0000-4-710000	PHONE	PACIFIC TELEMANAGEMENT	PAYPHONE 10/16	153.00
14-0000-5-750000	REFUNDS	AGEMURA, DANIEL	COMMUTER PARKING PERMIT REFUND	120.00
14-0000-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	797.14
14-0000-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	ADDTL LAWN SERVICE 8/16	17.00
14-0000-7-713000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16	1,192.45
		Total For Dept 0000 GENERAL		2,913.10
Fund 20 UTILITY FUND				
Dept 0000 GENERAL				
20-0000-0-401001	WATER	BEHNKE, SUSAN	UB refund for account: 0204096700-12	80.87
20-0000-0-401001	SEWER	BEHNKE, SUSAN	UB refund for account: 0204096700-12	37.84
20-0000-0-401001	WATER	CAMPOS, DENNIS	UB refund for account: 0102051005-02	49.99
20-0000-0-401001	SEWER	CAMPOS, DENNIS	UB refund for account: 0102051005-02	37.06

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 0000 GENERAL					
20-0000-0-401001	DEPOSIT REFUND	DAIGNAULT, BRIANNA	UB refund for account: 0102037403-03	60.54	
20-0000-0-401001	SEWER	DAYTON, BRIAN	UB refund for account: 0112685800-00	902.79	
20-0000-0-401001	DEPOSIT REFUND	MITCHELL, KELLY	UB refund for account: 0106141100-07	131.70	
20-0000-0-401001	WATER	QAMAR KHAN & SITWAT MISB	UB refund for account: 0102038671-06	141.19	
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUBL	INTERCEPTOR CONNECTION FEES 8/16	5,120.00	
Total For Dept 0000 GENERAL				6,561.98	
Dept 2020 WATER DEPARTMENT					
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS OCT2016	8,000.00	
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WATER/SEWER BILLING /MAILING 8/16	390.37	
20-2020-3-728000	TECHNICAL SERVICES	H B K WATER METER SERVIC	TESTING WATER METERS	65.00	
20-2020-3-728000	TECHNICAL SERVICES	HD SUPPLY WATERWORKS, LT	REPAIR / SENSUS METER READER	300.00	
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	WATER TESTING	429.50	
20-2020-4-708000	ELECTRICITY	ALTERNATE POWER INDUSTRI	GENERATOR MAINT	458.00	
20-2020-4-708000	ELECTRICITY	ALTERNATE POWER INDUSTRI	GENERATOR MAINT	104.40	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	43.68	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	36.61	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	33.09	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16	65.95	
20-2020-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 8/16	1,766.81	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 6 & 7/16	74.07	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	103.17	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	(37.76)	
20-2020-4-710000	TELEPHONE	SPRINT / NEXTEL COMMUNIC	SERVICE 7/24--8/23/16	50.99	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	113.34	
20-2020-5-706000	DISCOUNT	ACE HARDWARE	MISC HARDWARE & SUPPLIES	(35.97)	
20-2020-5-706000	MATERIALS AND SUPPLIES	HD SUPPLY WATERWORKS, LT	TEST KIT	16.00	
20-2020-5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	SHOVELS	123.98	
20-2020-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	HYDRANT GREASE	379.15	
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WATER/SEWER BILLING /MAILING 8/16	626.49	
20-2020-5-722000	POSTAGE	U S POSTMASTER/CAROL STR	LOCK BOX SERVICE #4299	1,086.00	
20-2020-5-723000	OFFICE SUPPLIES	NEXTIME, INC	TIME CARDS	62.83	
20-2020-5-729000	METERS - NEW CONSTRUCTION	MID AMERICAN WATER OF WA	WATER TAP SADDLES	378.61	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	RETURN / UNIFORM - BOOTS	(121.46)	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	148.46	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS	121.46	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CITY JOINT ACT	WATER USAGE 8/16	239,164.38	
20-2020-7-712000	PRESSURE WASH GARFIELD TOWER	NATIONAL WASH AUTHORITY,	PRESSURE WASHING OF GARFIELD WATER TO	4,595.00	
20-2020-7-715000	2016 PLANNED GENERATOR MAINTENA	ALTERNATE POWER INDUSTRI	2016 PLANNED GENERATOR MAINTENANCE	1,032.50	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	HALSEN PRODUCTS COMPANY	TRAFFIC CONES	697.50	
20-2020-7-716000	MAINTENANCE WATER LINE	ACE HARDWARE	MISC HARDWARE & SUPPLIES	18.99	
20-2020-7-716000	MAINTENANCE WATER LINE	HD SUPPLY WATERWORKS, LT	DUCTILE IRON PIPE	463.46	
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVIC	TOP SOIL	145.31	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	CONCRETE REPAIR / 21 & COOLIDGE	824.00	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	CONCRETE REPAIR / 21 & COOLIDGE	693.00	
20-2020-7-716000	CONCRETE	POINT READY MIX, LLC	CONCRETE	875.50	
20-2020-7-716000	HYDRANT METERS W/ GATE VALVE &	USA BLUEBOOK	2 HYDRANT METERS W/ GATE VALVE AND IN	2,328.90	
20-2020-7-716000	MATERIALS - GRAVEL	VULCAN CONSTRUCTION MATE	MATERIALS - GRAVEL	1,598.37	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	COUPLING	257.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	COUPLINGS	800.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	REPAIR CLAMPS	980.00	

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Fund 20 UTILITY FUND
 Dept 2020 WATER DEPARTMENT

269,916.68

Dept 2021..SEWER DEPARTMENT

20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	OCT2016	3,800.00	
20-2021-4-708000	ELECTRICITY	ALTERNATE POWER INDUSTRI	GENERATOR MAINT		455.00	
20-2021-4-708000	ELECTRICITY	ALTERNATE POWER INDUSTRI	GENERATOR MAINT		464.00	
20-2021-4-708000	ELECTRICITY	ALTERNATE POWER INDUSTRI	GENERATOR MAINT		448.00	
20-2021-4-708000	ELECTRICITY	ALTERNATE POWER INDUSTRI	GENERATOR MAINT		469.00	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		116.55	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		43.14	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 7/16		36.60	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		83.56	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		52.88	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		40.08	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		175.57	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/16		77.37	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 6 & 7/16		70.72	
20-2021-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES		11.07	
20-2021-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	GREASE CONTROL		675.90	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WATER/SEWER BILLING /MAILING	8/16	626.49	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ALTERNATE POWER INDUSTRI	GENERATOR MAINT		534.00	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ALTERNATE POWER INDUSTRI	GENERATOR MAINT		534.00	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	STEINER ELECTRIC COMPANY	PETERSON LIFT STN CONTACT KITS		180.43	

8,894.36

Total For Dept 2021 SEWER DEPARTMENT

Dept 2022 WASTE WATER TREATMENT PLANT	TECHNICAL SERVICES	AIR ONE EQUIPMENT, INC	CALIBRATE METERS		125.00	
20-2022-3-728000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 8/16		15,915.21	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16		1,394.52	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16		(1,239.39)	
20-2022-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES		17.67	
20-2022-5-706000	MATERIALS AND SUPPLIES	AMERICAN GASES CORP	CUTTING TORCH GASES		76.76	
20-2022-5-706000	MATERIALS AND SUPPLIES	ATCO INTERNATIONAL	WORK GLOVES & RESPIRATORS		92.47	
20-2022-5-706000	MATERIALS AND SUPPLIES	HACH CHEMICAL	LAB REAGENTS		175.48	
20-2022-5-706000	MATERIALS AND SUPPLIES	HINCKLEY SPRINGS	LAB DISTILLED WATER		33.66	
20-2022-5-706000	MATERIALS AND SUPPLIES	LOWE'S BUSINESS ACCOUNT	PRESSURE WASHER		100.87	
20-2022-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	HONING TOOL		22.75	
20-2022-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	SLINGS HARDWARE		333.74	
20-2022-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	MASONRY DRILL BITS		92.35	
20-2022-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	PLANT B HARDWARE		93.37	
20-2022-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP		148.90	
20-2022-5-706000	HACH HQ400 RUGGED LDO KIT	USA BLUEBOOK	HQ400 LDO PROBE METER KIT		2,044.86	
20-2022-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	HQ400 LDO PROBE METER KIT		2.12	
20-2022-5-707000	CHEMICALS	VIKING CHEMICAL COMPANY	SODIUM BISULFITE		555.15	
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	WATER ENVIRONMENT FEDERA	2016/17 MEMBERSHIP DUES		141.00	
20-2022-7-712000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT		362.86	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	GRAINGER INC	DIGESTER SUMP PUMP FLOAT		66.09	
20-2022-7-712000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16		547.75	
20-2022-7-715000	2016 PLANNED GENERATOR MAINTENA	ALTERNATE POWER INDUSTRI	2016 PLANNED GENERATOR MAINTENANCE		1,215.50	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMMASTER-CARR SUPPLY CO	PLANT B PRIMARY HARDWARE		104.78	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMMASTER-CARR SUPPLY CO	PLANT B PRIMARY BAFFLE HARDWARE		143.83	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMMASTER-CARR SUPPLY CO	MISC HARDWARE		30.75	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMMASTER-CARR SUPPLY CO	PLANT B HARDWARE		43.66	

Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMaster-CARR SUPPLY CO	PLANT B BAFFLE HARDWARE	73.01	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMaster-CARR SUPPLY CO	SLINGS_HARDWARE	76.05	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMaster-CARR SUPPLY CO	PLANTB PRIMARY HARDWARE	37.31	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMaster-CARR SUPPLY CO	RETURN	(22.03)	
				22,806.05	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-788000	510M S/POINT M2 WIRED DP & LD W	HD SUPPLY WATERWORKS, LT	METERS : 510M S/POINT M2 WIRED DP & L	3,780.00	
20-2024-5-788000	OMNI 6" C2 METER 1000GAL METER	HD SUPPLY WATERWORKS, LT	OMNI 6" C2 METER 1000GAL METER W/ INT	4,885.00	
20-2024-5-788000	6 FF RR ACC KIT W/ZINC N&B	HD SUPPLY WATERWORKS, LT	OMNI 6" C2 METER 1000GAL METER W/ INT	16.00	
20-2024-5-793000	8 INCH AVT E-Z VALVE INSTALLATI	MIDWEST CHLORINATING & F	8 INCH AVT E-Z VALVE INSTALLATION ON	5,675.00	
20-2024-6-750000	WWTP IMPR	PADDOCK PUBLICATIONS, IN	PUBLIC BID NOTICE	37.95	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	DIGESTER & BRICK WORK TUCKPOINTING	36.80	
20-2024-6-750000	UNDERGROUND IMPROVEMENT	HUFF & HUFF INC	2016 COPNSTRUCTION SEASON CCDD ENG SE	1,536.95	
20-2024-6-772000	PROFESSIONAL SURVEY SERVICES-PR	JORGENSEN & ASSOCIATES,	WATER MAIN EASEMENT SURVEY-PROJ 1612	500.00	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	VISU-SEWER OF ILLINOIS L	2016 SANITARY /STORM SEWER TELEVISIONG	2,437.80	
20-2024-6-772000				1,440.00	
				20,345.50	

Fund 30 VEHICLE MAINT/REPL SERVICE FD	Dept 0000 GENERAL	Total For Fund 20 UTILITY FUND
30-0000-2-720000	INSURANCE	4,800.00
30-0000-3-728000	CONTRACTUAL REPAIR SERVICES	60.00
30-0000-5-706000	SHOP SUPPLIES	105.70
30-0000-5-707000	TOOLS	170.73
30-0000-5-707000	TOOLS	90.74
30-0000-5-711000	GASOLINE & OIL	10,950.38
30-0000-5-711000	GASOLINE & OIL	450.90
30-0000-5-711000	GASOLINE & OIL	2,473.80
30-0000-5-713000	VEHICLE WASHING	179.95
30-0000-5-714000	VEHICLE PARTS	13.97
30-0000-5-714000	VEHICLE PARTS	126.08
30-0000-5-714000	VEHICLE PARTS	383.07
30-0000-5-714000	VEHICLE PARTS	411.27
30-0000-5-714000	VEHICLE PARTS	450.64
30-0000-5-714000	FEDERAL SIGNAL EQ2B SIREN AMPLI	992.00
30-0000-5-714000	UPS FREIGHT CHARGES	16.90
30-0000-5-714000	VEHICLE PARTS	262.84
30-0000-5-714000	VEHICLE PARTS	199.30
30-0000-5-714000	VEHICLE PARTS	646.92
30-0000-5-714000	VEHICLE PARTS	18.50
30-0000-5-714000	VEHICLE PARTS	(60.00)
30-0000-5-714000	VEHICLE PARTS	407.28
30-0000-5-714000	VEHICLE PARTS	95.58
30-0000-5-714000	VEHICLE PARTS	106.30
30-0000-5-714000	VEHICLE PARTS	79.44
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	103.00
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	218.00
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	129.00
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	97.54
30-0000-6-790000	CAPITAL OUTLAY	538.14

Fund 30 VEHICLE MAINT/REPL SERVICE FD	Dept 0000 GENERAL	Total For Fund 20 UTILITY FUND
30-0000-2-720000	INSURANCE	4,800.00
30-0000-3-728000	CONTRACTUAL REPAIR SERVICES	60.00
30-0000-5-706000	SHOP SUPPLIES	105.70
30-0000-5-707000	TOOLS	170.73
30-0000-5-707000	TOOLS	90.74
30-0000-5-711000	GASOLINE & OIL	10,950.38
30-0000-5-711000	GASOLINE & OIL	450.90
30-0000-5-711000	GASOLINE & OIL	2,473.80
30-0000-5-713000	VEHICLE WASHING	179.95
30-0000-5-714000	VEHICLE PARTS	13.97
30-0000-5-714000	VEHICLE PARTS	126.08
30-0000-5-714000	VEHICLE PARTS	383.07
30-0000-5-714000	VEHICLE PARTS	411.27
30-0000-5-714000	VEHICLE PARTS	450.64
30-0000-5-714000	FEDERAL SIGNAL EQ2B SIREN AMPLI	992.00
30-0000-5-714000	UPS FREIGHT CHARGES	16.90
30-0000-5-714000	VEHICLE PARTS	262.84
30-0000-5-714000	VEHICLE PARTS	199.30
30-0000-5-714000	VEHICLE PARTS	646.92
30-0000-5-714000	VEHICLE PARTS	18.50
30-0000-5-714000	VEHICLE PARTS	(60.00)
30-0000-5-714000	VEHICLE PARTS	407.28
30-0000-5-714000	VEHICLE PARTS	95.58
30-0000-5-714000	VEHICLE PARTS	106.30
30-0000-5-714000	VEHICLE PARTS	79.44
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	103.00
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	218.00
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	129.00
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	97.54
30-0000-6-790000	CAPITAL OUTLAY	538.14

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL	CAPITAL OUTLAY		XPOLOGISTICS FREIGHT, IN SHIPPING /	85.74	
30-0000-6-790000			Total For Dept 0000 GENERAL	24,603.71	
			Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD	24,603.71	
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL	CONSULTING SERVICES		INNOVATIVE MSP SOLUTIONS IT SUPPORT 8/8, 11, 15 & 18	2,500.00	
31-0000-3-728000	CONSULTING SERVICES		TELCOM INNOVATIONS GROUP PHONE SERVICES SPORTS COMPLEX CALLS D	256.50	
31-0000-3-728000	INTERNET ACCESS		ADVANCED BUSINESS NETWOR T-1 LINES	911.65	
31-0000-4-719000	INTERNET ACCESS		COMCAST BUSINESS INTERNET SERVICE	1,475.66	
31-0000-4-719000	COMPUTER SUPPLIES		CDW GOVERNMENT, INC CABLES, MONITORS, ETC. PC SUPPLIES	481.22	
31-0000-5-706000	SOFTWARE, LICENSING, UPDATES		INNOVATIVE MSP SOLUTIONS IT SUPPORT	1,102.50	
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES		XEROX BUSINESS SERVICES FHIHOUSE SOFTWARE SFTWARE RENEWAL	2,903.00	
31-0000-5-729000	HARDWARE MAINTENANCE		COMPUTER POWER SYSTEMS, RAN TWO NEW NETWORK CABLES TO SQUAD R	425.00	
31-0000-7-715000			Total For Dept 0000 GENERAL	10,055.53	
			Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD	10,055.53	
Fund 40 CAPITAL IMPROVEMENT FUND					
Dept 0000 GENERAL	ANNUAL ROAD IMPROVEMENT PRGM		CIVILTECH 2016 FAU PROJECT-RED TOP FOURTH AND G	17,405.31	
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM		CIVILTECH FAU ROCKLAND ROAD RECONSTRUCTION ENG.	20,152.03	
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM		SUPERIOR ROAD STRIPING I 2016 PAVEMENT MARKING	859.00	
40-0000-0-773000			Total For Dept 0000 GENERAL	38,416.34	
			Total For Fund 40 CAPITAL IMPROVEMENT FUND	38,416.34	
Fund 41 ROAD IMPROVEMENT FUND					
Dept 0000 GENERAL	ROAD REHABILITATION		ALAMP CONCRETE CONTRACTO 2016 PAVEMENT RESURFACING PROJ--PROJ 1	218,044.19	
41-0000-6-773000	ROAD REHABILITATION		CHRISTOPHER B BURKE ENG 2016 PAVEM,ENT REHAB. ENG. SERVICE-PR	38,890.52	
41-0000-6-773000	ROAD REHABILITATION		CHRISTOPHER B BURKE ENG 2017 PAVEMENT REHAB. ENG SERVICE-PROJ	14,792.36	
41-0000-6-773000	ROAD REHABILITATION		RUBINO ENGINEERING INC 2017 PAVEMENT REHAB TESTING SERVICE-P	1,000.00	
41-0000-6-773000			Total For Dept 0000 GENERAL	272,727.07	
			Total For Fund 41 ROAD IMPROVEMENT FUND	272,727.07	
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL	PARK IMPROVEMENT COSTS		CLARKE AQUATIC SERVICES 2016-17 POND WEED AND ALGAE CONTROL	3,135.00	
45-0000-0-782000			Total For Dept 0000 GENERAL	3,135.00	
			Total For Fund 45 PARK IMPROVEMENT FUND	3,135.00	
Fund 55 POLICE PENSION FUND					
Dept 0000 GENERAL	BANK CHARGES		PNC INSTITUTIONAL INVEST POLICE PENSION MANAGEMENT FEES 5/1--7	1,995.44	
55-0000-0-748000	LEGAL EXPENSES		MCCORKLE LITIGATION SERV HEARING TRANSCRIPT	374.00	
55-0000-0-776000			Total For Dept 0000 GENERAL	2,369.44	
			Total For Fund 55 POLICE PENSION FUND	2,369.44	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-2-720000	INSURANCE		PW UNION MED/DENTAL INS OCT2016	3,200.00	
60-6001-3-707000	CONTRACTED SERVICES	ALEXANDER KING	SUMMER2016 ADLT BSKTBL REF 60\$33	198.00	
60-6001-3-707000	CONTRACTED SERVICES	BASELINE YOUTH SPORTS, I	AUG2016 ADLT SFTBL ASSIGNOR 770\$4	308.00	
60-6001-3-707000	CONTRACTED SERVICES	BRADY STIFF	AUG2016 ADLT SFTBL UMP 50\$30	150.00	
60-6001-3-707000	CONTRACTED SERVICES	CLIFTON TURNER	SUMMER2016 ADLT BSKTBL REF 220\$33	726.00	
60-6001-3-707000	CONTRACTED SERVICES	COOPER, JAMES	AUG2016 ADLT SFTBL UMP 50\$30	150.00	
60-6001-3-707000	CONTRACTED SERVICES	CRAIG KOWITT	AUG2016 ADLT SFTBL UMP 60\$30	180.00	
60-6001-3-707000	CONTRACTED SERVICES	DAN SAWCHUK	SUMMER2016 ADLT BSKTBL REF 100\$33	330.00	
60-6001-3-707000	CONTRACTED SERVICES	DANIEL MOSS	AUG2016 ADLT SFTBL UMP 30\$30	90.00	
60-6001-3-707000	CONTRACTED SERVICES	DAVE KOELPER	AUG2016 ADLT SFTBL UMP 40\$30	120.00	
60-6001-3-707000	CONTRACTED SERVICES	DEPALMA, KEVIN	AUG2016 ADLT SFTBL UMP 40\$30	120.00	
60-6001-3-707000	CONTRACTED SERVICES	HAEFKE, TIMOTHY	AUG2016 ADLT SFTBL UMP 50\$30	150.00	
60-6001-3-707000	CONTRACTED SERVICES	JACKSON LIND	AUG2016 ADLT SFTBL UMP 30\$30	90.00	
60-6001-3-707000	CONTRACTED SERVICES	JANDA, TOM	AUG2016 ADLT SFTBL UMP 40\$30	120.00	
60-6001-3-707000	CONTRACTED SERVICES	JIM BERNARDI	SUMMER2016 ADLT BSKTBL ASSIGNOR 430\$	215.00	
60-6001-3-707000	CONTRACTED SERVICES	JON BRADFORD	AUG2016 ADLT SFTBL UMP 50\$30	150.00	
60-6001-3-707000	CONTRACTED SERVICES	MATTHEW STEPHAN III	AUG2016 ADLT SFTBL UMP 70\$30	210.00	
60-6001-3-707000	CONTRACTED SERVICES	MCGOWAN, THOMAS	SUMMER2016 ADLT BSKTBL REF 80\$33	264.00	
60-6001-3-707000	CONTRACTED SERVICES	OKZESIK, RANDY	AUG2016 ADLT SFTBL UMP 50\$30	150.00	
60-6001-3-707000	CONTRACTED SERVICES	ORLOWSKI, VERN	SUMMER2016 ADLT BSKTBL REF 40\$33	132.00	
60-6001-3-707000	CONTRACTED SERVICES	PETER ANDROUS	SUMMER2016 ADLT BSKTBL REF 30\$33	99.00	
60-6001-3-707000	CONTRACTED SERVICES	REYNOLDS, TOM	AUG2016 ADLT SFTBL UMP 60\$30	180.00	
60-6001-3-707000	CONTRACTED SERVICES	RICHARD MARECEK	AUG2016 ADLT SFTBL UMP 20\$30	60.00	
60-6001-3-707000	CONTRACTED SERVICES	RUSSELL T KINKA	SUMMER2016 ADLT BSKTBL REF 310\$33	1,023.00	
60-6001-3-707000	CONTRACTED SERVICES	THOMAS KALFAS	WTR2016 BSKTBL REF 60\$30	180.00	
60-6001-3-707000	CONTRACTED SERVICES	TIM NEFF	AUG2016 ADLT SFTBL UMP 40\$30	120.00	
60-6001-3-707000	CONTRACTED SERVICES	TOM SHANNON	AUG2016 ADLT SFTBL UMP 60\$30	180.00	
60-6001-3-707000	CONTRACTED SERVICES	VAUGHN, ROBERT	AUG2016 ADLT SFTBL UMP 30\$30	90.00	
60-6001-3-713000	INDEPENDENT CONTRACTORS	JELLY BEAN SPORTS, INC	JELLY BEAN YOUTH SUMMER CLASSES	2,736.00	
60-6001-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	197.56	
60-6001-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 8/16	15,245.39	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	304.71	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	ACE HARDWARE	MISC HARDWARE & SUPPLIES	24.44	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SERVICE SANITATION, INC.	RESTROOM RENTAL	103.00	
60-6001-5-716000	CONCESSIONS	ALBERTSONS	MISC KITCHEN, CONCESSION SUPPLIES	25.42	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CREDIT/ ITEM NOT RECVD	(26.70)	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	305.28	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	338.97	
60-6001-5-716000	CONCESSIONS	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	2,053.13	
60-6001-5-716000	CONCESSIONS	THE ICEE COMPANY	CONCESSION SUPPLIES	919.50	
60-6001-5-723000	OFFICE SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	38.44	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	ELIAS WASHINGTON	ADLT B/BALL SEASON & TOURNEY CHAMPS	200.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	FRANCL, EDDIE	ADLT SFTBL TOURNEY CHAMPS/THURSDAY 12	100.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	RECKLING, AARON	ADLT SFTBL SEASON & TOURNEY CHAMPS/ T	200.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	VASQUEZ, JERRY	ADLT SFTBL SEASON CHAMPS/THURSDAY 12"	100.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	RANGE AUTOMATION SYSTEMS	CARD ENCODING	166.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	RANGE AUTOMATION SYSTEMS	CARD ENCODING	166.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	RANGE AUTOMATION SYSTEMS	CARD ENCODING	166.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	RED CROSS STORE	BABYSITTER TRAINING BOOKS	372.40	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	ACE HARDWARE	MISC HARDWARE & SUPPLIES	49.90	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	LAUNDRY CONCEPTS INC	LAUNDRY EQUIPMENT REPAIR	329.85	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION & OFFICE SUP	402.66	

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DB: Libertyville

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GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-5-750000	REFUNDS	OHMKARA, LLC	REFUND / EVENT CANCELED	1,575.00	
60-6001-5-750000	REFUNDS	TIJUNELIS, KIM	REFUND / CANCELED SPORTS CAMP	313.20	
60-6001-5-750000	REFUNDS	VENTURI, LOUIS	REFUND / FITNESS MEMBERSHIP	365.00	
60-6001-6-790000	GEOTECH EXPLORATION ICE RINK	RUBINO ENGINEERING INC	GEOTECH EXPLORATION-ICE RINK	1,150.00	
60-6001-7-712000	MAINTENANCE BUILDING	ACE HARDWARE	MISC HARDWARE & SUPPLIES	93.39	
60-6001-7-712000	DISCOUNT	ACE HARDWARE	MISC HARDWARE & SUPPLIES	(35.97)	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 8/16	3,290.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORTIAL SERVICE 8/27	64.00	
60-6001-7-712000	MAINTENANCE BUILDING	GRAINGER INC	JAW COUPLING INSERT	31.20	
60-6001-7-712000	MAINTENANCE BUILDING	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 9/16	119.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING/MATS	LECHNER & SONS	UNIFORMS & MATS	112.00	
60-6001-7-712000	MAINTENANCE BUILDING/UNIFORMS	LECHNER & SONS	UNIFORMS & MATS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	450.68	
60-6001-7-712000	MAINTENANCE BUILDING	ORKIN	PEST CONTROL	50.00	
60-6001-7-714000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	1,942.86	
60-6001-7-714000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16	2,936.60	
60-6001-9-753000	FITNESS EQUIPMENT LEASE	KANSAS STATE BANK	FITNESS BIKES LEASE	3,177.73	
		Total For Dept 6001	LSC-INDOOR SPORTS CENTER	49,169.64	

Dept 6002	LSC-GOLF LEARNING CENTER				
60-6002-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 8/16	831.86	
60-6002-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	244.70	
60-6002-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	EMERGENCY LIGHT	26.17	
60-6002-5-706000	MATERIALS AND SUPPLIES	NORTHERN METALWORK INC	WELDING REPAIR / LSC BALL WASHER	500.00	
60-6002-5-706000	MATERIALS AND SUPPLIES	RANGE AUTOMATION SYSTEMS	REPAIR PARTS	195.00	
60-6002-5-706000	MATERIALS AND SUPPLIES	RANGE AUTOMATION SYSTEMS	REPAIR BOARD & TOWER CABLE	541.00	
60-6002-5-735000	PRO SHOP MERCHANDISE	CMAC GOLF INC	GOLF SHOP SALES 8/16	2,520.69	
60-6002-7-712000	MAINTENANCE BUILDING	CAHILL HEATING & A/C	A/C UNIT REPAIRS	596.50	
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	MAINTENANCE GROUNDS	CONSERV FS	TURF SOIL TESTS	80.85	
60-6002-7-713000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 8/16	2,575.50	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	DeROSE TIRE & AUTO	TIRE TUBES/ RANGE BALL PICKER	20.00	
		Total For Dept 6002	LSC-GOLF LEARNING CENTER	9,846.56	

Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER				
60-6003-0-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 8/16	930.16	
60-6003-0-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 7/16	33.92	
		Total For Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER	964.08	
		Total For Fund 60	LIBERTYVILLE SPORTS COMP FUND	59,980.28	

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BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 01	GENERAL FUND			212,984.41	
Fund 02	CONCORD SPECIA			1,970.95	
Fund 03	EMERGENCY TELE			2,278.40	
Fund 05	FOREIGN FIRE I			4,926.55	
Fund 06	TIM/CREEK SPEC			3,255.20	
Fund 09	TAX INCREMENT			719,430.20	
Fund 13	HOTEL/MOTEL TA			1,929.31	
Fund 14	COMMUTER PARKI			2,913.10	
Fund 20	UTILITY FUND			328,524.57	
Fund 30	VEHICLE MAINT/			24,603.71	
Fund 31	TECHNOLOGY EQU			10,055.53	
Fund 40	CAPITAL IMPROV			38,416.34	
Fund 41	ROAD IMPROVEME			272,727.07	
Fund 45	PARK IMPROVEME			3,135.00	
Fund 55	POLICE PENSION			2,369.44	
Fund 60	LIBERTYVILLE S			59,980.28	

Total For All Funds: 1,685,500.06



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Amending Text of the Libertyville Zoning Code - Special Use Permits in the O-1 District

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would amend Section 6-2.3 of the Libertyville Zoning Code to include “Veterinary Services” as a Special Use Permit in the O-1 District. The Village Board approved this request at their August 23, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their September 13, 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 6-2.3
OF THE LIBERTYVILLE ZONING CODE
RELATING TO SPECIAL USE PERMITS

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE AMENDING SECTION 6-2.3
OF THE LIBERTYVILLE ZONING CODE
RELATING TO SPECIAL USE PERMITS

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered amending the Libertyville Zoning Code relating to Special Use Permits in the O-1, Professional Services Office District; and

WHEREAS, on July 18, 2016, the Development Review Committee reviewed and recommended to continue the requested zoning relief; and

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on June 25, 2016, in the *Daily Herald*, held a public hearing at 7:05 p.m., commencing on July 11, 2016, and concluding on August 8, 2016, at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested zoning relief; and

WHEREAS, on August 8, 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 16-18, dated as of August 17, 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 amendment is consistent with the Village's LZO O-1 District zoning regulations because an Animal Hospital/Veterinary Office is a Professional Service Office use by definition and that is responsive to the needs of the Village.
- b. *The existing uses and zoning classifications of properties in the vicinity of the subject property.* Zoning classification of the property is currently O-1 and will remain O-1 Professional Service Office District. Properties to the East and south are commonly also O-1 Zoning. The property immediately to the north is R-6, single family and the property across Harding to the west is R-6 single family. Land Uses to the south include Dairy Dream Drive-In, Park Shell Fueling Station, and Mobile fueling station. Across Butterfield to the East is Professional Office (Dentist). To the north and west is Single Family.
- 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 proposed site is being redeveloped from a Hair Salon and vacant lot to a "service business use" Animal Hospital/Veterinary Office which is consistent with the intent of the current zoning of the property as O-1 Professional Service Office District and the surrounding O-1 District.
- d. *The extent to which the value of the subject property is diminished by its present zoning classification.* The property will remain zoned O-1.
- e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* The property will remain zoned O-1.
- f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* The existing operation of Care Animal Hospital at 1101 W. Park Ave., in Libertyville, confirms that the proposed Animal Hospital will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.

- g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* The proposed development offers the opportunity to greatly improve the aesthetic character and upkeep of the parcel. This include improved landscaping that will enhance the overall streetscape at the corner of Park and Butterfield. These improvements will not impair property values within the neighborhood in which it is to be located.
- h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* The Animal Hospital development will not adversely affect orderly development of the adjacent properties.
- i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* The property will remain zoned O-1.
- j. *The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.* The proposed site will have access off of 176 and Harding Avenue which will provide adequate ingress and egress from the subject property and will have minimal impact on the overall traffic of the area. Included traffic report indicates an increase of 1% is projected overall which is regulated by an appointment based business.
- 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.* Preliminary engineering has been provided to ensure the availability of adequate utilities and essential public services to the subject property for the proposed use and presented design and layout.
- 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 property is not currently vacant.
- m. *The community need for the proposed amendment and for the uses and development it would allow.* The community need for the proposed special use is evident by the success of Care Animal Hospital of Libertyville existing location. The proposed amendment would provide Care Animal Hospital the opportunity to expand on convenient and essential health services to residents’ pets in the community.

SECTION THREE: Amendment of Article 6. Article 6-2.3, entitled “Special Permit Uses”

of the Libertyville Zoning Code shall be, and it hereby is, amended pursuant to Section 16-14 of the Libertyville Zoning Code, as follows:

6-2.3 Special Permit Uses.

Veterinary Services (541940)

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.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Granting a Variation for Number of Parking Spaces (ZBA 16-09) at 1214 W. Park Avenue – David Luaces, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant a variation for number of parking spaces from 28 to 21 at 1214 W. Park Avenue. The Village Board approved this request at their August 23, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their September 13, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING A VARIATION
FOR NUMBER OF PARKING SPACES
AT 1214 W. PARK AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A VARIATION
FOR NUMBER OF PARKING SPACES
AT 1214 W. PARK AVENUE

WHEREAS, David Luaces (the “Contract Purchaser”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to reduce the minimum required number of parking spaces from 28 to 21 in order to construct a veterinary service establishment for property located in an O-1, Professional Services Office District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, on July 18, 2016, the Development Review Committee reviewed and recommended to continue the requested variation; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on June 25, 2016, in the *Daily Herald*, held a public hearing at 7:00 p.m., commencing on July 11, 2016, and concluding on August 8, 2016, at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on August 8, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variation be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-09, dated as of August 17, 2016; and

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

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

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

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

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. There are two conditions of the subject lot at 1214 W. Park that have made achieving the required parking loading difficult. Access restrictions from the State of Illinois Department of Transportation have forced the applicant to provide a second access into the lot from Harding Avenue. This results in a loss of potential parking spaces. Furthermore, the odd shape of the lot has impacted orientation of the building and parking from a more optimal layout that might have been achieved with a square shaped lot. They are requesting the parking requirement be reduced from 28 to 21 along with a reduction of the buffer yard requirement to accommodate the Harding Avenue drive along the north property line, and a reduction in the front yard parking lot set back to accommodate 2 extra spaces.
3. Not Self-Created. The conditions stated above are not self-created.
4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which these variations are sought would deprive the Contract Purchaser of the subject lot of substantial rights commonly enjoyed by Contract Purchasers of other lots.
5. Not Merely Special Privilege. The variation requests are not based on merely special privilege.
6. Code and Plan Purposes. The variations would not result in a use or development of the

subject lot that would be not in harmony with the general and specific purpose of this Code or the intent of the Official Comprehensive Plan.

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

8. No Other Remedy. The applicant has minimized the impact of these requests with the proposed design. There is no other means other than the requested variations to allow for the proposed construction.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Contract Purchaser a variation to reduce the minimum required number of parking spaces from 28 to 21 in order to construct a veterinary service establishment for property located in an O-1, Professional Services Office District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

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

- (a) The animal hospital/veterinarian office shall be constructed only in strict conformity with the documents and plans submitted to the Zoning Board of Appeals and the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 16-09.

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

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

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

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Weppler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Lots 26, 27, 28, 29, 30, 31 & 32 and That Part of the South Half of the Alley Lying West of the East Line Extended of Said Lot 26 and East of the West Line Extended of Said Lot 32 Vacated by Ordinance 88-O-17 Recorded August 16, 1988 as Document 2711357, all in McJunkin and Sayre's Second Kenloch Park Subdivision, Being a Subdivision in the East Half of the Northwest Quarter of Section 20, Township 44 North, Range 11, East of the Third Principal Meridian According to the Plat Thereof, Recorded August 12, 1925 as Document 263041 in Book O of Plats Page 41, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Granting a Variation of Perimeter Landscaped Open Space (ZBA 16-10) at 1214 W. Park Avenue – David Luaces, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant a variation of Perimeter Landscaped Open Space from 10 feet to 5 feet at 1214 W. Park Avenue. The Village Board approved this request at their August 23, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their September 13, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING A VARIATION
OF PERIMETER LANDSCAPED OPEN SPACE
AT 1214 W. PARK AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A VARIATION
OF PERIMETER LANDSCAPED OPEN SPACE
AT 1214 W. PARK AVENUE

WHEREAS, David Luaces (the “Contract Purchaser”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to reduce the minimum required width of Perimeter Landscaped Open Space from 10 feet to approximately 5 feet in order to construct a veterinary service establishment for property located in an O-1, Professional Services Office District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, on July 18, 2016, the Development Review Committee reviewed and recommended to continue the requested variation; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on June 25, 2016, in the *Daily Herald*, held a public hearing at 7:00 p.m., commencing on July 11, 2016, and concluding on August 8, 2016, at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on August 8, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variation be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-10, dated as of August 17, 2016; and

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

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

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

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

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. There are two conditions of the subject lot at 1214 W. Park that have made achieving the required parking loading difficult. Access restrictions from the State of Illinois Department of Transportation have forced the applicant to provide a second access into the lot from Harding Avenue. This results in a loss of potential parking spaces. Furthermore, the odd shape of the lot has impacted orientation of the building and parking from a more optimal layout that might have been achieved with a square shaped lot. They are requesting the parking requirement be reduced from 28 to 21 along with a reduction of the buffer yard requirement to accommodate the Harding Avenue drive along the north property line, and a reduction in the front yard parking lot set back to accommodate 2 extra spaces.
3. Not Self-Created. The conditions stated above are not self-created.
4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which these variations are sought would deprive the Contract Purchaser of the subject lot of substantial rights commonly enjoyed by Contract Purchasers of other lots.
5. Not Merely Special Privilege. The variation requests are not based on merely special privilege.
6. Code and Plan Purposes. The variations would not result in a use or development of the

subject lot that would be not in harmony with the general and specific purpose of this Code or the intent of the Official Comprehensive Plan.

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

8. No Other Remedy. The applicant has minimized the impact of these requests with the proposed design. There is no other means other than the requested variations to allow for the proposed construction.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Contract Purchaser a variation to reduce the minimum required width of Perimeter Landscaped Open Space from 10 feet to approximately 5 feet in order to construct a veterinary service establishment for property located in an O-1, Professional Services Office District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

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

- (a) The animal hospital/veterinarian office shall be constructed only in strict conformity with the documents and plans submitted to the Zoning Board of Appeals and the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 16-10.

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

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

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

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Lots 26, 27, 28, 29, 30, 31 & 32 and That Part of the South Half of the Alley Lying West of the East Line Extended of Said Lot 26 and East of the West Line Extended of Said Lot 32 Vacated by Ordinance 88-O-17 Recorded August 16, 1988 as Document 2711357, all in McJunkin and Sayre's Second Kenloch Park Subdivision, Being a Subdivision in the East Half of the Northwest Quarter of Section 20, Township 44 North, Range 11, East of the Third Principal Meridian According to the Plat Thereof, Recorded August 12, 1925 as Document 263041 in Book O of Plats Page 41, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Granting a Variation for Setback for Parking (ZBA 16-11) at 1214 W. Park Avenue – David Luaces, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant a variation to reduce the parking setback from 25 feet to 18 feet at 1214 W. Park Avenue. The Village Board approved this request at their August 23, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their September 13, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING A VARIATION
OF SETBACK FOR PARKING
AT 1214 W. PARK AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A VARIATION
OF SETBACK FOR PARKING
AT 1214 W. PARK AVENUE

WHEREAS, David Luaces (the “Contract Purchaser”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to reduce the minimum required setback from 25 feet to approximately 18 feet for parking in the corner side yard in order to construct a veterinary service establishment for property located in an O-1, Professional Services Office District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, on July 18, 2016, the Development Review Committee reviewed and recommended to continue the requested variation; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on June 25, 2016, in the *Daily Herald*, held a public hearing at 7:00 p.m., commencing on July 11, 2016, and concluding on August 8, 2016, at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on August 8, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variation be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-11, dated as of August 17, 2016; and

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

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

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

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

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. There are two conditions of the subject lot at 1214 W. Park that have made achieving the required parking loading difficult. Access restrictions from the State of Illinois Department of Transportation have forced the applicant to provide a second access into the lot from Harding Avenue. This results in a loss of potential parking spaces. Furthermore, the odd shape of the lot has impacted orientation of the building and parking from a more optimal layout that might have been achieved with a square shaped lot. They are requesting the parking requirement be reduced from 28 to 21 along with a reduction of the buffer yard requirement to accommodate the Harding Avenue drive along the north property line, and a reduction in the front yard parking lot set back to accommodate 2 extra spaces.
3. Not Self-Created. The conditions stated above are not self-created.
4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which these variations are sought would deprive the Contract Purchaser of the subject lot of substantial rights commonly enjoyed by Contract Purchasers of other lots.
5. Not Merely Special Privilege. The variation requests are not based on merely special privilege.
6. Code and Plan Purposes. The variations would not result in a use or development of the

subject lot that would be not in harmony with the general and specific purpose of this Code or the intent of the Official Comprehensive Plan.

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

8. No Other Remedy. The applicant has minimized the impact of these requests with the proposed design. There is no other means other than the requested variations to allow for the proposed construction.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Contract Purchaser a variation to reduce the minimum required setback from 25 feet to approximately 18 feet for parking in the corner side yard in order to construct a veterinary service establishment for property located in an O-1, Professional Services Office District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

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

- (a) The animal hospital/veterinarian office shall be constructed only in strict conformity with the documents and plans submitted to the Zoning Board of Appeals and the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 16-11.

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

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

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

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Lots 26, 27, 28, 29, 30, 31 & 32 and That Part of the South Half of the Alley Lying West of the East Line Extended of Said Lot 26 and East of the West Line Extended of Said Lot 32 Vacated by Ordinance 88-O-17 Recorded August 16, 1988 as Document 2711357, all in McJunkin and Sayre's Second Kenloch Park Subdivision, Being a Subdivision in the East Half of the Northwest Quarter of Section 20, Township 44 North, Range 11, East of the Third Principal Meridian According to the Plat Thereof, Recorded August 12, 1925 as Document 263041 in Book O of Plats Page 41, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Granting Approval of a Special Use Permit (PC 16-19) at 1214 W. Park Avenue – David Luaces, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would approve a Special Use Permit for a Veterinary Service in order to construct an animal hospital/veterinarian office at 1214 W. Park Avenue. The Village Board approved this request at their August 23, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their September 13, 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 SPECIAL USE PERMIT
FOR A VETERINARY SERVICE ESTABLISHMENT
AT 1214 W. PARK AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A VETERINARY SERVICE ESTABLISHMENT
AT 1214 W. PARK AVENUE

WHEREAS, David Luaces (the “Contract Purchaser”), is the contract purchaser of certain real property commonly known as 1214 W. Park Avenue, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, the Subject Property is zoned in an O-1, Professional Services Office District; and

WHEREAS, Veterinary Services are authorized as a Special Use, subject to certain limitations, in the Village of Libertyville; and

WHEREAS, the Contract Purchaser filed an application with the Village of Libertyville seeking a Special Use Permit for a Veterinary Services establishment in order to construct an animal hospital/veterinarian office on the Subject Property; and

WHEREAS, on July 18, 2016, the Development Review Committee reviewed and recommended to continue the requested zoning relief; and

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on June 25, 2016, in the *Daily Herald*, held a public hearing at 7:05 p.m., commencing on July 11, 2016, and concluding on August 8, 2016, at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested zoning relief; and

WHEREAS, on August 8, 2016, the Plan Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as

required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested zoning relief for a Special Use Permit for a Veterinary Services establishment in order to construct an animal hospital/veterinarian office on the Subject Property should be granted, subject to certain conditions and limitations, all as is more specifically set forth in that certain Report of the Plan Commission on Case No. PC 16-19, dated as of August 17, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Contract Purchaser's application and the findings and recommendations of the Plan Commission and are fully advised in the premises and have determined that the requested zoning relief for a Special Use Permit for a Veterinary Services establishment in order to construct an animal hospital/veterinarian office on the Subject Property should be granted, subject to certain conditions and limitations as hereinafter set forth.

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 shall be, and they hereby are, accepted and adopted by the President and Board of Trustees of the Village of Libertyville. In addition and without limitation of the foregoing, subject to the conditions and limitations set forth in Section Three below, the President and Board of Trustees of the Village of Libertyville do hereby find and determine:

- 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 amendment is consistent with the Village's LZC O-1 District zoning regulations because and Animal Hospital/Veterinary Office is a Professional Service Office use by definition and that is responsive to the needs of the village. Based on this it is a reasonable Special Use for the district.
- 2) Adverse Impact. The amendment will not diminish the public health, safety, and welfare. The establishment, maintenance, or operation of the proposed Animal Hospital will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare, in fact, the proposed Animal Hospital will offer convenient and essential health services to resident's pets in the community. Care Animal Hospital of Libertyville currently operates safely within the Village of Libertyville and has not been a detriment to the neighborhood or community.
- 3) Interference with Surrounding Development. The Animal Hospital development will not adversely affect orderly development of the adjacent properties. The site is bordered by Harding Avenue to the west and a detention area to the east along Butterfield.
- 4) Adequate Public Facilities. Preliminary engineering has been provided to ensure the availability of adequate utilities and essential public services to the subject property for the proposed use and presented design and layout.
- 5) Traffic Congestion. The proposed site will have access off of 176 and Harding Avenue which will provide adequate ingress and egress from the subject property and will have minimal impact on the overall traffic of the area. Included traffic report indicates an increase of 1% is projected overall which is regulated by an appointment based business.
- 6) Destruction of Significant Features. The proposed Animal Hospital development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature.
- 7) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code other than variations that are being requested as part of this request.

SECTION THREE: Special Use Permit and Conditions. A Special Use Permit shall be, and is hereby, granted to the Contract Purchaser, pursuant to Section 16-9 of the Libertyville Zoning Code, for a Special Use Permit for a Veterinary Services establishment in order to construct an animal hospital/veterinarian office; provided, however, that this Special Use Permit shall be, and it hereby is, expressly made subject to the following conditions and limitations:

1. The Special Use 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.
2. Subject to an extension of time granted by the Village Administrator pursuant to Section 15-1.12 of the Libertyville Zoning Code, the Special Use Permit 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.
3. The use shall comply with the Libertyville Zoning Code and 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 Contract Purchaser or their respective successors or assigns at any time in the future to comply with the terms of this ordinance or the Special Use Permit shall subject the Contract Purchaser or such successors or assigns to the penalties set forth in the Libertyville Zoning Code and to termination of the Special Use Permit 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; 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 Contract Purchaser shall have paid all fees and charges owing to the Village and arising from this approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Lots 26, 27, 28, 29, 30, 31 & 32 and That Part of the South Half of the Alley Lying West of the East Line Extended of Said Lot 26 and East of the West Line Extended of Said Lot 32 Vacated by Ordinance 88-O-17 Recorded August 16, 1988 as Document 2711357, all in McJunkin and Sayre's Second Kenloch Park Subdivision, Being a Subdivision in the East Half of the Northwest Quarter of Section 20, Township 44 North, Range 11, East of the Third Principal Meridian According to the Plat Thereof, Recorded August 12, 1925 as Document 263041 in Book O of Plats Page 41, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Granting Approval of a Site Plan Permit (PC 16-20) at 1214 W. Park Avenue – David Luaces, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would approve a Site Plan Permit for an animal hospital/veterinarian office at 1214 W. Park Avenue. The Village Board approved this request at their August 23, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their September 13, 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 1214 W. PARK AVENUE

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A SITE PLAN PERMIT
AT 1214 W. PARK AVENUE

WHEREAS, David Luaces (the “Contract Purchaser”), is the contract purchaser of certain real property commonly known as 1214 W. Park Avenue and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, the Subject Property is zoned in an O-1, Professional Services Office 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 requiring a Special Use Permit pursuant to Section 16-9 of the Libertyville Zoning Code; and

WHEREAS, the Contract Purchaser submitted plans and specifications as required by Section 16-10 of the Libertyville Zoning Code for a Site Plan Permit in order to construct an animal hospital/veterinarian office 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 July 18, 2016, the Development Review Committee reviewed and recommended to continue the requested zoning relief; and

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on June 25, 2016, in the *Daily Herald*, held a public meeting at 7:05 p.m., commencing on July 11, 2016, and concluding on August 8, 2016, 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 August 8, 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. 16-20, dated as of August 17, 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. 16-20, dated as of August 17, 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 Contract Purchaser 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.

SECTION FOUR: Compliance. The failure or refusal of the Contract Purchaser or their successors or assigns at any time in the future to comply with the terms of this ordinance shall subject the Contract Purchaser 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 Contract Purchaser shall have paid all fees and charges owing to the Village and arising from this approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Lots 26, 27, 28, 29, 30, 31 & 32 and That Part of the South Half of the Alley Lying West of the East Line Extended of Said Lot 26 and East of the West Line Extended of Said Lot 32 Vacated by Ordinance 88-O-17 Recorded August 16, 1988 as Document 2711357, all in McJunkin and Sayre's Second Kenloch Park Subdivision, Being a Subdivision in the East Half of the Northwest Quarter of Section 20, Township 44 North, Range 11, East of the Third Principal Meridian According to the Plat Thereof, Recorded August 12, 1925 as Document 263041 in Book O of Plats Page 41, in Lake County, Illinois.

EXHIBIT B

Site Plan Permit

**ATTACHMENTS ARE AVAILABLE FOR REVIEW AT THE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION OFFICE AT
200 EAST COOK AVENUE, LIBERTYVILLE, ILLINOIS
(847) 918-2028**



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Vacating a Portion of an Unimproved Alley

Staff Recommendation: Approve Ordinance Vacating a Portion of an Unimproved Alley Adjacent to 205 S. Fourth Street

Staff Contact: Kevin J. Bowens, Village Administrator

Background: The Village recently received a request from John F. Quigley at 205 S. Fourth Street for the vacation of a portion of the unimproved alley located north of their property (16' x 50'). 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. Quigley 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 205 S. FOURTH 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 north of the property line of Lot 72; and

WHEREAS, the Village has received a request from the property owner of 205 S. Fourth Street to vacate that portion of the unimproved alley located directly north of their property (16’ x 50’), 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

205 S. Fourth 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 644 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 13th day of September, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this 14th day of September, 2016.

ATTEST:

Terry L. Wepler, Village President

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Ordinance Declaring Surplus Property

Staff Recommendation: Approve Ordinance

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

Background: The attached Ordinance and exhibits list Village personal property to be declared surplus. This personal property listed in Exhibit A is intended to be sold at auction through GovDeals, an online government surplus auction website.

The personal property listed in Exhibit B will be scrapped by Buck Bros, a John Deere dealership. The Parks Division Driving Range tractor is 14 years old and requires costly repairs. The tractor is due to be replaced in the 2017/18 Fiscal Year. The John Deere Tractor to be declared surplus was used to pick up golf balls at the Driving Range. Parks purchased a new Kubota cart last fiscal year to replace the Kawasaki Mule which was used as a back-up at the driving range. The Kubota cart will now be used as the front line unit at the driving range. Until they can replace the John Deere Tractor, Parks will continue to use the Kawasaki Mule as a back-up unit and send to auction when Parks receives a replacement Tractor.

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

VILLAGE OF LIBERTYVILLE
ORDINANCE 16 -O- _____

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

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

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

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

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

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

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

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

Section Five: Agreement for Sale. The Village Administrator is hereby authorized to and may direct Village Staff to sell Personal Property listed in Exhibit A at auction and scrap the Personal Property listed in Exhibit B.

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

PASSED this _____ day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: _____ day of _____, 2016

ATTEST:

Terry Weppler, Village President

Sally Kowal, Village Clerk

Exhibit A – Auction

1. 2001 Dodge Caravan – VIN 1B4GP25321B1169027 – Police Seizure Vehicle
2. 2000 Lexus RX – VIN JT6HF10U9Y0118691 – Police Seizure Vehicle
3. 2001 Jeep Grand Cherokee – VIN 1J4GW58N51C638037 – Police Seizure Vehicle

Exhibit B - Scrap

1. Parks Division Driving Range Tractor - 2002 John Deere 4110 (Yanmar Make) 21 HP tractor Model # 3TNE74-EJK Serial # CH 3010D107248 *(This tractor needs repairs that are more costly than the price of a new tractor. This unit is up for replacement in the 2017/18 Fiscal Year. A new tractor is costs approximately \$11,200.)*



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016
Agenda Item: Ordinance Declaring Surplus Property
Staff Recommendation: Approve Ordinance
Staff Contact: Patrice Sutton, Director of Finance

Background: The attached ordinance and exhibit lists personal property to be declared surplus and disposed of. This property is intended to be discarded at Midwest Computer Recycling, Inc. MCRI is in compliance with all Federal, State, County and Local regulations pertaining to safe disposal of hazardous substances found in technology equipment.

This surplus property consists of old PC's, appliances, monitors, printers, batteries, radios and miscellaneous computer parts. The hardware is either too old to be of any continued use or is not functioning and would cost more to repair or refurbish than replace.

Each PC has had the hard drive removed and destroyed. This is the quickest and most economical way to ensure that any sensitive Village data will not be compromised. In addition, memory and other components that could be reused as spare parts have been removed.

This ordinance requires four positive votes to pass.

VILLAGE OF LIBERTYVILLE
ORDINANCE NO. 16-0-_____

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

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Libertyville to dispose of said Personal Property since the hard drives have been destroyed and any reusable part has been retained rendering the equipment not suitable to be sold ;

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 is fully set forth.

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

Section Three: Authorization of Disposal. Pursuant to said statute, the Village Administrator is hereby authorized and directed to dispose of the Personal Property now owned by the Village of Libertyville in such manner as the Village Administrator shall determine.

Section Four: Transfer of Title. Upon payment of the full auction price, or, if not sold pursuant to auction, upon payment of the full purchase price, the Village Administrator is hereby authorized and directed to convey and transfer title to the Personal Property to the successful bidder or purchaser thereof.

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

PASSED this 13th day of September, 2016

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of September, 2016

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

Exhibit A

<u>Item</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Serial No.</u>
Monitor	Dell	M7815	MX0668EN4760512JAG2C
Monitor	Dell	M570	MX06204T4760508FB97L
Monitor	Dell	E172FPb	CNOM160946634501C4S
Monitor	Dell	1702FP	MX08G1524706523BAGN4
Monitor	HP	EN623AA	CNN6361MBX
Monitor	Optquest	Q7B-3	Q4A063009127
Monitor	NEC	LCD1550M	LA15R03
PC	Dell	Optiplex740	C2RN3D1
Printer	HP	Deskjet 895CSE	MX91U1WOMO
Printer	HP	Laserjet 1200	CNBR09171
UPS	Minuteman	CPEBP 1000	KE24090600041
Printer	HP	Laserjet4600DN	JPAKC01041
PC	Comlabs	EMNET	R04170604
Printer	HP	Laserjet 4100	USBDF01334
Radio	Motorola	CT250	422TCG0921
Radio	Motorola	CT250	422HCGC537
Radio	Motorola	CT250	422TCG0989
Radio	Motorola	CT250	422HCGC533
Radio	Motorola	CT250	422TCG0894
Radio	Motorola	CP200	018TFYH379
Radio	Motorola	CP200	018TFYH177
Radio	Motorola	CP200	018TFYH347
Radio	Motorola	CP200	018TFYH375
Radio Charger	Motorola	RLN218A	5822134



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Request to Use Village Property - 12 Oaks Foundation

Staff Recommendation: Approve Request

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is a request from the 12 Oaks Foundation which will be holding the annual fund raiser entitled “Matt’s Mile and 5K” on Saturday, September 24, 2016 in the Prairie Crossing subdivision and at the Shops of Prairie Crossing, both located within the Village of Grayslake. As part of the fund raiser, the Twelve Oaks Foundation is again requesting permission to utilize the Village of Libertyville Prairie Crossing commuter parking lot during the event for their participants.

The Village has approved the request the last 5 years and encountered no problems, and therefore recommends that the Mayor and Village Board authorize the use of the Village of Libertyville Prairie Crossing commuter parking lots on Saturday, September 24, 2016 beginning at approximately 4 p.m. subject to the following conditions:

- The Twelve Oaks Foundation will provide the Village with a certificate of insurance naming the Village as an additional insured;
- The Twelve Oaks Foundation agrees to canvass and cleanup the parking lot following the event;
- The Twelve Oaks Foundation will arrange for a Grayslake CSO to assist the participants crossing at the traffic signal at Illinois Route 127 and Casey/Harris Road.

Four positive votes are required for approval.

Kevin Bowens

From: Kevin Bowens
Sent: Thursday, August 18, 2016 9:35 AM
To: 'Bloemke, Jeffrey F. (AURORA,ILLINOIS)'
Subject: RE: 12 Oaks Foundation - Matt's Mile Event - Saturday September 24, 2016 5PM

Thanks Jeff – I will place your request on the September 13th Village Board agenda. Best wishes for a successful event. Kevin

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

From: Bloemke, Jeffrey F. (AURORA,ILLINOIS) [<mailto:Jeffrey.Bloemke@veritivcorp.com>]
Sent: Wednesday, August 17, 2016 2:38 PM
To: Kevin Bowens
Subject: 12 Oaks Foundation - Matt's Mile Event - Saturday September 24, 2016 5PM

Good afternoon Kevin,
I hope this note finds you well.

Our Matt's Mile event raising funds for families burdened by the excessive costs of caring for a child with cancer is being held on Saturday September 24th 2016. www.12oaksfoundation.org

The parking layout will be same as years past(see attached). We added Libertyville as an Additional Insured(Certificate of Insurance attached) as some of our participants use the commuter train station for parking. While all available parking is identified in the attached pdf, we anticipate requiring access to only a couple of hundred spaces. Since the event is being held late on the afternoon on a Saturday it should have limited impact on normal commuter parking access. Additionally we plan on having a Grayslake Community Service officer assisting with crossing from the commuter lot across Rt. 137.

Let me know, if you need any additional information to gain formal approval from the village.
Please contact me on my cell (847)650-2580, if you have any questions.

Best regards,

Jeff

Jeffrey Bloemke, *Sales Professional*
Packaging Solutions

Veritiv 901 Bilter Road, #200, Aurora, IL, 60502
office: 847 650 2580
Jeffrey.Bloemke@veritivcorp.com

veritivcorp.com



Parking and Traffic



Lighted tent
with tables
and chairs

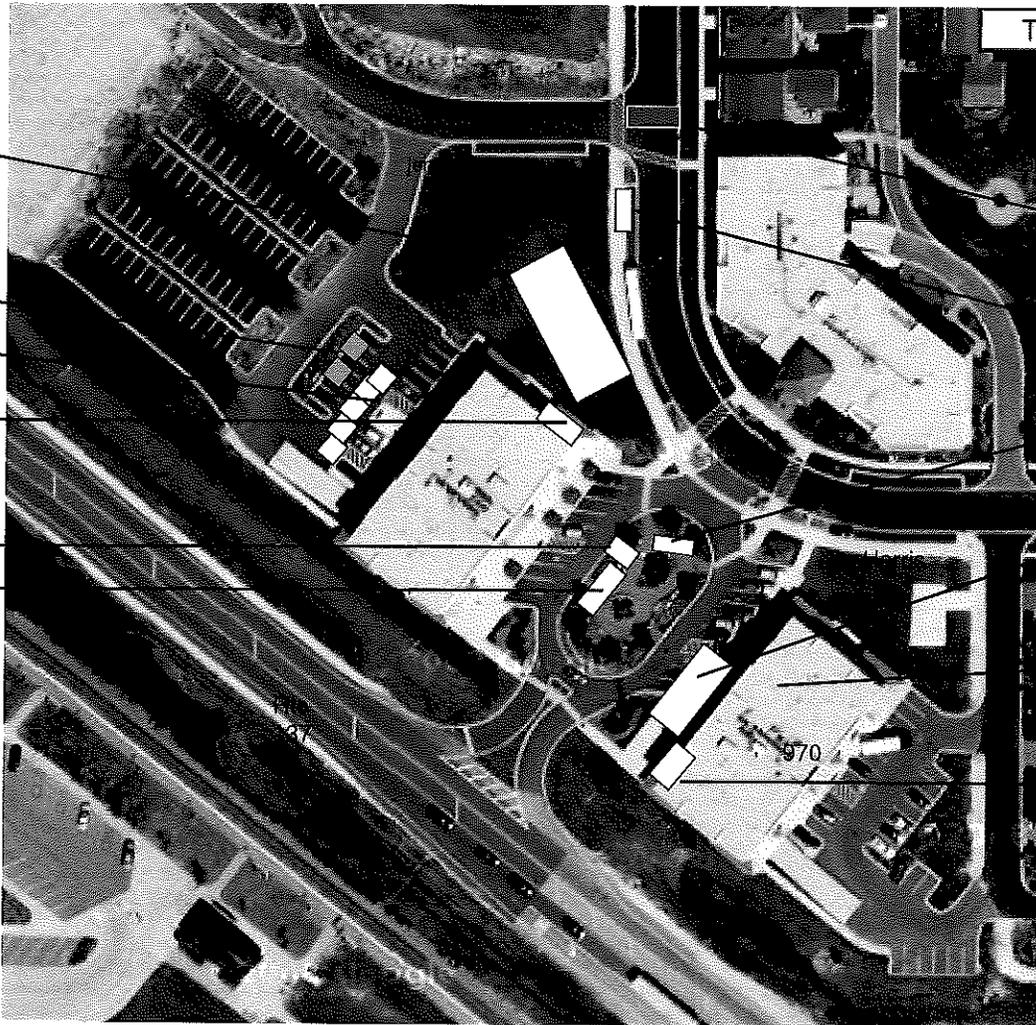
hand wash
stations

porta potties

Band
(stage and
awning?)

Ticket sales
and id check

beer



Tr

Start/finish

table with
water and fruit
for runners

Pop/Water

Food service
tent

Gear check?

Registratio
n/ Race
Day Packet
Pickup



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2016

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

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

PRODUCER Al Haut Agency, Inc 4383 W Campbell Ln Libertyville IL 60048-4603		CONTACT NAME: James Haut PHONE (A/C, No, Ext): (847) 673-5473 E-MAIL ADDRESS: Jim@Hautagency.com FAX (A/C, No): (847) 673-0676	
INSURED 12 Oaks Foundation % Julie Hupp 960 Harris Rd Grayslake IL 60030		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance NAIC # 10672 INSURER B: Underwriters at Lloyds INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL168101072 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		LIQ224029	9/23/2016	9/25/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Combined BI/PPD \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability	X		LIQ224029	9/23/2016	9/25/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Village of Libertyville for Metra station parking
9-24-2016 Event 5k, 10k run, dinner and concert

CERTIFICATE HOLDER

CANCELLATION

Village of Libertyville
118 West Cook Ave
Libertyville, IL 60048

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

AUTHORIZED REPRESENTATIVE

James Haut/JH

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VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Temporary Easement Agreement for Route 45 Sanitary Lift Station

Staff Recommendation: Approve Agreement & Compensation and Authorize Execution

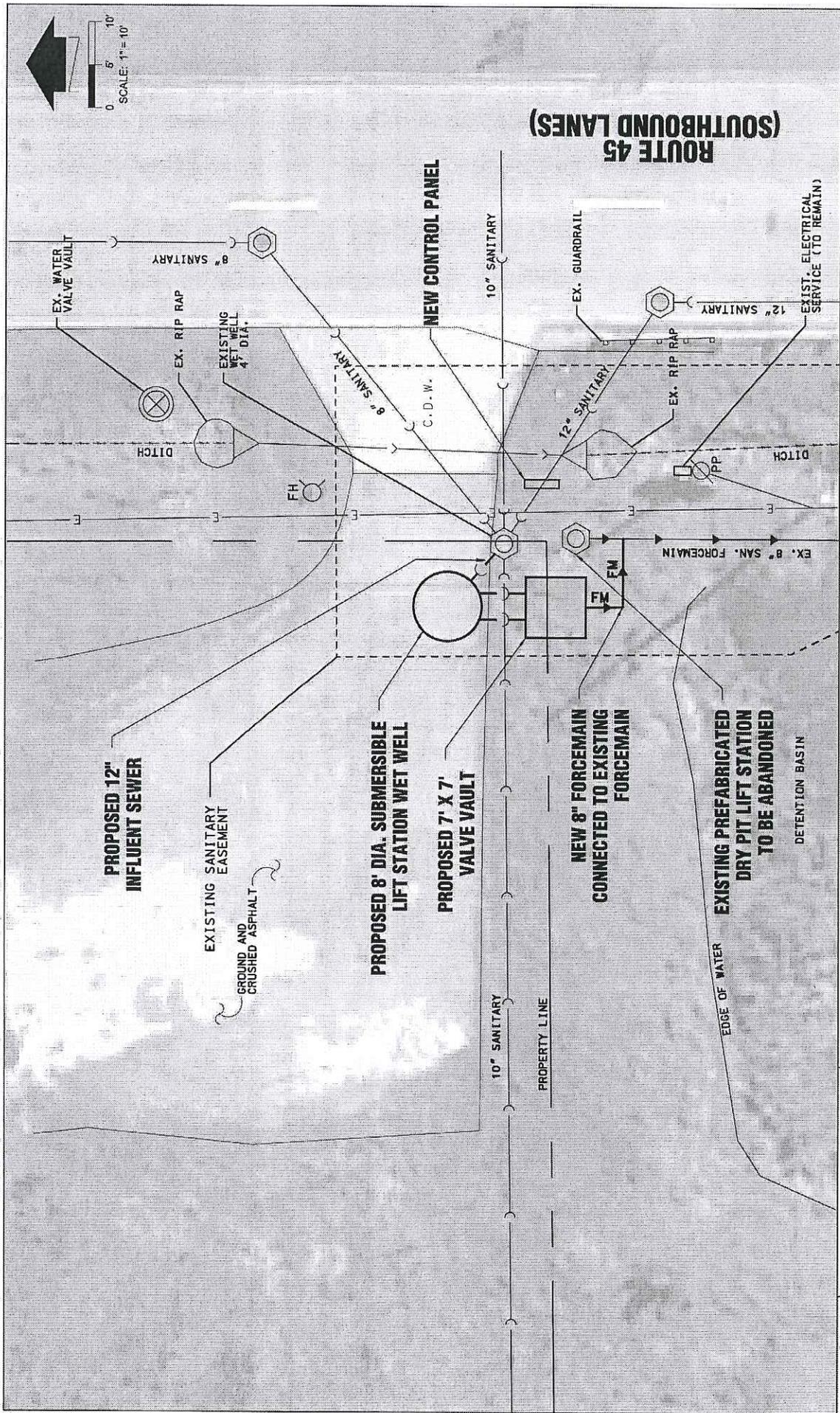
Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

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

On February 23, 2016 the Village Board approved a Professional Services Agreement with RHMG Engineers, Inc. to perform final engineering design, bidding and construction engineering services to replace the station with a more conventional and efficient submersible lift station. During the course of the final engineering design work, it has become apparent that a Temporary Easement will be required from the adjacent property owner in order to construct the new station. The property owner is agreeable to granting the easement, provided that Village compensate the owner the amount \$680.00 that is necessary to cover the outstanding ownership trust fee. This lift station receives a very high daily flow and is critical to the safe and efficient operation of the Village's sanitary sewer system for the northwest portion of the Village. Sufficient funds for the compensation to the owner to execute the easement are available in the Water and Sewer Capital Improvement Fund. Construction for the lift station is still on schedule to occur in the latter portion of this fiscal year.

Administrative Staff recommends approval and execution of the attached Temporary Easement Agreement and compensation to the property owner in the amount of \$680.00 for the replacement of the Route 45 sanitary lift station.

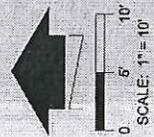
Four positive votes are required for approval.



RHM ENGINEERS, INC.
 ONE CAMPUS DR
 55 TOLLWAY ROAD, SUITE F
 MANDALAY HILLS, ILLINOIS 60060
 847.562.5555 847.742.5553

**ROUTE 45 LIFT STATION
 VILLAGE OF LIBERTYVILLE**

**FIGURE 3
 PRELIMINARY SITE PLAN**



TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016 (the "Effective Date") between Chicago Title Trust Company, N.A. as Trustee under Trust Agreement No. 58L-3582, ("Grantor"), and the Village of Libertyville, an Illinois Municipal Corporation, The Grantor and Grantee are hereinafter referred to individually as a "Party," and together referred to as the "Parties".

RECITALS

WHEREAS, Grantor is the owner of certain real property commonly referred to as 0 N. U.S. Highway 45, Libertyville, Illinois, as depicted in Exhibit A, attached to and incorporated as part of this Agreement (the "Subject Property"); and

WHEREAS, the Grantee is replacing its Route 45 Sanitary Sewer Lift Station because it has reached the end of its useful service life (the "Project"). The existing lift station is located within a permanent easement that spans the southeast corner of the Subject Property.

WHEREAS, in connection with the completion of the Project, Grantee requires a temporary construction access easement for the purposes of having construction access on, over, and across that portion of the Subject Property for the construction of the Project, as depicted in Exhibit A and described in Exhibit B, both attached to and incorporated as part of this Agreement; and

WHEREAS, Grantor is willing to grant to Grantee a temporary construction and construction access easement to construct the Project and to construct the private catch basin and private storm sewer line upon the subject property, as described, above, based on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree that:

1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as though fully set forth.
2. Temporary Construction Access Easement. Grantor, as the owner of the Construction and Access Easement Area, for itself and its successors in title to all or any portion of the Construction and Access Easement Area, hereby grants and conveys to Grantee, its elected officials, officers, agents, employees, officials, contractors, subcontractors, material suppliers, successors and assigns a non-exclusive and temporary easement (the "Construction and Access Easement") on, over, across and through the Construction and Access Easement Area for purposes of ingress and egress over the Construction and Access Easement Area in order to access the Construction and Access Easement Area and in order to transport materials, supplies, equipment, machinery, vehicles and cranes to the Leased Property to construct the Project, and in order to enter upon the Subject Property for the purpose of constructing the private catch basin located on the Subject Property and the private storm sewer line necessary to connect the private storm sewer line to the replacement public storm sewer line.

3. Expiration. This Construction Access Easement is a temporary easement and, unless it is extended in writing by the Grantor, shall expire, without any action by either Party, on December 31, 2017.

4. Consideration. In exchange for the temporary construction easement rights granted to Grantee under Paragraph 2 of this Agreement, Grantee will pay Grantor Six Hundred Eighty Dollars (\$680.00). Grantee will also install a sanitary sewer service stub for future connection by the Grantor. However, all applicable connection fees shall be paid by the Grantor prior to connection to the service stub.

5. Restoration. Grantee shall, upon completion of any work authorized by this Agreement, restore the Subject Property to the condition existing immediately prior to the commencement of the work.

6. Indemnification; General. Subject to the further terms and conditions contained herein and to the extent permitted by law, Grantee hereby indemnifies and holds harmless the Grantor, Grantor's board members, officers, employees and agents ("Grantor Indemnitees"), and shall defend the Grantor Indemnitees, from and against all liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, Legal Expenses) arising out of or related to any injury to or death of any person or damage to property (the "Injuries") occurring on or about the Subject Property to the extent caused by Grantee's negligent exercise of any of Grantee's rights under this Agreement or from the Grantee's negligent use of the Construction and Access Easement Area. Grantee shall not be obligated or responsible to indemnify, hold harmless and defend Grantor Indemnitees, or any third party, from or against any liability, claim, demand, cause of action, cost or expense (including, without limitation, Legal Expenses) arising out of or related to any Injuries to the extent the same result from or arise out of the negligent or wrongful acts or omissions of any of the Grantor Indemnitees. Nothing herein contained shall be interpreted to waive any statutory or common law grants of privilege or immunity.

7. Insurance. Grantee shall procure and maintain and shall require its contractors and subcontractors performing any work for Grantee on the Subject Property to procure and maintain commercial general liability and property damage insurance, which insurance shall name the Grantor Indemnitees as additional insureds thereon. All such policies of insurance shall be in the amount and form as may reasonably be required by Grantor.

8. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations provided Grantor provides Grantee current title insurance policy showing the same.

9. Binding Effect; Easement Runs with Land. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns during the term of this Agreement. The Construction Access Easement is intended to be and shall be construed as an easement running with the land, but only for the specified term of this Agreement.

10. Notices. The Parties may give notice to each other at, and any notice required by the provisions of this Agreement shall be mailed to, the following addresses:

If to Grantee:

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

If to Grantor:

Chicago Title Trust Company
State Bank of the Lakes
440 Lake Street
Antioch, IL 60002

Miscellaneous.

- a. This Agreement, including the Exhibits hereto, represents the entire agreement of the Parties with respect to the subject matter herein contained, and supersedes all prior or contemporaneous agreements, oral or written, with respect to said subject matter.
- b. This Agreement may be amended only by a writing executed by both of the Parties subsequent to the date hereof, and authorized by the Parties' respective governing boards.
- c. Each Party hereby warrants and represents to the other that all appropriate action of its governing board has been taken to authorize entry into and the execution of this Agreement by it, by the persons signing below, and each Party shall provide proof thereof on request of the other Party.
- d. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Grantee and/or Grantor, and/or any of its respective officials, officers and/or employees.
- e. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- f. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.
- g. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof as of the day and year first above written.

GRANTOR

By: _____

GRANTEE

VILLAGE OF LIBERTYVILLE

By: _____

President

ATTEST:

Sally A. Kowal, Village Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20 _____

NOTARY PUBLIC

My Commission expires: _____

Exhibit A
Subject Property Depiction

and

Construction and Access Easement Area Depiction

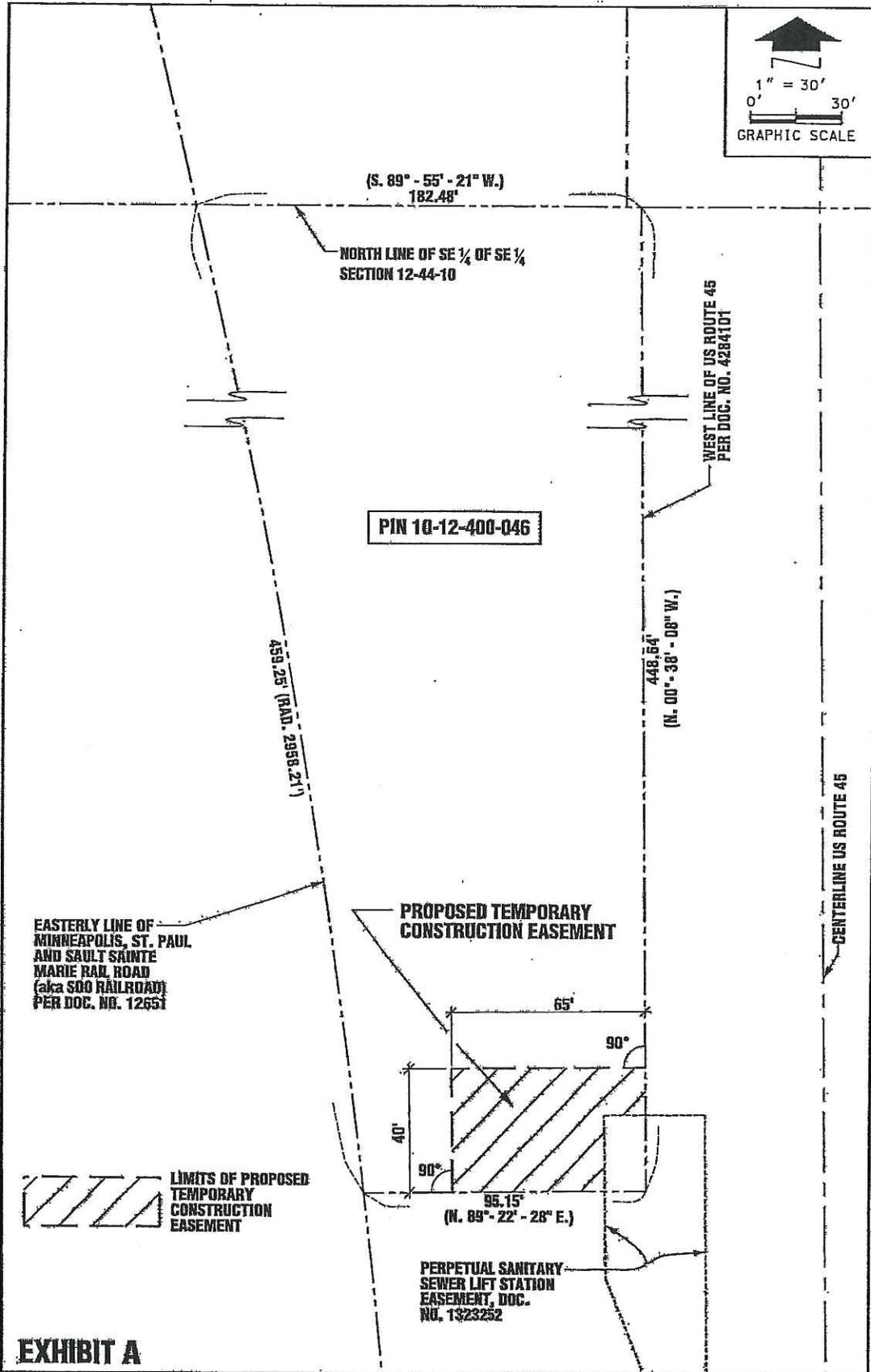


EXHIBIT A



RHM ENGINEERS, INC.
875 CAMPUS DRIVE
MUNDLEIGH, ILLINOIS 60888
847-362-5358

847 S. RANDALL RD.
UNIT 183
ELEM, ILLINOIS 60123

PIN 10-12-400-046

DATE: JUNE 8, 2016

PROJECT NO.: 21614041

Exhibit B

Libertyville – Rte. 45 LS Temporary Construction Easement

PIN 10-12-400-046

Project No. 21614041

Property Description

That part of the Southeast quarter of the Southeast quarter of Section 12, Township 44 North, Range 10 East of the Third Principal Meridian, bounded and described as follows: commencing at the intersection of the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 12 with the easterly line of the premises conveyed to Minneapolis, St. Paul and Sault Sainte Marie Railroad (now Soo Railroad) by deed dated Oct. 12, 1885 as recorded Oct. 13, 1885 as Document No. 12651, said point being 245.09 feet west of the northeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said section; thence southeasterly along the easterly line of said Minneapolis, St. Paul and Sault Sainte Marie Railroad, being a curved line concave southwesterly having a radius of 2,958.21 feet, an arc distance of 459.25 feet (chord bears South 11 degrees 36 minutes 28 seconds East, a distance of 458.79 feet); thence North 89 degrees 22 minutes 28 seconds East, a distance of 95.15 feet to the westerly right of way line of U.S. Route 45 (as described in Document No. 4284101, recorded Jan. 25, 1999); thence North 00 degrees 38 minute 08 seconds West, along the West line of said U.S. Route 45, a distance of 448.64 feet to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence South 89 degrees 55 minutes 21 seconds West, along the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 12, a distance of 182.48 feet to the point of beginning, in Lake County, Illinois.

Temporary Construction Easement

The East 65.0 feet (as measured at a right angle to the easterly property line) of the south 40.0 feet (as measured at a right angle to the southerly property line) of the above described property (except that portion previously granted to the Village of Libertyville, Illinois as a Perpetual Easement by Document No. 1323252, recorded Nov. 25, 1966).



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Raffle License Request - Advocate Charitable Foundation

Staff Recommendation: Authorize license.

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is an application from the Advocate Charitable Foundation requesting permission to conduct raffle sales within the Village on September 1, 2016 through October 8, 2016. The proceeds will go to the Advocate Condell Medical Center.

The Administrative Staff recommends the Board approve a raffle license for the Advocate Charitable Foundation. Four affirmative votes are required for approval.



RAFFLE LICENSE APPLICATION – FEE \$60.00

Applicant (organization) Advocate Charitable Foundation
Applicant representative Jennifer Thanos
Address 3075 Highland Parkway, Suite 600
Downers Grove, IL 60515

The type of organization applying for the raffle license.

Please indicate: () Religious () Labor (X) Charitable () Other
() Educational () Fraternal () Veterans'

Purpose of raffle Raise funds for Advocate Condell Medical Center

Area within Village where raffle will be conducted at Advocate Condell Medical Center

Chances will be sold from Sept 1, 2016 to Oct 8, 2016 (maximum 180 days)

Winning chances determined at Ivanhoe Club on October 8, 2016.
(Place of drawing)

Aggregate retail value of all prizes or merchandise to be awarded in this raffle. \$ 200-500 approx ^{50/50 cash raffle}
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 August 15, 2016

Mary A. Matthews
Asst. Secretary

[Signature]
Presiding Officer



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Request to Waive False Alarm Fees

Staff Recommendation: Waive False Alarm Fees

Staff Contact: Richard M. Carani, Fire Chief

Background: Attached is an invoice which was sent to Gold Eagle Liquors, 255 Peterson Road in Libertyville for false alarm fire responses. There was also a previous invoice sent to Gold Eagle for three prior false alarms, which was paid in full. The owner of Gold Eagle Liquors has asked for consideration of waiving the false alarm fees on the second invoice totaling \$825.

Gold Eagle Liquors was made aware of a problem with their fire alarm and was notified by the Fire Department to have the alarm fixed. Gold Eagle Liquor then contracted with Century Sprinkler Company to repair the problem. Century Sprinkler was not immediately able to start the work due to the fact they had to submit plans to the Village and submit for a permit to complete the work. This delay resulted in additional false alarms.

Because Gold Eagle Liquors was responsive in contracting to fix the problem and due to the fact it took time for Century to receive a permit and complete the work, Staff is recommending the Village waive the fees in the amount of \$825.

Four affirmative votes are needed for approval.



VILLAGE OF LIBERTYVILLE

118 WEST COOK AVENUE
LIBERTYVILLE, IL 60048
(847) 918-2009

INVOICE

GOLD EAGLE LIQUORS
255 PETERSON RD
LIBERTYVILLE, IL 60048

Customer ID: GOLD EAGLE
Invoice Number: 0000002724
Invoice Date: 07/11/2016
Due Date: 08/10/2016

Quantity	Description	Unit Price	Amount
1	FALSE ALARM CHARGES - 9	825.00	825.00

DATE RANGE: 4/1/16-6/30/16

FALSE ALARM CHARGES: 1-3 PREVIOUSLY BILLED

- #4 4/5/16 - \$75
- #5 4/12/16 - \$100
- #6 4/18/16 @ 14:08 - \$125
- #7 4/18/16 @ 14:33 - \$150
- #8 6/1/16 - \$175
- #9 6/15/16 - \$200

TOTAL: \$825.00

ANY QUESTIONS REGARDING THIS INVOICE CONTACT KEN KOMERS AT THE FIRE DEPT 847-918-2063.

Total Invoice:	825.00
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	825.00

VILLAGE OF LIBERTYVILLE

INVOICE

Customer ID: GOLD EAGLE
Invoice Number: 0000002724
Service Date: 07/11/2016
Invoice Date: 07/11/2016
Due Date: 08/10/2016

PLEASE RETURN A COPY OF INVOICE
WITH PAYMENT

Payments made to the Village of Libertyville by check will
be converted into Electronic Debits and processed through
the Automatic Clearing House (ACH)





AUTOMATIC SPRINKLER CO, INC.

1533 St. Paul Avenue ■ Gurnee, IL 60031-2148
(847) 623-9059 ■ Fax (847) 623-9066

Gold Eagle
255 Peterson Rd
Libertyville

3/31/16

RE: Fire Sprinkler Quote for a new RPZ Backflow Preventer

We are pleased to offer you a quote of \$9,945.00 to provide and install the fire protection system work for the above referenced project.
Our proposal is as follows:

- A. SCOPE OF WORK
 - 1. Install a new 6" RPZ, remove existing check valve.
- B. MATERIALS
 - 1. Includes a new Wilkin's RPZ and associated pipe & fittings.
 - 2. All materials will meet NFPA #13 requirements
- C. INSTALLATION
 - 1. Systems will be tested per NFPA #13.
 - 2. We use existing sprinkler mains and lines inside the building.
 - 3. The following work is not included. (EXCLUSIONS)
 - a. Any Electrical Wiring, / Panels or devices
 - b. Premium Time Hours
 - c. Any conditions beyond or control that will not allow us to perform or work.
 - d. Any Applicable Permit / Consultants / Drain down Fees.

NOTE: Main water line will need to be shut off for approx. 2 - 4 hours.

Thank you for consulting Century for your fire protection needs.
This quote is valid for the next 30 days. If you have any questions, please call.

Sincerely,
Century Automatic Sprinkler Co., Inc.

Dave Cobian

Authorization to proceed  Date 4-6-16
Terms and conditions. 1/2 down upon receipt of this signed proposal. Final payment upon completion of work.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: 2016-17 Parkway Tree Pruning Program

Staff Recommendation: Award Tree Pruning Contract to Landscape Concepts Management and Authorize Execution

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

Background:

The Public Works Department solicited bids for the pruning of Village parkway trees. This is for a multi-year contract (up to two additional years), contingent upon Board approval for the yearly renewals. Seven bids were received and opened August 29, 2016. The Bid Tabulation is attached. The total cost for this Program is based on the budgeted amount of \$35,700.00 in the Parks Division Budget.

Landscape Concepts Management (LCM) was the lowest responsible bidder. LCM has provided tree pruning services for the past three years for the Village and has done an excellent job to date.

For purposes of identifying the areas to be pruned for this year's Program, the Village is broken down into quadrants. A Quadrant Map is attached. The Northeast Quadrant, which is the area to the north of ILL Route 176 and east of ILL Route 21, will be the first area to be pruned this year based upon the identified need. Once this area is completely pruned, the contractor will begin pruning in the Northwest Quadrant, which is north of ILL Route 176 and west of ILL Route 21.

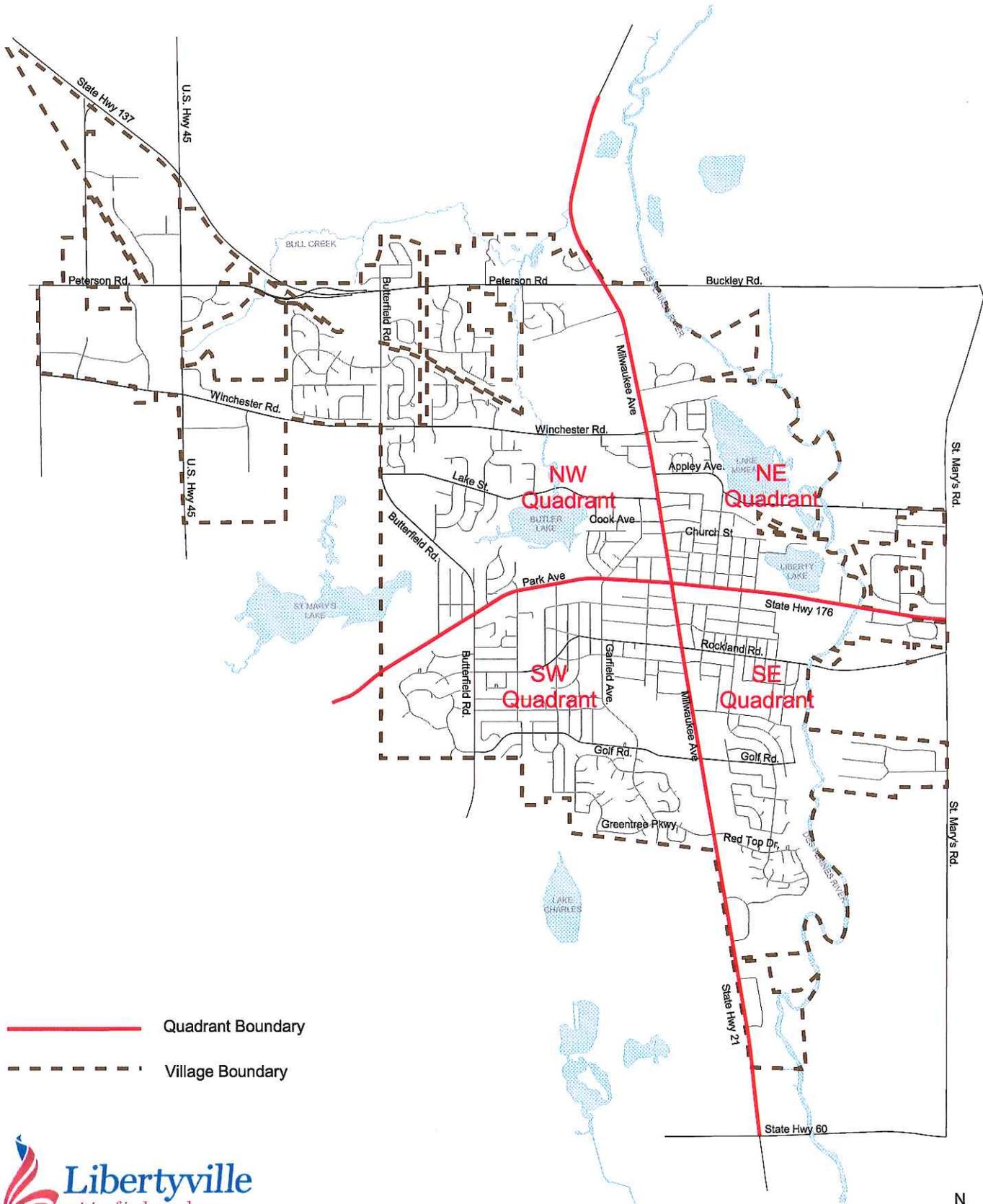
Administrative staff recommends that the contract be awarded to Landscape Concepts Management and authorize execution by the Village Administrator for the 2016-17 Parkway Tree Pruning Program in the not-to-exceed amount of \$35,700.00. Four positive votes are required for approval.

Village of Libertyville
Dormant Tree Pruning - Bid Tabulation
August 29, 2016 - 10:00 am

Category	Description	Size	Estimated Quantity	Landscape Concepts Management		Advanced Tree Care		Kinnucan Tree Experts & Landscaping Company		Monster Tree Service		Trees 'R Us Inc.		Clean Cut Tree Service		Continental Construction Company Inc.			
				Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2016/17	Total 2016/17	Cost Per Tree 2017/18	Total 2017/18
1	Small Trees	6"-12" DBH	600	\$18.00	\$10,800	\$18.00	\$10,800	\$20.00	\$12,000	\$40.00	\$24,000	\$24.00	\$14,400	\$28.00	\$16,800	\$33.00	\$19,800		
2	Medium Trees	13"-20" DBH	1200	\$42.00	\$50,400	\$43.00	\$51,600	\$45.00	\$54,000	\$50.00	\$60,000	\$49.00	\$58,800	\$70.00	\$84,000	\$85.00	\$102,000		
3	Large Trees	21"-30" DBH	400	\$58.00	\$23,200	\$58.00	\$23,200	\$67.00	\$26,800	\$60.00	\$24,000	\$89.00	\$35,600	\$128.00	\$51,200	\$129.00	\$51,600		
4	Extra Large Trees	31" and Over DBH	100	\$75.00	\$7,500	\$80.00	\$8,000	\$98.00	\$9,800	\$75.00	\$7,500	\$99.00	\$9,900	\$180.00	\$18,000	\$189.00	\$18,900		
					\$91,900		\$93,600		\$102,600		\$115,500		\$118,700		\$170,000		\$192,300		
Category	Description	Size	Estimated Quantity	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2017/18	Total 2017/18	Cost Per Tree 2018/19	Total 2018/19
1	Small Trees	6"-12" DBH	600	\$18.50	\$11,100	\$18.00	\$10,800	\$22.00	\$13,200	\$42.00	\$25,200	\$24.50	\$14,700	\$28.70	\$17,220	\$35.00	\$21,000		
2	Medium Trees	13"-20" DBH	1200	\$43.50	\$52,200	\$43.00	\$51,600	\$48.00	\$57,600	\$52.50	\$63,000	\$49.50	\$59,400	\$71.75	\$86,100	\$91.00	\$109,200		
3	Large Trees	21"-30" DBH	400	\$60.00	\$24,000	\$58.00	\$23,200	\$69.00	\$27,600	\$63.00	\$25,200	\$89.50	\$35,800	\$131.00	\$52,400	\$136.00	\$54,400		
4	Extra Large Trees	31" and Over DBH	100	\$79.50	\$7,950	\$80.00	\$8,000	\$101.00	\$10,100	\$78.50	\$7,850	\$99.50	\$9,950	\$184.50	\$18,450	\$181.00	\$18,100		
					\$95,250		\$93,600		\$108,500		\$121,250		\$119,850		\$174,170		\$202,700		
Category	Description	Size	Estimated Quantity	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2018/19	Total 2018/19	Cost Per Tree 2019/20	Total 2019/20
1	Small Trees	6"-12" DBH	600	\$19.25	\$11,550	\$18.00	\$10,800	\$24.00	\$14,400	\$44.00	\$26,400	\$25.00	\$15,000	\$29.40	\$17,640	\$38.00	\$22,800		
2	Medium Trees	13"-20" DBH	1200	\$45.00	\$54,000	\$43.00	\$51,600	\$50.00	\$60,000	\$55.00	\$66,000	\$50.00	\$60,000	\$73.55	\$88,260	\$96.00	\$115,200		
3	Large Trees	21"-30" DBH	400	\$62.00	\$24,800	\$58.00	\$23,200	\$72.00	\$28,800	\$66.00	\$26,400	\$90.00	\$36,000	\$134.00	\$53,600	\$143.00	\$57,200		
4	Extra Large Trees	31" and Over DBH	100	\$82.00	\$8,200	\$80.00	\$8,000	\$103.00	\$10,300	\$82.00	\$8,200	\$100.00	\$10,000	\$189.00	\$18,900	\$188.00	\$18,800		
					\$98,550		\$93,600		\$113,500		\$127,000		\$121,000		\$178,400		\$214,000		

Per tree price includes complete pruning of tree per specifications, removal of all tree debris and the work site is left clean of all related tree removal debris DBH (diameter of breast height) of trees shall be measured at a height of 4.5 feet above the average ground level surrounding the tree.

Village of Libertyville Tree Pruning



- Quadrant Boundary
- - - Village Boundary





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: **REPORT OF THE PLAN COMMISSION (PC 16-25, Special Use Permit for General Warehousing and Storage)**
Foulds Inc., Applicant
520 E. Church 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

Background: Mr. Chris Bradley is requesting approval of a Special Use Permit to allow General Warehousing and Storage in the corner warehouse building at 520 E. Church Street. Members of the Plan Commission noted that if manufacturing was being done on site that the warehousing of the same product would be allowed as an accessory use. A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0, subject to the following conditions:

1. That there be no truck deliveries or truck idling taking place after 9:00 p.m. or prior to 7:00 a.m.
2. That with each new lease agreement between the property owner and any future tenant occupant there shall be an Occupancy Permit application submitted to the Village for review and approval prior to such tenant obtaining occupancy of the subject building.
3. The current occupant at 520 E. Church Street, Harbortown Industries, shall secure an Occupancy Permit prior to any further occupancy of this building.
4. That all applicable regulations as governed by the Occupational Safety & Health Administration as it relates to requirements for warehousing and storage such as the handling, storage, use, and disposal of warehouse items shall be complied with.
5. That all other all other building violations as identified by the Fire Department and Building Division are rectified prior to Village Board approval for the Special Use Permit.

In line with Condition No. 5, Administrative Staff will not schedule Village Board of Trustees review of the proposed ordinance until all items have been addressed.

Four positive votes are required for approval.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 16-25, Foulds, Inc.

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

Pursuant to the **APPLICATION** of **FOULDS, INC.**, being the **OWNER** of real estate located at **520 E. CHURCH STREET**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A SPECIAL USE PERMIT FOR GENERAL WAREHOUSING AND STORAGE IN AN I-3, GENERAL INDUSTRIAL DISTRICT, CHAPTER 26, SECTION 7-4.3**, 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 **AUGUST 6, 2016**, and held on **AUGUST 22, 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, Robert F. Bleck, of Bleck & Bleck Architects, is seeking approval for a Special Use Permit for Warehousing and Storage for property located in an I-3, General Industrial District at 520 E. Church Street.

The property previously operated as Foulds, Inc. In 1905, the company moved into a former 180,000 square foot ladder manufacturing building on Church Avenue on the east half of the property. Foulds, Inc. produced products such as macaroni and cheese dinners, egg noodles, and spaghetti. The smaller 24,000 square foot existing warehouse building is located on the west end of the site at the northeast corner of Church Street and Second Street, constructed approximately 55 years ago. The smaller warehouse structure served an ancillary purpose for the Foulds, Inc. pasta manufacturing operation. Foulds, Inc. has recently ceased operations leaving both buildings currently unoccupied.

The current proposal is to use the existing smaller building for general warehousing with no plans to redevelop the site at this time other than maintenance. The owner's intent is to rent storage space at this facility for light hazard materials without a specific tenant being identified. The Zoning Code does not require a tenant to be named, but only regulates the land use.

Staff has been working with the property owner who has leased the warehouse space to Harbortown Industries without the benefit of applying for an Occupancy permit. There are multiple Building and Fire Code violations with the building that are listed in the Building and Fire Department review

Report of the Plan Commission, PC 16-25

comments. It is Staff's understanding that the building owner has agreed to rectify these violations, bring the building up to code and will schedule the proper inspections upon completion.

The owner anticipates parking for up to 10 employees will be necessary. However, due to the warehouse space having just one (1) washroom, the Building Code requires not more than 5 employees may occupy the warehouse space at any one time. There is an existing parking lot between the two buildings with 60 parking spaces. The Zoning Code will require at least 22 parking spaces for a warehouse building of this size.

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. The proposed use will not cause an adverse impact on adjoining properties. The only change is the products stored were not created on site.
 - 3) Interference with Surrounding Development. The proposed use will not cause interference with surrounding development.
 - 4) Adequate Public Facilities. There are adequate public facilities to serve the use.
 - 5) Traffic Congestion. The proposed use will not cause any undue traffic congestion.
 - 6) Destruction of Significant Features. There are no proposed changes to the exterior of the site.
 - 7) Compliance with Standards. The proposed use is consistent with the Standards for a Special Use Permit.

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 GENERAL WAREHOUSING AND STORAGE IN AN I-3, GENERAL INDUSTRIAL DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT THERE BE NO TRUCK DELIVERIES OR TRUCK IDLING TAKING PLACE AFTER 9:00 P.M. OR PRIOR TO 7:00 A.M.**
2. **THAT WITH EACH NEW LEASE AGREEMENT BETWEEN THE PROPERTY OWNER AND ANY FUTURE TENANT OCCUPANT THERE SHALL BE AN OCCUPANCY PERMIT APPLICATION SUBMITTED TO THE VILLAGE FOR REVIEW AND APPROVAL PRIOR TO SUCH TENANT OBTAINING OCCUPANCY OF THE SUBJECT BUILDING.**

Report of the Plan Commission, PC 16-25

- 3. THE CURRENT OCCUPANT AT 520 E. CHURCH STREET, HARBORTOWN INDUSTRIES, SHALL SECURE AN OCCUPANCY PERMIT PRIOR TO ANY FURTHER OCCUPANCY OF THIS BUILDING.**
- 4. THAT ALL APPLICABLE REGULATIONS AS GOVERNED BY THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION AS IT RELATES TO REQUIREMENTS FOR WAREHOUSING AND STORAGE SUCH AS THE HANDLING, STORAGE, USE, AND DISPOSAL OF WAREHOUSE ITEMS SHALL BE COMPLIED WITH.**
- 5. THAT ALL OTHER ALL OTHER BUILDING VIOLATIONS AS IDENTIFIED BY THE FIRE DEPARTMENT AND BUILDING DIVISION ARE RECTIFIED PRIOR TO VILLAGE BOARD APPROVAL FOR THE SPECIAL USE PERMIT.**

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

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

NAYS: NONE

ABSENT: COTEY

Respectfully Submitted, September 7, 2016.

Chair, Plan Commission

Secretary, Plan Commission

Report of the Plan Commission, PC 16-25

EXHIBIT A

Legal Description of the Property

Parcel 1: Lots 11 Through 24, in Book 27 in C. Frank Wrights Addition to Libertyville, a Subdivision of Part of Sections 15, 16, 21 and 22, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof, Recorded July 24, 1893 as Document 55584 in Book C of Plats, Pages 66 and 67, in Lake County, Illinois.

Parcel 2: Lots 1 and 2 (Except That Part Thereof Falling in Orchard Street) in Block 7 in Wright's First Addition to Block 6 in the Original Town of Libertyville, Being a Subdivision of Part of Lot 14 in School Trustees' Subdivision of Section 16, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded April 18, 1883, as Document 28217, in Book "A" of Plats, Page 48, in Lake County, Illinois.

EXCERPTS FROM PLAN COMMISSION MEETING MINUTES

Draft August 22, 2016, Plan Commission Meeting Minutes

**PC 16-25 Bleck & Bleck Architects, LLC, Applicant
520 E. Church Street**

Request is for a Special Use Permit for Warehousing and Storage for property located in the I-3 General Industrial District.

Mr. David Smith, Senior Planner, introduced the request for the Special Use Permit. Mr. Smith stated that the petitioner, Robert F. Bleck, of Bleck & Bleck Architects, is seeking approval for a Special Use Permit for Warehousing and Storage for property located in the I-3, General Industrial District at 520 E. Church Street.

Mr. Smith stated that the property previously operated as the Foulds, Inc. pasta manufacturing facility in the 3-story manufacturing building on Church Avenue on the east half of the property. He stated that the smaller 24,000 square foot existing 1-story warehouse building located on the west end of the site at the northeast corner of Church Street and Second Street had an ancillary purpose for the Foulds, Inc. pasta manufacturing operation. Mr. Smith stated that Foulds, Inc. has recently ceased operations leaving both buildings currently unoccupied.

Mr. Smith stated that the current proposal is to use the existing smaller building for general warehousing with no plans to redevelop the site at this time other than maintenance.

Mr. Robert Bleck, architect and agent for the petition, stated that the building has been used for off-street loading for the past 55 years for the Foulds, Inc. manufacturing facility. He stated that they do not anticipate that the frequency of truck deliveries would exceed 2 or 3 times per week and that there would be a very low noise impact. He stated that there would be five employees or less on site at any given time and that there would not be a parking issue.

Mr. John Spoden, Director of Community Development, stated that one of Staff's recommended conditions for approval includes that there should be no overnight deliveries or truck idling. He stated that they will be required to meet the 15% or less of the lot area for any outdoor storage. He stated that the Building Division will still need to do on-site inspections and the building will need to be brought up to code before an occupancy permit can be issued.

Mr. Charles Fiore, 300 E. Church Street, stated that he is concerned that the tenants or property owner will dump trash or store items without screening along the north side of the building.

Mr. Bleck stated that the land area along the north side of the building belongs to the railroad and does not belong to Foulds.

Mr. Fiore stated that he is concerned that there will not be enough parking on site to accommodate future users of building.

Mr. Bleck stated that the parking lot contains 60 parking spaces that are devoted to the two buildings on the land that is single ownership. He stated that he does not anticipate that there will be a parking problem.

Chairman Moore asked what would happen if part of the lot is sold and would this affect future development. Mr. Spoden stated that in this scenario it would most likely trigger the need for a Planned Development.

Mr. George Green, 341 Third Street, stated that the current tenant in the building, Harbortown, receives more than 3 deliveries each week. He stated that there is truck idling all the time. He stated that he has seen kids get into the factory building on the property all the time and is concerned about the lack of supervision on the site. He stated that the property is dark at night lacking enough lighting for security.

Mr. Spoden stated that Mr. Green or anyone may contact the police if they observe suspicious activity.

Commissioner Oakley asked if there will be any outdoor storage. Mr. Chris Bradley, property owner, stated that there will not be any outdoor storage.

Commissioner Semmelman asked the petitioner if they will agree to the delivery time and truck idling restrictions proposed by Staff. Mr. Bradley stated that they will agree to those conditions.

Commissioner Schultz stated that he is concerned about the potential lack of security.

Mr. Bradley stated that once he is able to get the building occupied and the revenue comes in, they will begin to rehab the site and then improving the security concerns and eventually incorporate better exterior lighting for the property.

Chairman Moore asked how far along is the owner in bringing the building up to code. Mr. Bradley stated that they are between 80% and 90% complete with the outstanding Building Code issues.

Chairman Moore asked the petitioner if they agree to all of the conditions proposed by Staff. Mr. Bradley stated that they agree.

Mr. Fiore stated that he is still confused the how the north side of the building will not become an outdoor storage area for the applicant.

Mr. Bleck stated that the north side of the building is land that does not belong to the Fould's owner and that the owner will not use that land as an outdoor storage area.

Chairman Moore asked the applicant what they would like for the Plan Commission to do tonight regarding their petition. Mr. Bleck stated that they would like for the Plan Commission to render their recommendation to the Village Board.

In the matter of PC 16-25, Commissioner Semmelman moved, seconded by Commissioner Schultz, to recommend the Village Board of Trustees approve a Special Use Permit for Warehousing and Storage for property located in the I-3 General Industrial District, subject to the following conditions:

- 1. That there be no truck deliveries or truck idling taking place after 9:00 p.m. or prior to 7:00 a.m.*
- 2. That with each new lease agreement between the property owner and any future tenant occupant there shall be an Occupancy Permit application submitted to the Village for review and approval prior to such tenant obtaining occupancy of the subject building.*
- 3. The current occupant at 520 E. Church Street, Harbortown Industries, shall secure an Occupancy Permit prior to any further occupancy of this building.*
- 4. That all applicable regulations as governed by the Occupational Safety & Health Administration as it relates to requirements for warehousing and storage such as the handling, storage, use, and disposal of warehouse items shall be complied with.*
- 5. That all other all other building violations as identified by the Fire Department and Building Division are rectified prior to Village Board approval for the Special Use Permit.*

Motion carried 6 - 0.

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

Nays: None

Absent: Cotey

**ATTACHMENTS ARE AVAILABLE FOR REVIEW AT THE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION OFFICE AT
200 EAST COOK AVENUE, LIBERTYVILLE, ILLINOIS
(847) 918-2028**



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Receipt of April 30, 2016 Audit

Staff Recommendation: Accept Comprehensive Annual Financial Report (Audit) for the Fiscal Year Ended April 30, 2016

Staff Contact: Patrice Sutton, Director of Finance

Background: A representative of the accounting firm of Lauterbach and Amen, LLP will be in attendance at the Village Board meeting to present the April 30, 2016 Village's Comprehensive Annual Financial Report to the Village.

The 2016 Audit is submitted to the Government Finance Officers Association for consideration of their Certificate of Achievement for Excellence in Financial Reporting Award. The Village's 2015 Audit received the award and a reproduction of that award is included in the 2016 report. The Administrative Staff recommends that the Village Board formally accept the Annual Audit for the fiscal year ended April 30, 2016.

Four positive votes are required for approval.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Resolution for Change Order # 1 for Church Street Parking Garage Construction Project

Staff Recommendation: Adopt Resolution

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

Background: On April 12, 2016 the Village Board awarded the contract for the Church Street Parking Garage Construction Project to the lowest responsive bidder, Walsh Construction Co. II, LLC (Walsh) in the amount of \$8,740,000.00. Funding for the project has been provided in the Tax Increment Financing (TIF) District Fund. Due to unforeseen field conditions; 1) a segment of storm sewer needed to be replaced with water main quality pipe material to comply with IEPA separation guidelines; 2) the storm sump pump discharge line from the Civic Center needed to be extended and connected to the relocated storm sewer system; and 3) foundation undercutting was required to provide a suitable base. Walsh has already completed this work in order to not delay the overall completion schedule and has provided the attached cost documentation. This will necessitate a Change Order to the Church Street Parking Garage Construction Project contract in the amount of \$7,114.75. Funds are available in the TIF District Fund for this additional work.

Administrative staff recommends the adoption of the attached resolution for approval of Change Order #1 to the contract with Walsh for the various storm sewer and foundation undercutting work. Four positive votes are required for approval.

RESOLUTION 16-R- _____

A RESOLUTION APPROVING
CHANGE ORDER NO. 1 TO THE CONTRACT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
WALSH CONSTRUCTION CO. II, LLC

WHEREAS, the Village of Libertyville entered into a certain contract with Walsh Construction Co. II, LLC for the Church Street Parking Garage Construction Project which was approved by the President and Village Board of Trustees on April 12, 2016, and

WHEREAS, the Village has realized additional funding to perform additional work; and

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

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

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

Section 2. Change Order 1 is attached as Exhibit 1 for a net increase of \$7,114.75 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

Section 3. The resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

PASSED this _____ day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: _____ day of _____, 2016

Village President

ATTEST:

Village Clerk

EXHIBIT A

Change Order No. 1

Order No. 1
Date: 09/13/16
Agreement Date: 04/12/16

Name of Project: Lake Church Parking Garage Construction Project
Owner: Village of Libertyville
Contractor: Walsh Construction Co. II, LLC

Justification: Additional cost for various sewer and foundation undercutting work.

Change of Contract Price

Original Contract Price:	\$8,740,000.00
Current Contract Price adjusted by Previous Change Orders:	\$8,740,000.00
The Contract Price due to this Change Order will be increased by:	\$ 7,114.75
The New Contract Price including this Change Order will be:	\$8,747,114.75

Approval Required:

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

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



AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Libertyville Civic Center Parking Structure 123 West Church Street Libertyville, IL 60048	CHANGE ORDER NUMBER: 001 DATE: August 18, 2016	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Walsh Construction 929 W. Adams Chicago, IL 60607	ARCHITECT'S PROJECT NUMBER: 31-7818.00 CONTRACT DATE: 04/27/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

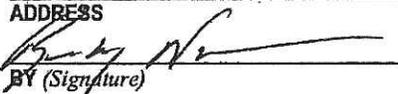
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Walsh PCI 5002: Replace storm line on Church Street, remove 15 feet of 12" clay storm over water main and sanitary sewer.
Replace with 12 inch watermain quality. (Exhibit A)
Walsh PCI 5003: Additional 8" PVC storm from Church area well to CB10. (Exhibit B)
Walsh PCI 5005: Undercut required at B/8. (Exhibit C)

The original Contract Sum was	\$ 8,740,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 8,740,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,114.75
The new Contract Sum including this Change Order will be	\$ 8,747,114.75

The Contract Time will be increased by half (0.5) days.
The date of Substantial Completion as of the date of this Change Order therefore is 220.5 days following the commencement date.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Walker Parking Consultants</u> ARCHITECT <i>(Firm name)</i>	<u>Walsh Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Village of Libertyville</u> OWNER <i>(Firm name)</i>
<u>505 Davis Road, Elgin, IL 60123</u> ADDRESS	<u>929 W. Adams, Chicago, IL 60607</u> ADDRESS	<u>118 W. Cook Ave., Libertyville, IL 60040</u> ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>Bradley F. Navarro</u> <i>(Typed name)</i>	<u></u> <i>(Typed name)</i>	<u></u> <i>(Typed name)</i>
<u>August 18, 2016</u> DATE	<u>August 18, 2016</u> DATE	<u>August 18, 2016</u> DATE

C H A N G E I T E M R E Q U E S T



Walsh Construction Company II, LI

Main Office:

929 W Adams Street
Chicago, IL 60607
PH: 312-563-5400 FX: 312-492-0601

Jobsite:

123 West Church Street
Libertyville IL 60048
PH: 847-372-7584 FX:

Project Name: Libertyville Civic Center Parking Structure

Contractor Project No.: 216046

Owner Contract No.:

From: Hector Gutierrez

To: Walker Parking Consultants - Bradley Navarro
Village of Libertyville - Paul Kendzior

PCI No.: 5002

Revision No. 0

OCO No.:

Date: July 5, 2016

cc: PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate 0 calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day July 19, 2016

Scope Of Work:

Replace storm line on Church Street: Remove 15 feet of 12" clay storm over water main and sanitary sewer. Replaced with water main quality 12" per Gewalt Hamilton Assoc. direction

REQUESTED TOTAL DAYS: 0 REQUESTED TOTAL DOLLARS ADD \$3,779.00

Impacted Sub-Contractor(s):

DK CONTRACTORS

Qualifications:

- 1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
a. Costs associated with Winter Conditions.
b. Costs for Permits
c. Costs for Testing (identified in Contract as by Owner)
d. Premium Time Labor, Acceleration, and Extended General Conditions.
e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments:

Provide direction below and execute for the above scope of work and corresponding estimate for cost and schedule impact.

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED.

Prepared By: X [Signature]
Walsh Construction Company II, LLC - Hector Gutierrez

Reviewed By: X [Signature]
Walsh Construction Company II, LLC -

- Response (check one):
1 PROCEED as quoted
2 DO NOT PROCEED and void PCI
3 REVISE & RE-SUBMIT as noted Do not proceed.

Responded By: X

Walker Parking Consultants - Bradley Navarro

DATE:

Responded By: X

Village of Libertyville - Paul Kendzior

DATE:

C H A N G E I T E M R E Q U E S T

Project Name:	Libertyville Civic Center Parking Structure	PCI No :	5002
Contractor Project No.:	216046	Revision No :	0
Owner Contract No.:		OCO No.:	

DETAILED COST BREAKDOWN

ITEM DESCRIPTION	UNITS	QTY	UNIT COST	EXTEND	TOTALS
SUBCONTRACTED					
DK CONTRACTORS					
Replace storm line on Church Street	LS	1.00	\$3,435.00	\$3,435.00	
Subcontractor or Vendor Not Selected					
Walsh - OH&P (10%)	LS	1.00	\$344.00	\$344.00	
Subcontracted Subtotal				\$3,779.00	\$3,779.00
PCI Subtotal				\$3,779.00	\$3,779.00
PCI GRAND TOTAL				\$3,779.00	\$3,779.00



11013 122nd Street – Pleasant Prairie, WI 53158
262-857-7414 262-857-2927 fax

TO: Walsh Construction	Attention: Hector Gutierrez
Fax:	Phone: (312) 656-4972
Email: hgutierrez@walshgroup.com	Date: 6/30/16
From: Kevin Garrison	Number of pages: 1
Bid: 29615	Job# 216040 Phase# 101
DKC change order request# 2	GC reference #

RE: RESPONSE TO FIELD DIRECTIVE:

This is to advise you that on 6/29/16 we were directed to replace a section of 12" clay storm sewer pipe with ductile iron over the watermain and sanitary sewer crossing.

Please refer to DKC extra work ticket #145980 signed by your onsite representative to verify work performed.

Please issue a change order in the amount of \$3,435.00

Thank You,



Kevin Garrison

DK CONTRACTORS, INC

EXTRA WORK TKT

11013 122nd St. • Pleasant Prairie, WI 53158
 (262) 857-7414 • Fax (262) 857-2927

PROJECT TITLE Libertyville Parking Garage DATE 6-29-16
 OWNER/ GC PROJECT (CONTRACT) # Walsh DK JOB# 216048
 FIELD ORDER # _____ WORK DESCRIPTION Removed 15' of 12" CLAY
Storm over Water main + SAN. Sewer. Replaced with
Water main quality 12".

UNIT #	MACHINE TYPE	NAME	TRADE CLASS	HOURS REG	HOURS PRIME	RATE	TOTAL
3143	920PCAT	Bill Volkmer	Operator	3.5		\$ 190	\$ 665.00
3672	930H CAT Loader	Geoff Treadue	Operator	3.5		\$ 185	\$ 647.50
537-2	Service Truck	Tim Nellesse	Foreman	3.5		\$ 135	\$ 472.50
		Charlie Baldwin	Laborer	3.5		\$ 100	\$ 350
		Carlos Gargay	Laborer	3.5		\$ 100	\$ 350

MATERIAL USAGE

	20' of 12" DI	\$ 40	\$ 800
	TWO 12" CLAY TO DI FITTINGS	\$ 75	\$ 150

MISC SMALL TOOL CHARGE

EQUIPMENT MOVE CHARGE

DK CONTRACTOR'S REPRESENTATIVE

DATE 6-29-16

OWNER / CONTRACTOR'S REPRESENTATIVE

DATE 6/29/16

\$ 3435.00

EquipmentWatch

www.equipmentwatch.com

All prices shown in US\$

July 20, 2016

Rental Rate Blue Book®

Caterpillar 320D LRR (disc. 2012)
Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 21.1 - 24.0 MTons
Weight:
52,249 lbs.

Configuration for 320D LRR

Power Mode	Diesel	Bucket Capacity - Heaped	1.18 cy
Operating Weight	23.9 t	Net Horsepower	148.0 hp

Equipment Notes: Bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly \$41.75	FHWA Rate** Hourly \$87.66
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$8,080.00	\$2,260.00	\$565.00	\$85.00		
Adjustments						DK
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$8,080.00	\$2,260.00	\$565.00	\$85.00	\$41.75	\$87.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	\$2,989.60 / mo
Overhaul (ownership)	49%	\$3,959.20 / mo
CFC (ownership)	7%	\$565.60 / mo
Indirect (ownership)	7%	\$565.60 / mo
Fuel (operating) @ \$2.36	35%	\$14.67 / hr

Revised Date: 2nd Half 2016



Rental Rate Blue Book®

July 20, 2016

Caterpillar 930H (disc. 2012)

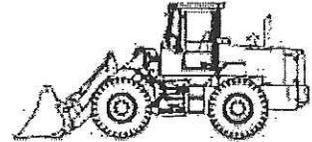
4-Wd Articulated Wheel Loaders

Size Class:

Net Hp 135 - 149 HP

Weight:

28,725 lbs.



Configuration for 930H

Power Mode	Diesel	Bucket Capacity - Heaped	2.6 cy
Net Horsepower	149.0 hp	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,520.00	\$1,265.00	\$315.00	\$47.00	\$25.60	\$51.28
Adjustments						DK
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$4,520.00	\$1,265.00	\$315.00	\$47.00	\$25.60	\$51.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	\$1,898.40 / mo
Overhaul (ownership)	38%	\$1,717.60 / mo
CFC (ownership)	8%	\$361.60 / mo
Indirect (ownership)	12%	\$542.40 / mo
Fuel (operating) @ \$2.36	44%	\$11.32 / hr

Revised Date: 2nd Half 2016

C H A N G E I T E M R E Q U E S T



Walsh Construction Company II, LI

Main Office:

929 W Adams Street
Chicago, IL 60607
PH: 312-563-5400 FX: 312-492-0601

Jobsite:

123 West Church Street
Libertyville IL 60048
PH: 847-372-7584 FX:

Project Name: Libertyville Civic Center Parking Structure

Contractor Project No.: 216046

Owner Contract No.:

From:

To: Walker Parking Consultants - Bradley Navarro
Village of Libertyville - Paul Kendzior

PCI No.:

5003

Revision No.:

0

OCO No.:

Date:

August 11, 2016

cc:

PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate 0 calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day August 25, 2016

Scope Of Work:

Additional 8" PVC storm line: Additional 8" PVC storm line from church area well to CB10

REQUESTED TOTAL DAYS: 0

REQUESTED TOTAL DOLLARS: ADD \$2,147.42

Impacted Sub-Contractor(s):

DK CONTRACTORS

Qualifications:

1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
 - a. Costs associated with Winter Conditions.
 - b. Costs for Permits.
 - c. Costs for Testing (identified in Contract as by Owner).
 - d. Premium Time Labor, Acceleration, and Extended General Conditions.
 - e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments: Subcontractor Supporting Documentation (if not attached, available upon request)

Provide direction below and execute for the above scope of work and corresponding estimate for cost and schedule impact.

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED.

Prepared By:

X

Walsh Construction Company II, LLC

Reviewed By:

X

Walsh Construction Company II, LLC -

Response

(check one):

- 1 PROCEED as quoted
- 2 DO NOT PROCEED and void PCI
- 3 REVISE & RE-SUBMIT as noted. Do not proceed.

Responded By:

X

Walker Parking Consultants - Bradley Navarro

DATE:

Responded By:

X

Village of Libertyville - Paul Kendzior

DATE:

C H A N G E I T E M R E Q U E S T

Project Name:	Libertyville Civic Center Parking Structure	PCI No.:	5003
Contractor Project No.:	216046	Revision No.:	0
Owner Contract No.:		OCO No.:	

DETAILED COST BREAKDOWN

ITEM DESCRIPTION	UNITS	QTY.	UNIT COST	EXTEND	TOTALS
<u>SUBCONTRACTED</u>					
DK CONTRACTORS					
Additional 8" PVC storm line	LS	1.00	\$1,952.20	\$1,952.20	
Subcontracted Subtotal					\$1,952.20
<u>CALCULATED MARK-UPS (LEVEL 1)</u>					
Walsh Construction OH&P (10%)					\$195.22
PCI Subtotal					\$2,147.42
PCI GRAND TOTAL					\$2,147.42



11013 122nd Street – Pleasant Prairie, WI 53158
262-857-7414 · 262-857-2927 fax

TO: Walsh Construction	Attention: Hector Gutierrez
Fax:	Phone: (312) 656-4972
Email: hgutierrez@walshgroup.com	Date: 7/6/16
From: Kevin Garrison	Number of pages: 1
Bid: 29615	Job# 216040 Phase# 500
DKC change order request# 3-R1	GC reference #

RE: RESPONSE TO FIELD DIRECTIVE:

We have been directed to provide a proposal to re-lay ~40' of 8" PVC storm sewer pipe to CB10, including (1) cored tie-in, (2) 45 Bends, and (1) Coupler.

Core Fee - \$365.00

Sewer Crew (Excavator w/ Operator, Loader w/Operator, (2) Dump Trucks w/ Teamsters, (2) Laborers, Foreman w/ Service Truck) – 3 Hours @ \$980.00 = \$2,940.00

Spoil Dump Fee – 1 Load @ \$ 90.00

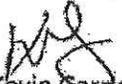
CA6 – 30 Ton - \$425.00

Pipe and Fittings - \$425.00

Update 8/1/16 – Please see attached DKC extra work ticket #145982 signed by your onsite representative to verify work performed.

Please issue a change order in the amount of ~~\$4,245.00~~ **\$1,952.20**

Thank You,


Kevin Garrison

DK CONTRACTORS, INC

EXTRA WORK TKT

11013 122nd St. • Pleasant Prairie, WI 53158
(262) 857-7414 • Fax (262) 857-2927

PROJECT TITLE Libertyville Parking Garage DATE 7-26-16
 OWNER/GC PROJECT (CONTRACT) # W9154 DK JOB# 216040
 FIELD ORDER # _____ WORK DESCRIPTION Extended existing 8" pvc storm
42' saw^d and Busted into ~~11~~ Tied-in
C.B. #10 Brickecht Motor C.B.

UNIT #	MACHINE TYPE	NAME	TRADE CLASS	HOURS REG	HOURS PRIME	RATE	TOTAL
	Wacker Newson Backhoe	Bill Volkmar	Operator	3		\$ 170	\$ 510
537-2	Service Truck	Tim Nellesen	Foreman	3		\$ 135	\$ 405
		Carlos Garza	Laborer	3		\$ 100	\$ 300
		Charlie Baldwin	Laborer	3		\$ 100	\$ 300

MATERIAL USAGE

	42' of 8" PVC	\$ 425	\$ 178.50
	8" PVC 45° Bend	\$ 56.20	\$ 56.20

MISC SMALL TOOL CHARGE

EQUIPMENT MOVE CHARGE

381	Rolloff Truck w/ Trailer	Driver 15 hrs	\$ 135	\$ 202.50
	Delivered Wacker Newson Mini Backhoe	Dale Widmar		

DK CONTRACTOR'S REPRESENTATIVE

[Signature]

DATE

7-26-16

OWNER/CONTRACTOR'S REPRESENTATIVE

[Signature]

DATE

7-28-16

\$ 1952.20

Kay Schramer & Co.

BUILDING & DRAINAGE MATERIALS

1052 E. Park Avenue • P.O. Box 204
Libertyville, Illinois 60048

(847) 382-9590

... 7-16-16

D.K. CONTRACTORS

LIBERTYVILLE PACKING GARAGE 011010

41 4.8" SDK 35

216040

5600

10/17 TICKET 145982

No. 143789

RECEIVED BY

T. J. W.

TERMS: NET DUE THE 10TH OF MONTH FOLLOWING PURCHASE. 1% PER MONTH SERVICE CHARGE ON ITEMS OVER 30 DAYS. ANNUAL RATE 18%.

C H A N G E I T E M R E Q U E S T



Walsh Construction Company II, L I

Main Office: 929 W Adams Street Chicago, IL 60607 PH: 312-563-5400 FX: 312-492-0601
Jobsite: 123 West Church Street Libertyville IL 60048 PH: 847-372-7584 FX:

Project Name: Libertyville Civic Center Parking Structure
Contractor Project No.: 216046
Owner Contract No.:
From:
To: Walker Parking Consultants - Bradley Navarro
Village of Libertyville - Paul Kendzior

PCI No.: 5005
Revision No.: 0
OCO No.:
Date: July 28, 2016
cc: PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate 0.5 calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day August 11, 2016

Scope Of Work:

Undercut Required at B/8.

REQUESTED TOTAL DAYS: 0.5 REQUESTED TOTAL DOLLARS: ADD \$1,188.33

Impacted Sub-Contractor(s):
DK CONTRACTORS

Qualifications:

- 1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
a. Costs associated with Winter Conditions.
b. Costs for Permits.
c. Costs for Testing (Identified in Contract as by Owner).
d. Premium Time Labor, Acceleration, and Extended General Conditions,
e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments: Subcontractor Supporting Documentation (if not attached, available upon request)

Provide direction below and execute for the above scope of work and corresponding estimate for cost and schedule impact.

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED.

Prepared By:
X [Signature]
Walsh Construction Company II, LLC -

Reviewed By:
X [Signature]
Walsh Construction Company II, LLC -

Response (check one):
1 PROCEED as quoted
2 DO NOT PROCEED and void PCI
3 REVISE & RE-SUBMIT as noted. Do not proceed.

Responded By:
X

Walker Parking Consultants - Bradley Navarro

DATE:

Responded By:
X

Village of Libertyville - Paul Kendzior

DATE:

C H A N G E I T E M R E Q U E S T

Project Name:	Libertyville Civic Center Parking Structure	PCI No.:	5005
Contractor Project No.:	216046	Revision No.:	0
Owner Contract No.:		OCO No.:	

DETAILED COST BREAKDOWN

ITEM DESCRIPTION	UNITS	QTY.	UNIT COST	EXTEND	TOTALS
<u>SUBCONTRACTED</u>					
DK CONTRACTORS					
Undercut Required 15'x15'x1'	LS	1.00	\$1,080.30	\$1,080.30	
Subcontractor or Vendor Not Selected					
Walsh OH&P (10%)	LS	1.00	\$108.03	\$108.03	
Subcontracted Subtotal				\$1,188.33	\$1,188.33
 PCI Subtotal				 \$1,188.33	 \$1,188.33
 PCI GRAND TOTAL				 \$1,188.33	 \$1,188.33



11013 122nd Street – Pleasant Prairie, WI 53158
262-857-7414 262-857-2927 fax

TO: Walsh Construction	Attention: Hector Gutierrez
Fax:	Phone: (312) 656-4972
Email: hgutierrez@walshgroup.com	Date: 7/15/16
From: Kevin Garrison	Number of pages: 2
Bid: 29615	Job# 216040 Phase# 423
DKC change order request# 5	GC reference #

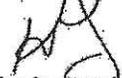
RE: RESPONSE TO FIELD DIRECTIVE:

On 7/13/16 we were directed to undercut a pier foundation at B-8 as directed by the soils tester and replace with 3" limestone.

Please refer to DKC extra work ticket #145648 signed by your onsite representative to verify work performed.

Please issue a change order in the amount of \$1,080.30

Thank You,



Kevin Garrison

DK CONTRACTORS, INC

EXTRA WORK TKT

11013 122nd St. • Pleasant Prairie, WI 53158
(262) 857-7414 • Fax (262) 857-2927

PROJECT TITLE Libertyville Parking Garage DATE 7-13-16

OWNER/ GC PROJECT (CONTRACT) # Walsh DK JOB# 216040

FIELD ORDER # _____ WORK DESCRIPTION Undercut pier on column lines B & C as instructed by tester. Haul in 3" limestone and place in undercut. Haul spoils on site 15x15x1'

UNIT #	MACHINE TYPE	NAME	TRADE CLASS	HOURS REG	HOURS PRIME	RATE	TOTAL
414-3	Backhoe	Tony	Operator	1	1/2	190/220	\$300
		Dustin	Foreman	1	1/2	135/170	\$220
338-2	Graveler	Les	Teamster	1/2		\$135	\$67.50
347	Semi dump	R+L	Teamster	1		\$140	\$140

MATERIAL USAGE

	1 Load 3" limestone	19.60 tons	\$18.00	\$352.80

MISC SMALL TOOL CHARGE

EQUIPMENT MOVE CHARGE

DK CONTRACTOR'S REPRESENTATIVE DWR DATE 7-13-16

OWNER / CONTRACTOR'S REPRESENTATIVE TIME + WORK VERIFY DATE 7/14/16
David Hoener Walsh
\$1080.20



Vulcan Construction Materials, LLC

GRAYSLAKE SALES YARD
Shipping Location: 875 S. Highway 83

GRAYSLAKE, IL 60030
50979-02 (S)/52402-64 (P)

RECEIVED BY		CUSTOMER/CONSIGNEE:	
DRIVER			
DATE	TIME	PLANT	TRUCK #
7/13/2016	1:51PM	3445-141 GRAYSLAKE SALES YAI	14535768
Cyndi Meehan			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material as the specifications set forth in Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Seller makes no warranty whatsoever with respect to specific quality, absorption, water in the material is innocuous, non-detrimental, or non-corrosive, or whether the material is in compliance with any state, local, or federal regulations, methods, standards, codes, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 141640	CK#	CUSTOMER PURCHASE ORDER: 216040	GOVT CONTRACT:
J.K. CONTRACTORS INC.			
ORDER: 1310705	J#216040	Car Parking Facility - Libertyville	PICKED UP
	123 West Church St		
DESTINATION: 1310705	Car Parking Facility -216040		ZONE/MILES
	123 West Church St		
PRODUCT: 15171	CERT CM-06 STONE, 042CM06		

COMMENTS:

TRUCK RL347	RL-JAMIE NUNEZ	CARRIER C100	CUSTOMER SELF HAUL
LICENSE SEMI		TRAILER ID NO	TRAILER ID NO
WEIGHT TYPE A	AXLES 0	TARE DATE 07/12/2016	TARE EXPIRE 07/20/2016
ROSS LBS (S&S)	TARE LBS (S&S)	NET LBS	TARE
71,280	32,080	39,200	19.60
ROSS KG	TARE KG	NET KG	KG TODAY
32,332	14,561	17,771	17.78
CASH SALE PER TON	MATERIAL	HAUL	
TOTAL	MATERIAL	HAUL	TAX
			OTHER CHARGES
FREIGHT TIME	ARRIVE JOB	START UNLOAD	FINISH UNLOAD
REPORT			JOB TIME
			DELAY TIME

I hereby represent, cause to be represented, or authorize any person to represent me, that I have read and accept the terms and conditions of the contract and I accept no responsibility whatsoever for damage resulting from such delivery. * Predetermined



AIA[®] Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
Libertyville Civic Center Parking Structure 123 West Church Street Libertyville, IL 60048	DATE: August 18, 2016	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input checked="" type="checkbox"/>
		FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 31-7818.00	
Walsh Construction 929 W. Adams Chicago, IL 60607	CONTRACT DATE: 04/27/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

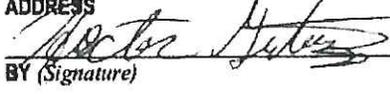
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Walsh PCI 5002: Replace storm line on Church Street, remove 15 feet of 12" clay storm over water main and sanitary sewer. Replace with 12 inch watermain quality. (Exhibit A)
 Walsh PCI 5003: Additional 8" PVC storm from Church area well to CB10. (Exhibit B)
 Walsh PCI 5005: Undercut required at B/8. (Exhibit C)

The original Contract Sum was	\$ 8,740,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 8,740,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,114.75
The new Contract Sum including this Change Order will be	\$ 8,747,114.75

The Contract Time will be increased by half (0.5) days.
 The date of Substantial Completion as of the date of this Change Order therefore is 220.5 days following the commencement date.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Walker Parking Consultants</u> ARCHITECT <i>(Firm name)</i>	<u>Walsh Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Village of Libertyville</u> OWNER <i>(Firm name)</i>
<u>505 Davis Road, Elgin, IL 60123</u> ADDRESS	<u>929 W. Adams, Chicago, IL 60607</u> ADDRESS	<u>118 W. Cook Ave., Libertyville, IL 60040</u> ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>Bradley F. Navarro</u> <i>(Typed name)</i>	<u>Hector Gutierrez</u> <i>(Typed name)</i>	 <i>(Typed name)</i>
<u>August 18, 2016</u> DATE	<u>August 26, 2016</u> DATE	<u>August 18, 2016</u> DATE



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Professional Services Agreement

Staff Recommendation: Approve Professional Services Agreement with The Hezner Corporation for Church Street Parking Garage Gateway Arch

Staff Contact: Kevin J. Bowens, Village Administrator

Background: During the development of the Church Street Parking Garage, the Village Board, Parking Commission, and Village Staff expressed an interest in some type of gateway arch or architectural feature on Church Street, to better identify the main access to the parking garage. Although the gateway arch was not included in the construction project, Village Staff has obtained the attached proposal from the project architect The Hezner Corporation to develop and design a gateway arch for the project, in the amount of \$7000.00. Funding is available in the Tax Increment Financing Budget, and Village Staff recommends the Village Board approve the attached Professional Services Agreement with The Hezner Corporation and authorize the Village Administrator to sign the document. Four positive votes are required for approval.

Village of Libertyville

**THE HEZNER CORPORATION
ARCHITECTURAL SERVICES PROPOSAL**



Project Approach

Executive Summary

The Hezner Corporation acknowledges that the following Scope of Services shall be included with, but not be limited by, the scope required to provide Schematic Design and Construction Documentation required to define a new gateway Arch for the Village of Libertyville. Services shall include all design and coordination required to reach a solution that best serves the Village of Libertyville. Basic service descriptions include:

- 1.) Provide planning and design options until an acceptable solution is reached.
- 2.) Research of all restrictions involving the use of the land, the surrounding context, and interface with all influential entities.
- 3.) Planning and design solutions shall include:
 - a. Considerations involving existing surrounding land uses and projected land uses.
 - b. Consideration of influences on the site such as ordinance and code restrictions.
 - c. Village of Libertyville preferences
 - d. Careful consideration directed towards prudent and cost effective planning and design fundamentals.
- 4.) Building Design shall include the preparation of:
 - a. Planning solutions
 - b. Building elevation studies
 - c. Electronic three dimensional building design models
- 5.) Provide initial cost opinions for concepts
- 6.) All cost opinions shall be based upon current and projected costs for material, labor.

Throughout the process, The Hezner Corporation will pursue compelling reasons for an appropriate and exciting design solution that will serve those composing the Village of Libertyville and all who visit.

Architectural Services

For:

Village of Libertyville

Regarding a new gate-way Arch

Involving:

Comprehensive Architectural Services

Project Approach

Work Program:

Tasks:

- 1) Confirmation of goals, objectives, and project programming including all informal discussions and reviews with all representatives involved.
- 2) Confirmation of Village of Libertyville preferences and concerns, and development of design intent.
- 3) Development of architectural designs including:
 - a. Planning
 - b. Elevations
 - c. Three dimensional computer models
- 4) Resolution of any Zoning and Code issues that apply.
- 5) Refinement of design solutions including:
 - d. Site specific issues.
 - e. Site limits
 - f. Neighbor accommodation
- 6) Refinement of design solutions and development of cost opinions.
- 7) Refinement, until planning and design is confirmed and the project is ready to proceed onto the preparation Construction Documentation.
- 8) Provide comprehensive A/E services required to prepare construction documentation to construct the improvement.
- 9) Provide construction observation services during the construction of the improvement.

Services, Costs & Fees

The Hezner Corporation has developed this proposal to provide Professional Architectural Services.

Disciplines described include:

- ❖ Architectural Design Services including:
 - Schematic Architectural Design Services
 - Construction Documentation Services

Architectural Services:

Including:

- ❖ Meetings and consultations
- ❖ Site research
- ❖ Preparation of Schematic Design documents
- ❖ Presentations and discussions involving Planning and Schematic Design
- ❖ Required submittals and public hearings
- ❖ Preparation and submittal of Construction Documentation for construction permitting.

Basic Fee Structure does not include:

- ❖ Construction Administration
- ❖ Preparation of Site Survey up-dates
- ❖ Environmental exploration reports
- ❖ Any legal work required by the process

Reimbursable costs for printing and presentation materials will be billed at 1.10 x cost.

Fee Structure:

The work described in this proposal shall be considered basic services.

Basic compensation shall be completed for a fixed fee of:

.....\$7,000.00

Initial deposit (retainer) against contract shall be:\$700.00

Construction administration, if required, can be performed at an hourly rate of \$130.00/hr.

Proposed Timeline:

The Hezner Corporation will work with the project team to develop the time-line for the scope of work described above.



Village of Libertyville

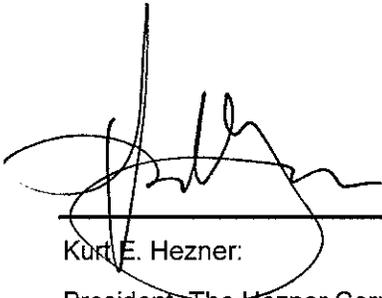
Services, Costs & Fees

By my signature I indicate that I understand and am in agreement with the information listed above and authorize The Hezner Corporation to proceed with the Architectural Services work outlined in this proposal, dated August 25, 2016.

Kevin Bowens:

Date:

Village Administrator, Village of Libertyville



Kurt E. Hezner:

Date:

President, The Hezner Corporation

8-25-2016



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Request Use of Village Property – MSL

Staff Recommendation: Approve Request

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is a letter from MainStreet Libertyville Inc. (MSL) requesting Village Board approval to use Village property to expand the “Light Up MainStreet” Roof Line Lighting Program. The Village Board previously approved a limited holiday lighting program in November 2014, and an expansion of the program (to include buildings on Church Street and Cook Street , and operating the lights year round) in October 2015. This is the third and final phase of the Roof Line Lighting Program, and will include St. Lawrence Episcopal Church, Cook Memorial Library, the Cook Mansion, the Libertyville Civic Center, and the stair towers on the Lake Street and Church Street parking garages.

The request includes the continued use of electrical power provided by the Village of Libertyville along existing light poles and within the parking garages, so that the lights can be uniformly operated. Once again MainStreet Libertyville will pay for the installation of the lights, and have increased the ongoing maintenance of the lights from two times to four times per year at a cost of \$4,800. The Village pays for the electricity costs, which are currently approximately \$324 per month/\$3,888 per year. The expansion of the program to the above referenced buildings will add approximately 4500 lights and another approximate \$162 per month/\$1,944 per year in electric costs (total cost of \$5,832 per year). The MainStreet Libertyville Board has approved up to \$2,500 per year to help cover any electricity costs associated with having the lights on year-round. Many of the rooftop lights are connected to Village light poles by extension cords, and the Village Board previously asked that MainStreet Libertyville look to eliminate or reduce the number of extension cords associated with the program. Although some extension cords have been eliminated, others will need to remain due to the expense of either running conduit under Village sidewalks and up into buildings, or in the alternate of connecting the lights to each buildings power source and losing the benefit of having all the lights operated at the same time. In those cases where extension cords will continue to be utilized, the Village Staff is recommending that in-line GFCI cords be utilized for safety purposes.

The Administrative Staff recommends approving the request to further expand the Light Up MainStreet Roof Line Lighting Program. Four positive votes are required for approval.



MainStreet Libertyville, Inc.

Preserving and Promoting Downtown Libertyville

A Great American MainStreet Award Winner

August 22, 2016

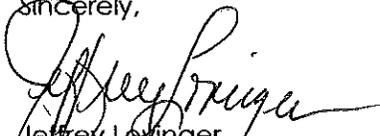
Mr. Kevin Bowens, Village Manager
Village of Libertyville
118 W. Cook
Libertyville, IL 60048

Dear Kevin:

The MainStreet Libertyville Board of Directors would like to request approval for the third (and final) phase to expand the downtown rooftop light program to include St. Lawrence Episcopal Church, Cook Memorial Library, Cook Mansion, Libertyville Civic Center and the towers on both parking garages. We will continue to utilize the power supplied by the Village, as previously approved by the Village Board. Once approval has been obtained from the building owners, we anticipate the project to be completed prior to Thanksgiving (the south parking garage will be done in early 2017).

MainStreet Libertyville is proud to bring a new dimension to the appearance of the downtown. We appreciate the cooperation the Village has provided and look forward to finalizing the project. Please contact me if you have any further questions.

Sincerely,


Jeffrey Lowinger,
Past Board Chairman

158 East Cook Avenue
Libertyville, IL 60048
Phone (847) 680-0336
Fax (847) 680-0370
www.mainstreetlibertyville.org



Holiday Cheer Decorations

A Division of GeoScapes Landscaping, Inc.

P.O. Box 425 - Grayslake, IL 60030 - Phone (847) 223-7714

Dear Jeff Lovinger,

Here is a quick update on the Mainstreet Lighting Program. Maintenance was completed this month to repair clips, replace burnt bulbs and consolidate three extension cord areas. Cords were removed at Lovin Oven Bakery, Milwalky Tacos and Green Room building.

Overall, the light posts providing power to all the building lights have been functioning properly. There were about 6 that the village did repair for me. Hopefully the village will continue its effort to maintain the light posts in working order. Without the central power source for all the buildings it would be impossible to have uniformity and consistency for all the buildings. Having power coming from each building owner would cause numerous problems on a daily basis.

Also, I suggest we continue a regular maintenance program of 2 to 3 times a year to insure lights and power is working correctly.

I look forward to working with you on phase three this year.

Sincerely,

George Kostopoulos

Home Services DIY Projects & Ideas Credit Services Pro Xtra Store Finder Order Status Local Ad

Products and Services

What can we help you find?

Your Store Select a Store

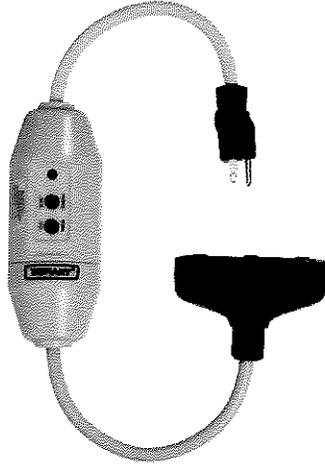
Sign in or Register



Defiant Model 30338213 Internet #203741466 Store SKU #699564

2 ft. In-Line GFCI Cord

★★★★☆ (1) Write a Review Questions & Answers (2)



\$26.87 /each

In Stock At Your Selected Store

Greeley #1515
Greeley, CO 80634

16 In Stock
Aisle 49, Bay 014
Text Product Location

Open Expanded View

Click Image to Zoom



Related Items Product Overview Specifications Recommended Items Questions & Answers Customer Reviews

Product Overview

The 2 ft. In-Line GFCI is ideal for indoor and outdoor use. It features built in GFCI protection against hazardous shock from damaged cords or exposure to water. A convenient heavy duty 2 foot, 12-Gauge cord with 3 outlet triple tap extends protection to wherever is needed. California residents: see Proposition 65 information »

- Rainproof rated for indoor and outdoor use provides safety assurance for any electrically powered job
- Construction and industrial grade
- 2 ft. 12-Gauge heavy duty cord
- Triple tap 3 outlet female connector allows for multiple usage
- GFCI safety assurance, OSHA compliant, highly visible "safety" yellow color
- LED power "On" Indicator
- 15 Amp, 125-Volt rated
- Automatic reset feature restores power without user assistance
- Click to learn more about the factors you must consider when choosing extension cords
- Click here for more information on Electronic Recycling Programs

Specifications





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Wastewater Treatment Plant Upflow Clarifier Buried Valve Replacement Project

Staff Recommendation: Waive Formal Bidding Process, Award Contract to Pirtano Construction Co., Inc. and Authorize Execution

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

Background: The upflow clarifiers at the Wastewater Treatment Plant (WWTP) are upstream of the tertiary filters and provide polishing of the secondary effluent prior to filtration. These clarifiers also serve as a chemical injection point and settling basin. The isolation valves for the clarifiers are no longer operational and are in need of replacement. The valves isolate the influent lines to one or both upflow clarifiers. The inoperable valves limit the functionality of the clarifiers as either both clarifiers must remain on-line or both off-line.

This project was initially advertised for competitive bids in July 2015. The lowest responsible bid was \$77,931.00 from AMS Mechanical, which exceeded the available budget amount of \$67,500.00. At that time, it was decided to reject this bid and rebid the project in early 2016 with the goal of obtaining more competitive bids. A second bid opening was conducted on February 12, 2016 with the outcome being only one bid from Gaskill & Walton Construction, Inc. in the amount of \$184,800.00. This bid was also rejected and the budgeted amount of \$67,500.00 was carried over to the current Fiscal Year Budget in the Water and Sewer Capital Improvement Fund (WSCI)/WWTP Improvements.

In lieu of a formal bidding process, Staff modified the project scope and solicited proposals from local contractors working within the Village on other projects in an attempt to get pricing closer to the budget amount due to lower mobilization costs. The initial low bidder AMS Mechanical was also contacted, but could not submit a proposal at this time. Three Contractors provided the following proposals:

Pirtano Construction Co., Inc.	\$ 79,000.00
Glenbrook Excavating & Concrete, Inc.	\$ 88,160.00
Trine Construction Corp.	\$ 102,051.09

Staff does not see any further advantages in re-bidding the project and sufficient monies are available in the WSCI Fund. In addition to the \$67,500.00 in budgeted funds, there is still also a \$77,500.00 savings from previous Clarifier #5 rehabilitation and the Digester cleaning projects coming in under budget. This leaves \$145,000.00 available for the project.

Administrative Staff recommends to waive the formal bidding process and accept the proposal from Pirtano Construction Co., Inc, award the Contract in the not-to-exceed amount of \$79,000.00 and authorize execution by the Village Administrator for the WWTP Upflow Clarifier Buried Valve Replacement project. Four positive votes are required for approval.



August 9, 2016

Village of Libertyville
200 E. Cook Street
Libertyville, IL. 60048
Attn: Fred Chung

RE: Flow Clarifier Plug Valve Replacement Project

Gentlemen:

Regarding the above mentioned project, please use this letter as our proposal to furnish and install the following items of work as shown on plans prepared by RHMG Engineers dated June 2015.

1. Remove and Replace 18" plug valves	2 ea. @ \$19000.00 = \$38000.00
2. Remove and Replace 20" plug valves	1 ea. @ \$20000.00 = \$40000.00
3. Soil and Erosion Control	1 ea. @ \$1000.00 = \$1000.00
	TOTAL \$79000.00

Not included in the above pricing are the following items:

1. Topsoil replacement and seeding
2. Light pole removal and replacement

Subsequent to your review, please issue a purchase order for this work. We will provide shop drawings for the material noted above and we anticipate approximately 8 weeks for delivery of the material after the shop drawing submittal.

Please contact me if you require any additional information regarding this proposal.

Very Truly Yours,

William Griffin
Project Manager

1766 Armitage Court - Addison, Illinois 60101 - 630) 932-1810

1350 North Old Rand Road
Wauconda, Illinois 60084

Glenbrook

Voice: 847.724.9477 Fax: 847.459.9476

Glenbrook Excavating & Concrete, Inc.

May 2, 2016

Mr. Fred Chung
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048

RE: Upflow Clarifier Plug Valve Replacement

Dear Fred,

We appreciate the opportunity to provide our proposal for the work associated with the Upflow Clarifier Plug Valve Replacement project. We believe we have compiled a complete proposal per our discussion, however offer the following for clarification of the scope of our work:

- Mobilize to the project site with equipment, shoring, sheeting etc.
- Excavate to expose the existing plug valves
- Haul off-site the excavated material (\$1,200 deduct if this material can be left on-site)
- Remove existing valves, furnish and install new valves 2 - 18" plug valves, 1 - 20" plug valve, remove 1 - 30" plug valve and replace with a solid sleeve.
- Backfill excavated area with sand
- Rough grade area of disturbance for restoration by others
- Demobilize equipment and material from the site.

Our proposed price for this work is \$88,160.00

Points of clarification:

It is believed that the existing valves are MJ, the plan depicts them as flanged.

The existing light pole and yard hydrant to the south of the work area may be needed to be removed for access; we have not included this in our proposal.

Erosion control is expected to be minimal; we have included containing our material, but have not included a DECI.

As discussed, restoration, topsoiling, seeding, concrete has not been included and is to be done by others.

We have included 36 hours of labor & equipment for this project, should the amount of time be in excess of this amount it will be billed at \$715/hr, there will be no deduct or rebate if the work is completed in less time than indicated.

Hopefully, this will meet with your approval. If you have any questions or require further information please contact our office at your convenience.

Sincerely,


Terry R. Barnett
President

Member of:

Lake County Contractors Association (LCCA) Underground Contractors Association (UCA) Illinois Roadbuilders Association (ILRBA)

Trine Construction Corp.

Site Development

27W364 NORTH AVENUE
 WEST CHICAGO, ILLINOIS 60185
 630 / 668-4626
 FAX 630 / 668-4828

TRINE CONSTRUCTION

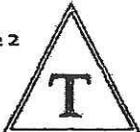
Route: _____ Section: _____ County: Cook District No.: _____
 Report No.: _____ Auth. No.: _____
 Force Account Bill For: Estimate of probable cost for plug valve replacement at Libertyville Treatment Plant Contract No.: _____
 Job No.: _____
NOTE: RESTORATION GRASS RESTORATION HAS NOT BEEN INCLUDED. Project No.: _____

	Total Hours			Rate	Insurance Amount	Payroll Amount	Payroll Amount Eligible for Unemployment Tax	
	S.T.	O.T.	D.T.				F.U.T.	S.U.T.
				\$46.30	\$0.00	\$0.00	\$0.00	\$0.00
	40			\$46.30	\$1,852.00	\$1,852.00	\$0.00	\$0.00
	40			\$46.30	\$1,852.00	\$1,852.00	\$0.00	\$0.00
				\$46.30	\$0.00	\$0.00	\$0.00	\$0.00
	40			\$39.20	\$1,568.00	\$1,568.00	\$0.00	\$0.00
	40			\$39.20	\$1,568.00	\$1,568.00	\$0.00	\$0.00
	40			\$39.20	\$1,568.00	\$1,568.00	\$0.00	\$0.00
				\$39.20	\$0.00	\$0.00	\$0.00	\$0.00
				\$39.20	\$0.00	\$0.00	\$0.00	\$0.00
Subtotals, Labor					\$8,408.00	\$8,408.00	\$0.00	\$0.00
Laborer Pension & Welfare Funds -		120	Hours @	\$25.44		\$3,052.80		
Operating Engineer Pension & Welfare -		80	Hours @	\$34.18		\$2,734.40		
Subtotals, Labor						\$14,195.20		
Plus 35 % of #####						\$4,968.32		
Subtotals, Labor						\$19,163.52		
Plus; Workmen's Compensation Ins. 19.67% of				\$8,408.00	\$1,653.85			
Public Liability and Property Damage Ins. 12.58% of				\$8,408.00	\$1,057.73			
Federal Unemployment tax .8% of:				\$0.00	\$0.00			
State Unemployment Tax 8.2% of:				\$0.00	\$0.00			
Federal Social Security Tax 7.65% of:				\$8,408.00	\$643.21			
Total Payroll Additives						\$3,354.79		
Plus 10% of						\$335.48		
						\$3,690.27		
Total Labor						\$22,853.79		

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Trine Construction Corp.

 Jeff Truax
 Director of Operations



<u>Equipment Expense</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Amount</u>
Backhoe (ECR58 B), Volvo (50.8 HP/5.000 CFT Bucket Cap.)		\$31.01	\$0.00
Backhoe (ECR88), Volvo (56.8 HP/.32CY Bucket Cap.)	40	\$49.15	\$1,966.00
Backhoe (ECR145 B), Volvo, (92 HP/0.88 yd3 Bucket Cap.)		\$74.75	\$0.00
Backhoe (ECR235CL), Volvo, (147 HP/1.51 yd3 Bucket Cap.)		\$102.22	\$0.00
Backhoe (EC360B LC), Volvo, (247 HP/2.45 yd3 Bucket Cap.)		\$131.69	\$0.00
Backhoe (PC490LC-10) Komatsu (359 HP/2.94 yd3 Bucket Cap.)		\$227.37	\$0.00
Backhoe (PC88MR-8) Komatsu (65 HP/.37yd3 Bucket Cap.)		\$49.94	\$0.00
Compact Backhoe Wacker Neuson (50Z3) (37.7 HP/4 cft Bucket Cap.)		\$25.21	\$0.00
Loader (L60E), Volvo, (121 HP/2.2 yd3 Bucket Cap.)		\$46.34	\$0.00
Loader (L70E), Volvo, (135 HP/2.5 yd3 Bucket Cap.)		\$50.23	\$0.00
Loader (L70G), Volvo, (168 HP/3.0 yd3 Bucket Cap.)		\$64.64	\$0.00
Loader (963C), Caterpillar (158 HP/3.2 yd3 Bucket Cap.)		\$119.64	\$0.00
Skid Steer Loader (262B), Caterpillar (78 HP)		\$37.34	\$0.00
Skid Steer Loader (272C), Caterpillar (90 HP)	40	\$43.10	\$1,724.00
Skid Steer Loader (863), BOBCAT (73 HP)		\$35.65	\$0.00
Skid Mounted Hydraulic Breaker (21 GPM)		\$13.93	\$0.00
Air Compressor (185 cfm) Ingersoll Rand (80HP)		\$19.33	\$0.00
Single Drum Vibratory Compactor (SD45F), Volvo (80 HP/Drum Width 54" Padfoot)		\$40.32	\$0.00
Trench Box 20' X 8' \$250 PER DAY RENTAL + 5% MARK UP		\$262.50	\$0.00
Self Priming Trash Pump (6")		\$4.05	\$0.00
Self Priming Trash Pump (4")		\$34.20	\$0.00
Self Priming Trash Pump (2")		\$7.54	\$0.00
Self Priming Trash Pump (3")		\$8.96	\$0.00
Lowboy w/driver & Permits (LS) +5% Mark-up see attached invoice		\$187.50	\$0.00
Semi w. Driver F&A Trucking \$85.00/Hr. + 5% mark-up)		\$89.25	\$0.00
On Highway Light Duty Truck (F-250 Gas) Ford Crew		\$18.83	\$0.00
On Highway Light Duty Truck (F-350 Diesel) Ford Crew	40	\$27.55	\$1,102.00
On Highway Rear Dump Truck (C4500 Diesel) Chevy		\$49.03	\$0.00
On Highway Rear Dump Truck (International Dump)		\$63.64	\$0.00
On Highway Light Duty Truck (Chevy Colorado)		\$15.32	\$0.00
Tilt Deck Utility Trailer		\$6.91	\$0.00
Wacker Vibratory Roller 1 1/4 Ton		\$33.02	\$0.00
Wacker Plate Compactor 33" 15 HP 15000# Hit		\$26.27	\$0.00
Cut-off concrete saw		\$4.00	\$0.00
Subtotal Equipment			\$4,792.00

<u>Material Used</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
SEE ATTACHED MID AMERICAN PRICING	1	\$58,905.00	\$58,905.00
TRENCH BACKFILL (SPOILS TO REMAIN ON SITE) TON	185	\$21.00	\$3,885.00
Subtotal Material			\$62,790.00
Plus 15% on #####			\$9,418.50
Total Material			\$72,208.50

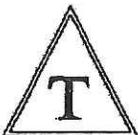
AFFIDAVIT

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

Trine Construction Corp.

By _____
 Jeff Truax
 Director of Operations

Total Labor	\$22,853.79
Total Equipment Expense	\$4,792.00
Total Materials	\$72,208.50
Total Bill:	\$99,854.29
BOND:	\$1,997.09
10%B OF BOND	\$199.71
	\$102,051.09





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: September 13, 2016

Agenda Item: Purchase of Fitness Center Equipment

Staff Recommendation: Waive Formal Bidding Procedures and Award Purchases to Direct Fitness Solutions, LifeFitness, and Matrix

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

Background: The 2016-2017 Fiscal Year Budget includes \$32,000 in LSC Fitness Center Capital Expenditures for the purchase of new fitness equipment. This is needed to replace 5 of the current 11 treadmill machines and add another Adaptive Motion Trainer (AMT) machine. The current machines are a combination of Direct Fitness Solutions Precor and LifeFitness equipment which gives customers good options. Recently, on a trial basis, a demo treadmill machine was provided by Matrix and this treadmill received a good response from staff and customers.

Quotes for treadmill machines were received from each of these three (3) companies with unit pricing listed below and a complete listing of pricing/freight/installation costs is attached outlining the cost for the purchase of multiple machines. Staff recommends purchasing machines from each of these three (3) companies to stay consistent with our two (2) current machine styles and add a new line of treadmills to give greater diversity to our fitness customers.

<u>Company</u>	<u>Unit Price</u>	<u>Units to be Ordered</u>	<u>Total Cost (includes freight/installation)</u>
Direct Fitness Solutions Precor	\$5,195	1	\$5,795.00
Direct Fitness Solutions AMT Machine	\$5,695	1	\$5,695.00
LifeFitness	\$4,199	2	\$9,114.60
<u>Matrix</u>	<u>\$3,298</u>	<u>3</u>	<u>\$10,684.00</u>
Total			\$31,288.60

This expenditure also enables the purchase of additional machines increasing the overall treadmill inventory from 11 to 12 (Direct Fitness Solutions Precor-4, Life Fitness-5, Matrix-3) and our Adaptive Motion Trainer (AMT) machine inventory from 2 to 3.

Staff recommends the purchase of 2 fitness machines from Direct Fitness Solutions for \$11,490.00, 3 machines from Matrix for \$10,684.00, and 2 machines from LifeFitness for \$9,114.60. The combined total expense of \$31,289 is less than the \$32,000 budgeted for the 2016-2017 fiscal year budget.

Four positive votes are necessary for approval.

Direct Fitness (Precor)			
Treadmill Price	Freight/Installation	Total	
1 @ \$5,195 = \$ 5,195	600.00	5,795.00	5,795
2 @ \$5,195 = \$10,390	900.00	11,290.00	
3 @ \$5,195 = \$15,585	1,200.00	16,785.00	
4 @ \$5,195 = \$20,780	1,500.00	22,280.00	
5 @ \$5,195 = \$25,975	1,800.00	27,775.00	
AMT Machine 1 @ \$5,695			5,695
			11,490
LifeFitness			
Treadmill Price	Freight/Installation	Total	
1 @ \$4,199 = \$4,199	358.30	4,557.30	
2 @ \$4,199 = \$8,398	716.60	9,114.60	9,115
3 @ \$4,199 = \$12,597	1,074.90	13,671.90	
4 @ \$4,199 = \$16,796	1,433.20	18,229.20	
5 @ \$4,199 = \$20,995	1,791.50	22,786.50	
Matrix			
Treadmill Price	Freight/Installation	Total	
1 @ \$3,298 = \$3,298		3,298.00	
2 @ \$3,298 = \$6,596	525.00	7,121.00	
3 @ \$3,298 = \$9,894	790.00	10,684.00	10,684
4 @ \$3,298 = \$13,192	1,055.00	14,247.00	
5 @ \$3,298 = \$16,490	1,329.99	17,819.99	
Total			\$31,289

Customer Information

Sold To:

Libertyville Parks and Rec
1950 North Highway 45
Libertyville, Illinois 60048

Ship To:

Libertyville Parks and Rec
1950 North Highway 45
Libertyville, Illinois 60048

Direct Fitness Sales Team:

Mike Munson- Regional Sales Manager
Ph: (847) 691-3559
Fax: (847) 278-4588
mmunson@directfitnesssolutions.com

Billing Point of Contact:

Jodi Thors
Ph: (847) 918-2009
jthors@libertyville.com

Delivery Point of Contact:

Jodi Thors
Ph: (847) 918-2009
jthors@libertyville.com

Holly Stirnichuk- Inside Sales
Ph: (224) 422-0102
Fax: (847) 278-4588
hollys@directfitnesssolutions.com

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	PRE AMT 835	PRECOR 835 Adaptive Motion Trainer Open Stride P30		\$ 9,395.00	\$ 5,695.00	\$ 5,695.00
1.00	PRE TRM 835 V2120	PRECOR 835 Treadmill 120v Experience Series P30 USB		\$ 8,755.00	\$ 5,195.00	\$ 5,195.00

FREIGHT

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	FREIGHT	Freight		\$ 0.00	\$ 300.00	\$ 300.00

INSTALL

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 300.00	\$ 300.00

SubTotal	\$ 11,490.00
Estimated Tax	
Grand Total	\$ 11,490.00



SOLUTIONS

600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00000055

Date: 8/17/2016

Expires: 9/16/2016

Notes



SOLUTIONS

600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00000055
Date: 8/17/2016
Expires: 9/16/2016

Terms & Conditions

PAYMENT TERMS:

PAYMENT IS DUE IN ADVANCE. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

ESTIMATED DELIVERY DATE:

4-6 Weeks from Receipt of Signed Proposal.

DISCLAIMER:

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, Arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

TERMS AND CONDITIONS OF SALE:

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a CSafe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

Quote Acceptance:

These prices, specifications and conditions are satisfactory and are hereby accepted.

Payment Terms:

Account Name: Libertyville Parks and Rec
Print Name: _____
Signature: _____
Title: _____
Date: _____

Company Name: _____
Print Name: _____
Signature: _____
Title: _____
Date: _____

Email or Fax Signed Proposal To:

Holly Stimichuk
Inside Sales
Phone: (224) 422-0102
Fax: (847) 278-4588
hollys@directfitnesssolutions.com
***Please include all applicable purchasing documents. If tax exempt please include exemption certificate.*

Delivery Information	
Requested Delivery Date: 9/12/2016	Payment Type:
Hours Available to Accept Delivery: 8-5	Purchase Order #:
Ship Via: DFS Truck	Site Survey Date: 8/4/2016
Ship Via Other:	Floor Plan Included: No
Delivery Point of Contact Name: Jodi Thors	Dimensions of Access Ways: STD
Delivery Point of Contact Phone: (847) 918-2009	Stairs: No
Delivery Point of Contact Email: jthors@libertyville.com	Elevator: No
Multiple Delivery Locations: No	Color of Upholstery:
Locations:	Color of Frames:
Possible Delays in Delivery Time? No	Trade-In's? No
Delay Reasons:	Third Party Involved? No
	Third Party Purchase Order #:

Quote#

3014726 - 1R



Date 05-AUG-2016 Expires 03-NOV-2016



Ship To

LIBERTYVILLE SPORTS COMPLEX
1950 HWY 45
LIBERTYVILLE, LAKE
IL 60048
United States

Contact : JODI THORS

O: 847-367-6890

M:

F:

Email: JTHORS@LIBERTYVILLE.COM

Bill To

LIBERTYVILLE SPORTS COMPLEX
1950 HWY 45
LIBERTYVILLE, LAKE
IL 60048
US

Contact :

O:

M:

F:

Email:

Sales Representative

JAMES HOLIK

O: 847-226-9033

M: 847-226-9033

F: 630-599-1392

Email: jim.Holik@lifefitness.com

Life Fitness

Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Life Fitness
9525 Bryn Mawr Avenue
Rosemont, IL 60018
USA

Line	Item	Qty	Unit Price	Unit Discount	Unit Price Selling	Total Price Selling
1	CLST INTEGRITY TREADMILL DOMESTIC - Titanium Tread Base Low VT DOM/Tread Console Eng/Eng NO Connect/	2	7,650.00	-3,451.00	4,199.00	8,398.00

Quote# **3014726 - 1R**



Date 05-AUG-2016 **Expires** 03-NOV-2016



PO Number		Subtotal	
Payment Type		List Price	15,300.00
Payment Terms	CC - FULL PMT	Total Adjustment	-6,902.00
Freight Terms		Selling Price	8,398.00
FOB			
		Freight/Fuel/Installation	716.60
		Tax	TAXES AS APPLICABLE
		Total(USD)	9,114.60

Notes:

SALES TAX = \$2,582.39. GRAND TOTAL = \$29,926.19.

ADDITIONAL TERMS OF SALE:

Manufacturer REQUIRES that the following products be secured to the floor to stabilize and eliminate rocking or tipping over: any HD Elite Half Rack Short Base, any Synrgy 360 unit (except the 360XL), any Synrgy BlueSky unit, and any of the following units if they will be used for body weight strap training; any Cable Motion unit (CMDAP, OSDAP, CMACO, CMFCO), any Jungle (MJ), any Smith machine (SSM, HSSM, OSSM), any HD Elite Rack (HDE) and Athletic Series Racks (ASPR, HDHR). Some units will require a dynamic bolt to properly secure the unit to the floor, and the dynamic bolt requires a minimum of 4.4 inches of concrete subfloor. FOB Life Fitness' dock. Invoice will issue on shipment. Life Fitness may ship partial orders. Terms and Conditions of Sale which appear on purchaser's document (including Purchase orders) and which are inconsistent with these terms shall be voided. Orders canceled after shipment (or after product starts for Built-To-Order products) are subject to a 20% restocking fee. Delays in delivery at customer request may result in storage fees. Prices are good for 30 days. All invoices will be in U.S. dollars and will reflect Exchange Rate at time of shipment. Payment terms and credit lines are subject to Life Fitness credit approval.

Further, until any Products are paid for in full, Customer hereby grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising out of the sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest. When accepted, this quote may be processed, fulfilled, and/or invoiced by Life Fitness and its affiliated companies including Cybex or Brunswick Corporation. By accepting this quote, you agree to make any required payments to the Life Fitness, Cybex, or Brunswick entity that issued the Invoice.

Financing Options are available through Life Fitness Leasing. For more information, please contact Michelle Caruso at 847-288-3620 or leasing@lifefitness.com.

This is a draft quote and not a contract - Subject to management approval

QUOTE

MATRIX

Date: 08/18/2016
 Quote #: 00025944 kking
 Expires On: 04/29/2016

Primary Sales Contact
 Kevin Kingston
 P: (773) 919-7370 F: (608) 839-5689
 kevin.kingston@matrixfitness.com

Alternate Sales Contact
 Aleta Holzapfel
 P: (608) 839-3780 F: (608) 839-5689
 aleta.halvorson@johnsonfit.com

Bill To:
 Libertyville Sports Complex
 Karen Meserve
 1950 N. Highway 45
 Libertyville, IL 60048
 US
 (847) 367-6827 - kmeserve@libertyville.com

Ship To:
 Libertyville Sports Complex
 Karen Meserve
 1950 N. Highway 45
 Libertyville, IL 60048
 US

Comments:

Delivery of only 2 treads. 1 tread already on site as demo.

Shipping Notes:

Delivery of only 2 treads, 1 tread already on site as demo.

Qty	Model Number	Description	List Price	Net Unit Price	Ext. Price
3	T5X-07	Treadmill T5X-07	\$8,995.00	\$3,298.00	\$9,894.00

List Price Total \$26,985.00
 Customer Savings \$17,091.00

Equipment Sales Price \$9,894.00
 FRT/ASM/DEL \$790.00

Customer Subtotal (before tax)	\$10,684.00
Tax (Estimated, subject to change)	\$0.00
Total Amount Due (USD) (including tax)	\$10,684.00

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
 Johnson Health Tech North America Inc

USPS only
 Johnson Health Tech NA Inc
 27829 Network Place
 Chicago, IL 60673-1278

Fed-Ex, UPS, etc
 JPMorgan Chase
 c/o Johnson Health Tech NA Inc. LBX # 27829
 131 S. Dearborn, 6th Floor
 Chicago, IL 60603

Payment Terms:

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

Please initial that you have received a full copy of the Terms and conditions, and that you accept those terms.

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

JHTNA TERMS AND CONDITIONS OF SALE

1. Acceptance and Governing Provisions. This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Order and the attached JHTNA Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirements (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires 30 days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. Payment. 50% of the purchase price is due and must be received by JHTNA before shipment of the Goods and the balance is due 30 days after Purchaser's receipt of JHTNA's invoice, unless JHTNA requires full payment in advance of shipping. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within 30 days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on all amounts past due. In the event JHTNA's invoice is not paid according to the terms herein or in the invoice, Purchaser agrees to pay all costs of collection before and after judgment, including actual attorneys' fees. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open account, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between JHTNA and Purchaser shall be paid by Purchaser in addition to the prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. Delivery, Claims and Force Majeure. Delivery of products to a carrier at JHTNA's facility or other loading point designated by JHTNA shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within 5 business days after Purchaser's receipt of shipment; and Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of, and a waiver of all such claims by, Purchaser. Claims for loss or damage to Goods in transit shall be made to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and 30 days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause beyond JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Purchaser's exclusive remedy for such delays and for JHTNA's inability to deliver for any reason shall be rescission of the affected order by Purchaser providing written notice to JHTNA of Purchaser's decision to rescind the order prior to delivery of the Goods.

5. Cancellation or Modification. Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. In no event shall Purchaser cancel or modify its order after delivery of the Goods. Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, out-of-pocket expenses and loss of profit and allocable overhead. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. Changes. JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, nonavailability or shortages of materials from suppliers or price changes.

7. Warranties. JHTNA warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at the time the order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option. Such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy hereunder and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within 10 days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. Returns. Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. Patents, Trademarks and Copyrights. JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them noninfringing, (iii) replace the products with noninfringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any products furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

10. **Consequential Damages and Other Liability; Indemnity.** JHTNA's liability hereunder and with respect to the Goods sold hereunder shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such damages. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in connection with the Goods sold hereunder and based on product or service defects not proven to have been caused solely by JHTNA's negligence.

11. **Security Agreement.** This Agreement constitutes a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

12. **Landlord's Liens.** If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

13. **Technical Information.** Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

14. **Purchaser's Property.** Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

15. **Governing Law and Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims.

16. **Remedies Cumulative.** Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

17. **Confidentiality.** Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

18. **Entire Agreement.** This Agreement, including JHTNA's Order and JHTNA's Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirement which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser.

MATRIX FITNESS DELIVERY SITE SURVEY

Facility Name: _____ On-Site Contact: _____

Address: _____

Contact Phone: _____ Contact Email: _____

Please answer the following questions with accurate information to ensure proper delivery and installation of Matrix Fitness equipment. Inaccurate information may result in delays and additional charges.

Is this a business site or residential site? BUSINESS RESIDENTIAL

Is the site new construction or an existing facility? NEW EXISTING

What are the hours the site will be open for delivery? _____ AM _____ PM

Can your street accommodate and park a semitrailer (Length of up 75', Height 13'6")? YES NO

How close can semitrailer get to the delivery entrance? _____ FEET

Is there a loading dock? YES NO

If no, is there a commercial ramp and what are the dimensions of the ramp? _____ L _____ W _____ H

Is this a ground level delivery? YES NO

If no, how many stairs to the equipment room? _____

What is the width of the smallest stairway? _____ INCHES

Is there a freight elevator available for delivery purposes? YES NO

If yes, what are the dimensions in inches? _____ L _____ W _____ H

What is the width and height of the entry door(s) in inches? _____ W _____ H

If double doors, can the center post be removed? YES NO

What are the width and height of the doors to the equipment room(s) in inches? _____ W _____ H

What is the distance from the entry doors to the equipment room? _____ FEET

What type of facility flooring will the equipment be placed on? _____

Are there dedicated (non-looped ground) electrical outlets installed? YES NO

Are there cable jacks installed? (only necessary for cardio pieces with TV's) YES NO

Is there anything unusual about your facility or location that could impede this installation?

By signing below, you are stating that the above information is correct. You will be responsible for any additional charges that result from inaccurate or incomplete information.

Authorized Signature

Date

Print Name

Title