



Village of Libertyville Board of Trustees Meeting  
AGENDA  
October 11, 2016  
8:00 p.m.  
Village Hall Board Room

1. Roll Call

- Confirm Appointment and Oath of Office of Pat Carey as Village Trustee
- Proclamation: Lions Club

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 September 27, 2016 Meeting

b. Bills For Approval

Documents:

[Agenda Item 3B.pdf](#)

c. Confirm ZBA Report For Lot Coverage Variation-326 Grant Ct.

Documents:

[Agenda Item 3C.pdf](#)

d. Confirm Ordinance No. 16-O-95

Documents:

[Agenda Item 3D\\_1.pdf](#)

e. Resolution: Change Order 1 To The WWTP Digester Project

Documents:

[Agenda Item 3E.pdf](#)

f. Fee Waiver Request-Libertyville School District 70

Documents:

[Agenda Item 3F.pdf](#)

g. Approve Use Of Village Property-LHS Caring For Cambodia Club

Documents:

[Agenda Item 3G.pdf](#)

4. Auto Expo Development-Park Avenue Corporate Center, 760 E. Park

Documents:

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

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

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

5. Resolution: Approve Change Order No. 1 For The Riverside Pool Project

Documents:

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

6. Resolution: Approve Change Order No. 2 For The Church Street Parking Garage-DEFERRED

Documents:

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

7. Resolution: Approve Change Order No. 2 For The WWTP Tuckpointing And Masonry Repair Project

Documents:

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

8. Resolution: Amend Professional Services Agreement-Basin 9 Sanitary I & I Project

Documents:

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

9. Authorize Purchase Of Fire Pumper/Tender Vehicle

Documents:

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

10. Request Tree Removal Permit-Archdiocese Of Chicago, 901 N. Butterfield Road

Documents:

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

11. Petitions & Communications

12. 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 BOARD AGENDA SUPPLEMENT**

**Meeting Date:** October 11, 2016  
**Agenda Item:** Approval of Attached Bills  
**Staff Recommendation:** Approve Payment  
**Staff Contact:** Patrice Sutton, Director of Finance

---

Summary of Funds

General Fund	\$233,805.93
Capital Improvement Fund	12,850.17
Commuter Parking Fund	2,666.59
Concord Special Service Area	1,364.30
Emergency Telephone System 911	10,139.16
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	0.00
General Bond & Interest	1,928.00
Hotel/Motel Tax Fund	14,970.02
Libertyville Sports/Comp	55,298.78
Motor Fuel Tax Fund	0.00
Northwest Water/Sewer Fund	0.00
Park Improvement Fund	354.25
Police Pension Fund	0.00
Public Building Improvement Fund	64,649.37
Road Improvement	211,461.15
Sales Tax Bond Fund	802.50
Tax Increment Finance District	1,373,235.93
Technology Equipment/Replacement Service Fund	9,072.04
Timber Creek Special Service Area	860.20
Utility Fund	468,227.46
Vehicle Maintenance/Replacement Fund	38,153.59
<b>Total - Accounts Payable</b>	<b>\$2,499,839.44</b>
<b>Total - Payroll 10/5/16</b>	<b>\$717,071.83</b>
<b>Grand Total</b>	<b>\$3,216,911.27</b>

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on October 11, 2016 and you are hereby authorized to pay them from the appropriate budgets.

---

Terry L. Weppler, Mayor

Attest:

---

Sally A. Kowal, Village Clerk

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

Fund	Dept	Line	Desc	Vendor	Invoice Description	Amount	Check #
01-0000-0-155000	01-0000-0-155000		POSTAGE HOLDING A/C	NEOPOST USA	POSTAGE	1,000.00	
01-0000-0-405000	01-0000-0-405000		ABANDONED PROPERTY PAYABLE	ILLINOIS STATE TREASURER	2016 ANNUAL UNCLAIMED PROPERTY	944.26	
01-0000-0-450000	BP-15-0008 - PI-15-0009			AMERICAN NATIONAL SPRINK	BD Bond Refund	500.00	
01-0000-0-450000	BP-16-0004 - PI-16-0004			AMERICAN NATIONAL SPRINK	BD Bond Refund	500.00	
01-0000-0-450000	BB-15-0187 - PB-15-0553			AVOCADO EXPRESS	BD Bond Refund	1,500.00	
01-0000-0-450000	BESW-16-0007 - PENG-16-0087			BOLLINGER, CARLA	BD Bond Refund	500.00	
01-0000-0-450000	BESW-16-0010 - PENG-16-0129			CHADWICK, JEFFREY R & SY	BD Bond Refund	500.00	
01-0000-0-450000	BERC-15-0003 - PSD-15-0003			DEAN, KEVIN & HEATHER	BD Bond Refund	2,500.00	
01-0000-0-450000	BED-15-0001 - PENG-14-0211			LAZZARETTO CONSTRUCTION	BD Bond Refund	2,500.00	
01-0000-0-450000	BEP-16-0010 - PENG-16-0079			MORAVEK, DAVID & JANELLE	BD Bond Refund	250.00	

Total For Dept 0000 GENERAL 10,694.26

Dept 0100 ADMINISTRATION/FINANCE

01-0100-3-746000	EMPLOYEE PROGRAMS	ALBERTSONS	MISC KITCHEN/ CONCESSION SUPPLIES, EM	55.19	
01-0100-3-746000	EMPLOYEE PICNIC SALADS/TOMATOES	PETTY CASH GENERAL	REPLENISH PETTY CASH	43.78	
01-0100-3-746000	EMPLOYEE PROGRAMS	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION, OFFICE SUPP	195.94	
01-0100-5-723000	OFFICE SUPPLIES	BEAVER SHREDDING, INC.	SHREDDING	65.00	
01-0100-5-723000	FIRST AID SUPPLIES	PETTY CASH GENERAL	REPLENISH PETTY CASH	5.25	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BOWENS, KEVIN J	REIMB/ ICMA ANNUAL CONF -TRAVEL, LODG	180.96	
01-0100-5-726000	BREAKFAST MTG W/NEW TRUSTEE CAR	PETTY CASH GENERAL	REPLENISH PETTY CASH	30.00	
01-0100-5-726000	COFFEE CAKE / STAFF MTG	PETTY CASH GENERAL	REPLENISH PETTY CASH	9.28	
01-0100-5-799000	MISCELLANEOUS	CURTIS FRAME	TRUSTEE RETIREMENT GIFT-GAINES	131.04	
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE	390.36	

Total For Dept 0100 ADMINISTRATION/FINANCE 1,106.20

Dept 0201 ENGINEERING

01-0201-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	TONER	210.64	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE	110.94	

Total For Dept 0201 ENGINEERING 321.58

Dept 0203 STREETS

01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS 11/16	11,200.00	
01-0203-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	PHYSICAL & AUDIOGRAMS	80.00	
01-0203-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	PHYSICAL & AUDIOGRAMS	320.00	
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	134.36	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 9/16	52.68	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 9/16	161.12	
01-0203-4-707000	STREETLIGHT ENERGY	DYNEGY ENERGY SERVICES	SERVICE 9/16	3,887.30	
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	183.73	
01-0203-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	GLOVES	72.00	
01-0203-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	GLOVES	56.00	
01-0203-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION, OFFICE SUPP	5.00	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM	121.46	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	157.46	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR CONTROL PANEL / MILW & COOK	256.47	
01-0203-7-712000	MAINTENANCE BUILDINGS	AERO GARAGE DOOR SYSTEMS	REPAIR DOOR #10	125.00	
01-0203-7-712000	MAINTENANCE BUILDINGS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	245.00	
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	ADDT'L LAWN CUTS 9/16	493.00	
01-0203-7-713000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 9/16	1,701.58	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LESTER'S MATERIAL SERVIC	TOP SOIL	155.87	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LIBERTYVILLE TOWNSHIP	OLD PETERSON RD MAINT 7/1/16--6/30/1	3,620.28	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	PETER BAKER & SON CO	ASPHALT REPAIR	156.57	

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 01 GENERAL FUND</b>					
<b>Dept 0203 STREETS</b>					
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	POINT READY MIX, LLC	CONCRETE REPAIR / 600 ROOSEVELT	1,016.00	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	RAY SCHRAMER & CO	SEWER MASTIC	45.35	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	RAY SCHRAMER & CO	STREET REPAIR	176.20	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	SHERWIN-WILLIAMS	PAVEMENT MARKING PAINT	156.90	
		Total For Dept 0203 STREETS		25,959.33	
<b>Dept 0205 REFUSE &amp; RECYCLING</b>					
01-0205-2-720000	INSURANCE	PW UNION MED/DENTAL INS	11/16	1,600.00	
		Total For Dept 0205 REFUSE & RECYCLING		1,600.00	
<b>Dept 0301 PLANNING DIVISION</b>					
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	
		Total For Dept 0301 PLANNING DIVISION		282.47	
<b>Dept 0302 BUILDING SERVICES</b>					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	2 SEMI-ANNUAL ELEVATOR RE-INSPECTIONS	86.00	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE	110.95	
		Total For Dept 0302 BUILDING SERVICES		196.95	
<b>Dept 0303 ECONOMIC DEVELOPMENT</b>					
01-0303-5-706000	REIMB / SCHWEIGER - SUPPLIES &	PETTY CASH GENERAL	REFLENISH PETTY CASH	10.54	
		Total For Dept 0303 ECONOMIC DEVELOPMENT		10.54	
<b>Dept 0501 POLICE ADMIN, COMMUNICATION &amp; RECORDS</b>					
01-0501-2-720000	INSURANCE	ANDERSON, STEVE	PSEBA MEDICAL INSURANCE REIMBURSEMENT	215.55	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 9/16	7.77	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 9/16	7.34	
01-0501-3-705000	CONTRACTUAL SERVICES	SHRED-IT USA LLC	SHREDDING	43.28	
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DIPATCH OPERATING & CAPITAL PYMT	31,404.00	
01-0501-3-728000	MEDICAL SERVICES	HEALTH ENDEAVORS, SC	PRE-EMPLOYMENT PHYSICAL	460.00	
01-0501-3-728000	MEDICAL SERVICES	HEALTH ENDEAVORS, SC	PRE-EMPLOYMENT PHYSICAL	735.00	
01-0501-3-728000	MEDICAL SERVICES	PUBLIC SERVICE ASSESMEN	PERSONNEL EVALUATION	400.00	
01-0501-3-728000	MEDICAL SERVICES	THEODORE POLYGRAPH SERVI	POLYGRAPH EXAM	150.00	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION, OFFICE SUPP	5.00	
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC		33,427.94	
<b>Dept 0502 POLICE PATROL</b>					
01-0502-3-705000	CONTRACTUAL SERVICES	JERRY'S SERVICE	TOWING 16-19334	170.00	
01-0502-3-705000	CONTRACTUAL SERVICES	JERRY'S SERVICE	TOWING- 16-19334	75.00	
01-0502-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	39.98	
01-0502-5-706000	MATERIALS AND SUPPLIES	DAN THE KEYMAN	KEYS	14.25	
01-0502-5-720000	DUI EQUIPMENT	CDS OFFICE TECHNOLOGIES	WIRELESS MICROPHONE BATTERIES	247.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INSIDE THE TAPE LLC	TRAINING COURSE 9/21-23/16	295.00	
01-0502-5-752000	UNIFORMS	GALLS, LLC	UNIFORMS / DUTY GEAR FOR MELVIN & POT	270.77	
01-0502-5-752000	UNIFORMS	KIESLER'S POLICE SUPPLY	BODY ARMOR OUTER CARRIER FOR MFF/RODR	215.67	
01-0502-5-752000	UNIFORMS	KIESLER'S POLICE SUPPLY	POLICE BODY ARMOR	9,196.80	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS/M. JOHNSON	26.99	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	HAVEY COMMUNICATIONS	REPAIR SIREN / CSO TRUCK#15	299.00	
		Total For Dept 0502 POLICE PATROL		10,850.46	
<b>Dept 0503 POLICE-INVESTIGATIONS</b>					
01-0503-2-740000	SICK LEAVE BUYBACK	VANTAGEPOINT TRANSFER AG	RHS / ROBERT ULIKS	35,789.99	

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND					
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-5-706000	MATERIALS AND SUPPLIES	SIRCHIE ACQUISITION CO.,	EVIDENCE KIT SUPPLIES	958.07	
01-0503-5-706000	MATERIALS AND SUPPLIES	ULINE	EVIDENCE SUPPLIES - THERMAL TRANSFER	92.54	
01-0503-5-726000	COMPUTER CRIMES INVESTIGATION T	COPS	COMPUTER CRIMES INVESTIGATION TRAININ	149.00	
Total For Dept 0503 POLICE-INVESTIGATIONS				36,989.60	
Dept 0504 POLICE-PUBLIC EDUCATION					
01-0504-5-706000	VARIOUS PUBLIC EDUC MATERIAL		POLICE PUBLIC EDUC MATERIAL	3,882.70	
01-0504-5-706000	SHIPPING		POLICE PUBLIC EDUC MATERIAL	371.46	
Total For Dept 0504 POLICE-PUBLIC EDUCATION				4,254.16	
Dept 0505 POLICE-COMMUNITY SERVICES					
01-0505-3-751000	ANIMAL CARE		MISC HARDWARE & SUPPLIES	25.98	
Total For Dept 0505 POLICE-COMMUNITY SERVICES				25.98	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	197.56	
01-0601-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION, OFFICE SUPP	5.00	
Total For Dept 0601 FIRE-ADMINISTRATION				202.56	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-705000	CONTRACTURAL SERVICES	VILLAGE OF VERNON HILLS	DIPATCH OPERATING & CAPITAL PYMT	21,045.00	
01-0603-3-728000	TECHNICAL SERVICES	LIBERTYVILLE FIRE DISTRI	AMBULANCE SERVICE (22.5% OF \$25,000)	5,625.00	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	4-GAS MONITOR REPAIR	575.00	
01-0603-5-707000	O2	AMERICAN GASES CORP	OXYGEN	59.77	
01-0603-5-707000	FIREFIGHTER SUPPLIES	ZOLL MEDICAL CORPORATION	BANDS FOR EMS EQUIPMENT	735.00	
Total For Dept 0603 FIRE-EMERGENCY SERVICES				28,039.77	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	138.87	
01-0604-5-706000	MATERIALS AND SUPPLIES	BATTERIES PLUS LLC	STN2 UPS BATTERIES	50.85	
01-0604-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	ICE MACHINE CLEANER	139.48	
01-0604-5-706000	STATION SUPPLIES	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	992.59	
01-0604-5-707000	HELMETS	AIR ONE EQUIPMENT, INC	HELMETS	474.38	
01-0604-5-707000	FIREFIGHTER SUPPLIES	PAUL CONWAY SHIELDS	HELMET-POPP	57.29	
01-0604-7-712000	MAINTENANCE BUILDINGS	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 10/16	119.00	
Total For Dept 0604 FIRE-SUPPORT SERVICES				1,972.46	
Dept 0701 PARKS					
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS 11/16	7,000.00	
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	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	417.00	
01-0701-3-705000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 9/16	472.30	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	33.72	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	120.61	
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	13.98	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	32.00	
01-0701-5-799000	MISCELLANEOUS	ADVOCATE OCCUPATIONAL HE	PHYSICAL & AUDIOGRAMS	440.00	
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE	MISC HARDWARE & SUPPLIES	17.98	
01-0701-7-713000	MAINTENANCE GROUNDS	ACE HARDWARE	MISC HARDWARE & SUPPLIES	17.97	
01-0701-7-713000	MAINTENANCE GROUNDS	ARTHUR CLESEN INC	GRASS SEED / HERBICIDE	764.00	
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	MAINTENANCE GROUNDS	ELITE GROWERS, INC	SUNKEN GARDEN PLANTS	46.60	

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

Dept 0701 PARKS  
 01-0701-7-713000 MOWING & LANDSCAPING  
 01-0701-7-715000 MAINTENANCE OTHER EQUIPMENT  
 01-0701-7-715000 MAINTENANCE OTHER EQUIPMENT

LANDSCAPE CONCEPTS MANAG MOWING AND LANDSCAPING 9/16  
 HARRIS GOLF CARS YAMAHA ELECTRIC CART REPAIR PARTS  
 REINDERS, INC. BRAKE CABLES

1,613.00  
 110.17  
 232.39  
 19,699.44

Total For Dept 0701 PARKS

Dept 0702 RECREATION  
 01-0702-3-713000 INDEPENDENT CONTRACTOR  
 01-0702-4-708000 ELECTRICITY  
 01-0702-4-708000 ELECTRICITY  
 01-0702-4-709000 NORTH SHORE GAS  
 01-0702-5-706000 SUPPL & EXP - TOT PROGRAMS  
 01-0702-5-707000 SUPPL & EXP - YOUTH PROGRAMS  
 01-0702-5-716000 DANCE PROGRAM EXPENSE  
 01-0702-5-723000 OFFICE SUPPLIES  
 01-0702-5-726000 TRAVEL, TRAIN, SUBSCRIP & DUES  
 01-0702-5-732000 SUPPLIES & EXP -SPC EVNT FMYL  
 01-0702-5-732000 SUPPLIES & EXP -SPC EVNT FMYL  
 01-0702-5-732000 SUPPLIES & EXP -SPC EVNT FMYL  
 01-0702-5-732000 MISCELLANEOUS  
 01-0702-7-712000 MAINTENANCE BUILDING  
 01-0702-7-712000 MAINTENANCE BUILDING

IL GIRLS LACROSSE ASSO CI FALL GIRLS LACROSSE INSTRUCTION  
 COMMONWEALTH EDISON CO SERVICE 9/16  
 COMMONWEALTH EDISON CO SERVICE 10/16  
 NORTH SHORE GAS CO SERVICE 8/16  
 COUNTRY BUMPKIN KINDER KORNER PRESCHOOL FIELD TRIP 1  
 COUNTRY BUMPKIN RIVERSIDE FIELD TRIP 10/24 78910  
 KROLL'S FARM KINDER KORNER FIELD TRIP 10/29 29 @  
 MENARDS - GURNEE POCKET DOOR REPAIR PARTS / SAND  
 RICOH USA, INC COPIER LEASE  
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION, OFFICE SUPP  
 SPORTS 11 INC KINDER KORNER-TSHIRTS  
 ACE HARDWARE MISC HARDWARE & SUPPLIES  
 ORIENTAL TRADING COMPANY HALLOWEEN/BREAKFST W/SANTA /DANCE SUP  
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION, OFFICE SUPP  
 DAILY HERALD SUBSCRIPTION 9/18/16--9/16/17  
 ALBERTSONS MISC KITCHEN/ CONCESSION SUPPLIES, EM  
 ORIENTAL TRADING COMPANY HALLOWEEN/BREAKFST W/SANTA /DANCE SUP  
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION, OFFICE SUPP  
 ADVOCATE OCCUPATIONAL HE PHYSICAL & AUDIOGRAMS  
 ACE HARDWARE MISC HARDWARE & SUPPLIES  
 ECO CLEAN MAINTENANCE, I JANITORIAL SERVICE 9/16

1,442.00  
 1,037.62  
 1,160.08  
 33.91  
 280.00  
 70.00  
 203.00  
 23.18  
 104.96  
 110.11  
 340.00  
 64.99  
 40.36  
 34.98  
 235.00  
 23.67  
 270.12  
 170.99  
 220.50  
 7.99  
 1,123.32  
 6,996.78

Total For Dept 0702 RECREATION

Dept 0703 SWIMMING POOL OPERATIONS  
 01-0703-4-708000 ELECTRICITY  
 01-0703-5-706000 MATERIALS AND SUPPLIES  
 01-0703-7-712000 MAINTENANCE BUILDING  
 01-0703-7-712000 MAINTENANCE BUILDING  
 01-0703-7-716000 MAINTENANCE POOLS

DYNEGY ENERGY SERVICES SERVICE 9/16  
 SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION, OFFICE SUPP  
 ACE HARDWARE MISC HARDWARE & SUPPLIES  
 ECO CLEAN MAINTENANCE, I JANITORIAL SERVICE 9/16  
 ACE HARDWARE MISC HARDWARE & SUPPLIES

2,535.88  
 5.00  
 9.98  
 117.00  
 7.99

Total For Dept 0703 SWIMMING POOL OPERATIONS

Dept 0704 LIBERTYVILLE GOLF COURSE  
 01-0704-7-713000 MAINTENANCE GROUNDS

BUHRMAN DESIGN GROUP INC RIVERSIDE GOLF MOWING 9/16

1,158.00

Total For Dept 0704 LIBERTYVILLE GOLF COURSE

Dept 0705 SENIOR PROGRAMS  
 01-0705-3-713000 CONTRACTUAL SERVICES  
 01-0705-3-713000 CONTRACTUAL SERVICES  
 01-0705-5-706000 PROGRAM MATERIALS AND SUPPLIES  
 01-0705-5-706000 PROGRAM MATERIALS AND SUPPLIES  
 01-0705-5-706000 PROGRAM MATERIALS AND SUPPLIES  
 01-0705-5-707000 MEAL SUPPLIES

SENIOR DINER CATERING SENIOR DINER CATERING  
 SR CTR HALLOWEEN PARTY ENTERTAINMENT SR CTR BIRTHDAY BASH 10/10  
 MISC KITCHEN, CONCESSION, OFFICE SUPP MISC KITCHEN, CONCESSION, OFFICE SUPP

260.00  
 660.00  
 125.00  
 180.00  
 83.60  
 124.35

Total For Dept 0705 SENIOR PROGRAMS

Dept 1200 LEGISLATIVE BDS & COMMITTEES  
 01-1200-5-726000 TRAVEL, TRAIN, SUBSCRIP & DUES  
 01-1200-5-798000 BUSINESS APPRECIATION BREAKFAST

AUSTIN'S SALOON & EATERY TRUSTEE TODD GAINES PARTY  
 FIORELLI GRAPHICS & PRIN MAYORS BREAKFAST INVITATIONS & ENVELO

379.41  
 428.00

1,432.95

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-5-799000	MISCELLANEOUS	FTORELLI GRAPHICS & PRIN	VLG BOARD BUSINESS CARDS	120.00	
01-1200-5-799000	MISCELLANEOUS	HERITAGE SIGNS, LTD.	NAMEPLATES / REPLACEMENT VINYL	192.95	
01-1200-5-799000	KITCHEN SUPPLIES	PETTY CASH GENERAL	REPLENISH PETTY CASH	10.24	
01-1200-5-799000	BOTTLED WATER / MTG SUPPLIES	PETTY CASH GENERAL	REPLENISH PETTY CASH	3.04	
01-1200-5-799000	STAMPS / RETIREMENT INVITATIONS	PETTY CASH GENERAL	REPLENISH PETTY CASH	14.57	
		Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES		1,148.21	

Dept 1300 LEGAL					
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICE 8/16	4,340.00	
		Total For Dept 1300 LEGAL		4,340.00	

Dept 1500 CENTRAL BUSINESS

01-1500-7-712000	DST PARKING	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 10/16	229.00	
01-1500-7-712000	MAINTENANCE BUILDING	J. GILL & COMPANY	WEST PARKING GARAGE MAINT REPAIRS	31,545.00	
01-1500-7-712000	MAINTENANCE BUILDING	J. GILL & COMPANY	REPLACE 2 EXPANSION JOINTS / WEST PKG	5,400.00	
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 9/16	408.00	
		Total For Dept 1500 CENTRAL BUSINESS DST PARKING		37,847.71	

Dept 1700 PUBLIC BUILDINGS

01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 8/16	35.93	
01-1700-5-799000	MISCELLANEOUS	SAM'S CLUB DIRECT COMM.	MISC KITCHEN, CONCESSION, OFFICE SUPP	5.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ACE HARDWARE	MISC HARDWARE & SUPPLIES	18.99	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ECC CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	450.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 10/16	119.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ACE HARDWARE	MISC HARDWARE & SUPPLIES	27.96	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AMERICAN BUILDING SERVIC	DOOR REPAIR	357.50	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	47.22	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ECC CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	1,170.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 10/16	116.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MCDONOUGH MECHANICAL SER	CHECK OUT WATER LEAK RTU #2	225.13	
		Total For Dept 1700 PUBLIC BUILDINGS		2,572.73	
		Total For Fund 01 GENERAL FUND		233,805.93	

Fund 02 CONCORD SPECIAL SERVICE AREA

Dept 0000 GENERAL					
02-0000-0-780000	RETENTION POND MAINT	CLARKE AQUATIC SERVICES	CONCORD FOUNTAIN REPAIR	160.00	
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 9/16	729.30	
		Total For Dept 0000 GENERAL		1,364.30	
		Total For Fund 02 CONCORD SPECIAL SERVICE AREA		1,364.30	

Fund 03 EMERGENCY TELEPHONE SYSTEM 911

Dept 0000 GENERAL					
03-0000-3-705000	CONTRACTUAL SERVICES	ADVANCED BUSINESS NETWORK	T1 LINE CHARGE	314.76	
03-0000-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DIPATCH OPERATING & CAPITAL PYMT	9,016.00	
03-0000-4-710000	TELEPHONE	ADVANCED BUSINESS NETWORK	T1 LINE CHARGE	808.40	
		Total For Dept 0000 GENERAL		10,139.16	
		Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911		10,139.16	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 06 TIM/CREEK SPECIAL SERVICE AREA</b>					
Dept 0000 GENERAL	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 9/16	520.20	
			<b>Total For Dept 0000 GENERAL</b>	<b>860.20</b>	
			<b>Total For Fund 06 TIM/CREEK SPECIAL SERVICE AREA</b>	<b>860.20</b>	
<b>Fund 08 GENERAL BOND &amp; INTEREST</b>					
Dept 0000 GENERAL	PAYING AGENT FEES	BANK OF NEW YORK MELLON	PAYING AGEN FEE SERIES 2015A /LIBG015	750.00	
08-0000-0-797000	PAYING AGENT FEES	BANK OF NEW YORK MELLON	PAYING AGENT FEE SERIES 2014B / LIBGO	750.00	
08-0000-0-797000	PAYING AGENT FEES	BANK OF NEW YORK MELLON	ADMINISTRATION FEE SERIES 2013A / LIB	428.00	
			<b>Total For Dept 0000 GENERAL</b>	<b>1,928.00</b>	
			<b>Total For Fund 08 GENERAL BOND &amp; INTEREST</b>	<b>1,928.00</b>	
<b>Fund 09 TAX INCREMENT FIN DIST #1</b>					
Dept 0000 GENERAL	RELOCATE COMCAST CABLE - CHURCH	COMCAST CABLE COMMUNICAT	RELOCATE COMCAST CABLE - CHURCH ST PA	2,928.93	
09-0000-0-776000	PARKING IMPROVEMENTS	THE HEZNER CORPORATION	DESIGN / PARKING GATEWAY ARCH	2,800.00	
09-0000-0-776000	PARKING IMPROVEMENTS	WALSH CONSTRUCTION II L	CIVIC CENTER PARKING GARAGE	1,367,507.00	
			<b>Total For Dept 0000 GENERAL</b>	<b>1,373,235.93</b>	
			<b>Total For Fund 09 TAX INCREMENT FIN DIST #1</b>	<b>1,373,235.93</b>	
<b>Fund 13 HOTEL/MOTEL TAX FUND</b>					
Dept 0000 GENERAL	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 9/16	1,100.60	
13-0000-0-713000	48" SQUARE TREE GRATE	NUTOYS LEISURE PRODUCTS	TREE GRATES	6,853.00	
13-0000-0-720000	COOK HOUSE	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	80.00	
13-0000-0-720000	COOK HOUSE	ORKIN	PEST CONTROL	86.42	
13-0000-0-720000	COOK HOUSE	WEXLER/KOLLMAN, P.C. LTD	COOK HSE MISC REPAIRS / DOCS	1,150.00	
13-0000-0-762000	CIVIC CENTER	GREAT LAKES ELEVATOR SER	ELEVATOR MAINT 10/16	113.00	
13-0000-0-762000	CIVIC CENTER	WEXLER/KOLLMAN, P.C. LTD	ROOF REPAIR ./ CONSTRUCTION DOCS	1,900.00	
13-0000-0-770000	SPORTS COMPLEX MARKETING	FIORIELLI GRAPHICS & PRIN	HALLOWEEN FEST POSTERS & FLYERS	145.00	
13-0000-0-781000	ADLER CULTURAL CENTER	ACE HARDWARE	MISC HARDWARE & SUPPLIES	65.29	
13-0000-0-781000	ADLER CULTURAL CENTER	PAULSON BUILDERS, LLC	ALDER HOUSE EAVE REPAIRS	2,761.00	
			<b>Total For Dept 0000 GENERAL</b>	<b>14,970.02</b>	
			<b>Total For Fund 13 HOTEL/MOTEL TAX FUND</b>	<b>14,970.02</b>	
<b>Fund 14 COMMUTER PARKING FUND</b>					
Dept 0000 GENERAL	14-0000-0-668000	PRATISCHER, LAUREN	REFND / OCT PRAIRIE CROSSING HANG TAG	40.00	
14-0000-0-668000	REFUNDS	GOEDKEN, MATTHEW	COMMUTER PARKING PERMIT REFUND	90.00	
14-0000-5-750000	REFUNDS	TRIMBLE, PHILIP	COMMUTER PARKING PERMIT REFUND	90.00	
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	ADDT'L LAWN CUTS 9/16	17.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	440.00	
14-0000-7-713000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 9/16	1,192.45	
			<b>Total For Dept 0000 GENERAL</b>	<b>2,666.59</b>	
			<b>Total For Fund 14 COMMUTER PARKING FUND</b>	<b>2,666.59</b>	

JOURNALIZED

BOTH OPEN AND PAID

Vendor Invoice Description

Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 15 SALES TAX BOND FUND</b>					
Dept 0000 GENERAL	PAYING AGENT FEES	BANK OF NEW YORK MELLON	PAYING AGENT FEE 2010D / LIBREF10D	802.50	
15-0000-0-797000				802.50	
Total For Dept 0000 GENERAL				802.50	
Total For Fund 15 SALES TAX BOND FUND				802.50	
<b>Fund 20 UTILITY FUND</b>					
Dept 0000 GENERAL	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUBL	INTERCEPTOR CONNECTION FEES 9/16	8,960.00	
20-0000-0-413000				8,960.00	
Total For Dept 0000 GENERAL				8,960.00	
<b>Dept 2020 WATER DEPARTMENT</b>					
20-2020-2-720000	INSURANCE	PW UNION MED/DENTAL INS	11/16	8,000.00	
20-2020-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	PHYSICAL & AUDIOGRAMS	280.00	
20-2020-3-728000	TECHNICAL SERVICES	B & W CONTROL SYS INTEGR	BWCSI SUPPORT SERVICES	466.77	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	103.19	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	65.58	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	33.94	
20-2020-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 9/16	1,527.91	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 8/16	73.40	
20-2020-4-710000	TELEPHONE	SPRINT / NEXTEL COMMUNIC	SERVICE 8/24--9/23/16	50.99	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	128.53	
20-2020-5-706000	DISCOUNT	ACE HARDWARE	MISC HARDWARE & SUPPLIES	(30.82)	
20-2020-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	SAFETY VESTS / EAR PLUGS	164.41	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	RILEY, T J	REIMB/ WTER CONF- HOTEL & MEALS	339.73	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	TOLL, MICHAEL	REIMB/ WATER CONF - FUEL	23.72	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	39.58	
20-2020-5-798000	PURCHASE OF WATER - CUCJAWA	CENTRAL IK CITY JOINT ACT	WATER USAGE 9/16	198,615.69	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	220.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 9/16	245.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	FERGUSON ENTERPRISES #15	PLUMBING REPAIR 600 NORTH	75.35	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	CONCRETE / 1044 HARMS	685.50	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	CONCRETE REPAIR / 51-0 VALLEY PARK	479.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	WATER LINE REPAIR PARTS	363.22	
Total For Dept 2020 WATER DEPARTMENT				211,950.69	
<b>Dept 2021 SEWER DEPARTMENT</b>					
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS 11/16	3,800.00	
20-2021-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	PHYSICAL & AUDIOGRAMS	120.00	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	116.97	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	57.87	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	49.61	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	42.15	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	36.55	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	39.47	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 9/16	83.82	
20-2021-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	60.11	
20-2021-5-706000	MATERIALS AND SUPPLIES	QUANTUM LABS INC	BLUE NITRILE GLOVES	31.97	
Total For Dept 2021 SEWER DEPARTMENT				4,438.52	
<b>Dept 2022 WASTE WATER TREATMENT PLANT</b>					
20-2022-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	PHYSICAL & AUDIOGRAMS	200.00	
20-2022-3-728000	ENGINEERING SERVICES	BAXTER & WOODMAN INC	ENGINEERING SEWER ORDINANCE REVISIONS	1,981.25	
20-2022-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	OUTSIDE LAB TESTING	65.50	

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-4-708000	ELECTRICITY		SERVICE 9/16	16,881.36	
20-2022-4-709000	NORTH SHORE GAS		SERVICE 8/16	1,388.18	
20-2022-5-706000	MATERIALS AND SUPPLIES		GERMICIDAL CLEANER	23.82	
20-2022-5-706000	MATERIALS AND SUPPLIES		MISC KITCHEN, CONCESSION, OFFICE SUPP	124.64	
20-2022-5-706000	MATERIALS AND SUPPLIES		TEST TUBE BRUSH	34.65	
20-2022-5-707000	CHEMICALS		SODIUM HYPOCHLRITE	2,146.40	
20-2022-5-707000	CHEMICALS		SODIUM BISULFITE	555.15	
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES		MISC KITCHEN, CONCESSION, OFFICE SUPP	5.00	
20-2022-7-712000	2016/17 MOWING & LANDSCAPING CO		MISC KITCHEN, CONCESSION, OFFICE SUPP	362.86	
20-2022-7-712000	MOWING & LANDSCAPING		MOWING AND LANDSCAPING 9/16	547.75	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT		MISC HARDWARE & SUPPLIES	37.56	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT		PRIMARY CLARIFIER DRIVE SPROCKETS	700.00	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT		PLANT B PRIMARY HARDWARE	72.27	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT		RAS PUMP #5 TRANSFORMER	83.31	
			Total For Dept 2022 WASTE WATER TREATMENT PLANT	25,209.70	
Dept 2023 UTILITY-DEBT SERVICE					
20-2023-9-796000	INTEREST PAYMENTS		LIB GO 2012B BOND PYMT	39,700.00	
20-2023-9-796000	INTEREST PAYMENTS		LIB GO 2013B BOND PYMT	62,487.50	
20-2023-9-796000	INTEREST PAYMENTS		LIB GO 2014A BOND PYMT	25,725.00	
20-2023-9-796000	INTEREST PAYMENTS		LIB GO 2015B BOND PYMT	59,606.27	
20-2023-9-797000	PAYING AGENT FEES		PAYING AGENT FEE SERIES 2015B	750.00	
20-2023-9-797000	PAYING AGENT FEES		ADMINISTRATION FEE SERIES 2013B / LIB	428.00	
			Total For Dept 2023 UTILITY-DEBT SERVICE	188,696.77	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-788000	510M S/POINT M2 WIRED DP HR&LD		510M S/POINT M2 WIRED DP HR&LD W/ HOU	3,780.00	
20-2024-6-750000	WWTP IMPR		PHOSPHORUS RE-MODELING/RE-EVALUATION	4,303.21	
20-2024-6-750000	WWTP IMPR		DIGESTER & BRICK WORK TUCKPOINTING	2,095.21	
20-2024-6-772000	UNDERGROUND IMPROVEMENT		2016 CONSTRUCTION SEASON CDDD ENG SER	500.00	
20-2024-6-772000	UNDERGROUND IMPROVEMENT		2016 SANITARY AND STORM SEWER TELEVIS	17,613.36	
20-2024-6-777000	LIFT STATION IMPROVEMENTS		EASEMENT AGREEMENT COMPENSATION	680.00	
			Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT	28,971.78	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-2-720000	INSURANCE		PW UNION MED/DENTAL INS 11/16	4,800.00	
30-0000-5-706000	SHOP SUPPLIES		SHOP SUPPLIES	17.68	
30-0000-5-707000	TOOLS		TOOLS	50.44	
30-0000-5-713000	VEHICLE WASHING		CAR WASH	15.00	
30-0000-5-714000	VEHICLE PARTS		MISC HARDWARE & SUPPLIES	50.62	
30-0000-5-714000	VEHICLE PARTS		MISC HARDWARE & SUPPLIES	(30.81)	
30-0000-5-714000	VEHICLE PARTS		BUMBERS FOR CONCRETE SAWS	35.12	
30-0000-5-714000	VEHICLE PARTS		TIRES #309	442.96	
30-0000-5-714000	VEHICLE PARTS		COOLING UNIT FIRETRUCK	692.15	
30-0000-5-714000	VEHICLE PARTS		RETURN / REPAIR PARTS	(33.25)	
30-0000-5-714000	VEHICLE PARTS		BATTERY	74.76	
30-0000-5-714000	VEHICLE PARTS		VEHICLE REPAIR PARTS	86.40	
30-0000-5-714000	VEHICLE PARTS		FUEL FILTER	50.63	
30-0000-5-714000	VEHICLE PARTS		COUPLERS	207.28	
30-0000-5-714000	VEHICLE PARTS		HOSE ASSEMBLY	28.98	
			Total For Fund 20 UTILITY FUND	468,227.46	

BOTH OPEN AND PAID

GL Number      Invoice Line Desc      Vendor      Invoice Description      Amount      Check #

Fund 30	VEHICLE MAINT/REPL SERVICE FD				
Dept 0000	GENERAL				
30-0000-5-714000	VEHICLE PARTS		MIDWEST HOSE AND FITTING	248.62	
30-0000-5-714000	VEHICLE PARTS		RUSSO POWER EQUIPMENT	235.99	
30-0000-5-714000	VEHICLE PARTS		RUSSO POWER EQUIPMENT	0.78	
30-0000-5-714000	VEHICLE PARTS		STANDARD EQUIPMENT CO	12.22	
30-0000-5-714000	VEHICLE PARTS		TERMINAL SUPPLY CO	199.20	
30-0000-5-714000	9 - CURB GUARDS - RIGHT		WINTER EQUIPMENT COMPANY	1,476.03	
30-0000-5-714000	5 - CURB GUARDS - LEFT		WINTER EQUIPMENT COMPANY	820.02	
30-0000-5-714000	3 - FLOWGUARD - STRIAGHT		WINTER EQUIPMENT COMPANY	405.01	
30-0000-5-714000	FREIGHT		WINTER EQUIPMENT COMPANY	96.97	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES		RONDOUT SERVICE CENTER L	267.50	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES		SECRETARY OF STATE	95.00	
30-0000-5-799000	MISCELLANEOUS		ADVOCATE OCCUPATIONAL HE	80.00	
30-0000-6-782000	REPLACEMENT SAND RAKE/TRACTOR F		BURRIS EQUIPMENT CO	20,637.50	
30-0000-6-782000	VEHICLE REPLACEMENT COSTS		HAVEY COMMUNICATIONS	196.00	
30-0000-9-795000	LEASE PAYMENTS - PRINCIPAL		JP MORGAN EQUIPMENT FINA	6,894.79	
			Total For Dept 0000 GENERAL	38,153.59	
Fund 31	TECHNOLOGY EQUIP/REPL SER FD				
Dept 0000	GENERAL				
31-0000-4-711000	WIRELESS SERVICE		HERITAGE SIGNS, LTD.	19.95	
31-0000-4-711000	WIRELESS SERVICE		VERIZON WIRELESS	3,029.13	
31-0000-4-711000	WIRELESS SERVICE		VERIZON WIRELESS	3,047.79	
31-0000-4-719000	INTERNET ACCESS		ADVANCED BUSINESS NETWORK	911.65	
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES		CITRIX ONLINE	2,063.52	
			Total For Dept 0000 GENERAL	9,072.04	
Fund 40	CAPITAL IMPROVEMENT FUND				
Dept 0000	GENERAL				
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM		CIVILTECH	9,079.34	
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM		CIVILTECH	886.20	
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM		LAKE COUNTY TREASURER	2,884.63	
			Total For Dept 0000 GENERAL	12,850.17	
Fund 41	ROAD IMPROVEMENT FUND				
Dept 0000	GENERAL				
41-0000-6-773000	ROAD REHABILITATION		ALAMP CONCRETE CONTRACTO	200,608.86	
41-0000-6-773000	ROAD REHABILITATION		CHRISTOPHER B BURKE ENG	10,751.70	
41-0000-6-773000	ROAD REHABILITATION		GEARY ELECTRIC INC	100.59	
			Total For Dept 0000 GENERAL	211,461.15	
Fund 45	PARK IMPROVEMENT FUND				
Dept 0000	GENERAL				
45-0000-0-782000	PARK IMPROVEMENT COSTS		BRONZE MEMORIAL COMPANY	354.25	
			Total For Dept 0000 GENERAL	354.25	

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 45 PARK IMPROVEMENT FUND

354.25

Fund 46 PUBLIC BUILDING IMPROVEMENT FD

Dept 0000 GENERAL  
 46-0000-0-790000 VILLAGE HALL SIDING REPLACE SIDING AT VILLAGE HALL EAST T  
 46-0000-0-790000 VILLAGE HALL ADTT'L SIDING REPAIR / VLG HALL TOWER  
 46-0000-0-794000 FIRE STATIONS ALAMP CONCRETE CONTRACTO GOLF FIRE STATION DRIVEWAY

4,500.00  
 829.00  
 59,320.37

Total For Dept 0000 GENERAL

64,649.37

Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD

64,649.37

Fund 60 LIBERTYVILLE SPORTS COMP FUND

Dept 6001 LSC-INDOOR SPORTS CENTER  
 60-6001-2-720000 INSURANCE PW UNION MED/DENTAL INS 11/16  
 60-6001-3-713000 INDEPENDENT CONTRACTORS JELLY BEAN SPORTS, INC LSC FALL SPORTS PROGRAMS FOR KIDS  
 60-6001-3-742000 COPY MACHINE LEASE RICOH USA, INC COPIER LEASE  
 60-6001-4-708000 ELECTRICITY DYNEGY ENERGY SERVICES SERVICE 9/16  
 60-6001-5-706000 MATERIALS AND SUPPLIES SPORTS SERVICE SANITATION, INC. RESTROOM RENTAL  
 60-6001-5-716000 CONCESSIONS ALBERTSONS MISC KITCHEN/ CONCESSION SUPPLIES, EM  
 60-6001-5-716000 CONCESSIONS CATERED PRODUCTIONS MCFOGG CORP MTG LUNCH  
 60-6001-5-716000 CONCESSIONS EDIBLE ARRANGEMENTS-604 CONCESSION / 30 FRUIT SALADS  
 60-6001-5-716000 CONCESSIONS EDIBLE ARRANGEMENTS-604 CONCESSION / 20 FRUIT SALADS  
 60-6001-5-716000 CONCESSIONS EDIBLE ARRANGEMENTS-604 CONCESSIONS / 20 FRUIT SALADS  
 60-6001-5-716000 CONCESSIONS EDIBLE ARRANGEMENTS-604 CONCESSIONS / 20 FRUIT SALADS  
 60-6001-5-716000 CONCESSIONS EDIBLE ARRANGEMENTS-604 CONCESSION / 20 FRUIT SALADS  
 60-6001-5-716000 CONCESSIONS GOLD MEDAL-CHICAGO INC CONCESSION SUPPLIES  
 60-6001-5-716000 CONCESSIONS GOLD MEDAL-CHICAGO INC CONCESSION SUPPLIES  
 60-6001-5-716000 CONCESSIONS PEPSI CONCESSION SUPPLIES  
 60-6001-5-716000 CONCESSIONS PEPSI CONCESSION SUPPLIES  
 60-6001-5-716000 CONCESSIONS SAM'S CLUB DIRECT COMM. MISC KITCHEN, CONCESSION, OFFICE SUPP  
 60-6001-5-723000 OFFICE SUPPLIES ACE HARDWARE & SUPPLIES  
 60-6001-5-723000 DISCOUNT ACE HARDWARE  
 60-6001-5-733000 ANCHOR AUDIO LIBERTY PLATINUM S ADORAMA  
 60-6001-5-733000 MATL & SUPPLIES CONF & BIRTHDY ORIENTAL TRADING COMPANY  
 60-6001-5-733000 MATL & SUPPLIES CONF & BIRTHDY RED CROSS STORE  
 60-6001-5-734000 MATERIALS & SUPPLIES FITNESS ACE HARDWARE  
 60-6001-5-734000 MATERIALS & SUPPLIES FITNESS SAM'S CLUB DIRECT COMM.  
 60-6001-5-750000 REFUNDS VIDEO & SOUND SERVICE, I  
 60-6001-6-790000 PRECOR 835 ADAPTIVE MOTION TRAI MARTINEZ, RUBEN  
 60-6001-6-790000 PRECOR 835 TREADMILL 120V EXPER DIRECT FITNESS SOLUTIONS  
 60-6001-6-790000 FREIGHT PRODUCT INSTALLATION DIRECT FITNESS SOLUTIONS  
 60-6001-7-712000 MAINTENANCE BUILDING DIRECT FITNESS SOLUTIONS  
 60-6001-7-712000 MAINTENANCE BUILDING DIRECT FITNESS SOLUTIONS  
 60-6001-7-712000 MAINTENANCE BUILDING ECO CLEAN MAINTENANCE, I  
 60-6001-7-712000 MAINTENANCE BUILDING GREAT LAKES ELEVATOR SER  
 60-6001-7-712000 2016/17 MOWING & LANDSCAPING CO LECHNER & SONS  
 60-6001-7-714000 MOWING & LANDSCAPING BOHRMAN DESIGN GROUP INC 2016/17 MOWING & LANDSCAPING CONTRACT  
 60-6001-7-714000 MOWING & LANDSCAPING LANDSCAPE CONCEPTS MANAG MOWING AND LANDSCAPING 9/16

Total For Dept 6001 LSC-INDOOR SPORTS CENTER

45,069.45

Dept 6002 LSC-GOLF LEARNING CENTER  
 60-6002-3-716000 CONTRACTUAL-GOLF LESSONS  
 60-6002-4-708000 ELECTRICITY

CMAC GOLF INC GOLF CLINIC INSTRUCTION 8/16  
 DYNEGY ENERGY SERVICES SERVICE 9/16

1,190.50  
 1,004.95

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6002	LSC-GOLF LEARNING CENTER				
60-6002-5-706000	ANCHOR AUDIO LIBERTY PLATINUM S	ADORAMA	ANCHOR AUDIO LIBERTY PLATINUM SPEAKER	1,025.00	
60-6002-5-706000	MATERIALS AND SUPPLIES	RANGE AUTOMATION SYSTEMS	REPAIR PARTS / DRIVING RANGE	365.00	
60-6002-5-706000	MATERIALS AND SUPPLIES	RANGE AUTOMATION SYSTEMS	TEE-UP SENSORS	310.00	
60-6002-5-723000	OFFICE SUPPLIES	ACE HARDWARE	MISC HARDWARE & SUPPLIES	6.99	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	RANGE AUTOMATION SYSTEMS	CARD ENCODING	166.00	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	RANGE AUTOMATION SYSTEMS	CARD ENCODING	250.00	
60-6002-7-713000	2016/17 MOWING & LANDSCAPING CO	BUHRMAN DESIGN GROUP INC	2016/17 MOWING & LANDSCAPING CONTRACT	1,714.29	
60-6002-7-713000	MOWING & LANDSCAPING	LANDSCAPE CONCEPTS MANAG	MOWING AND LANDSCAPING 9/16	2,575.50	
		Total For Dept 6002	LSC-GOLF LEARNING CENTER	8,608.23	
Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER				
60-6003-0-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 9/16	818.60	
		Total For Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER	818.60	
Dept 6004	LSC-GENERAL				
60-6004-9-797000	PAYING AGENT FEES	BANK OF NEW YORK MELLON	PAYING AGENT FEE SERIES 2010C / LIBRE	802.50	
		Total For Dept 6004	LSC-GENERAL	802.50	
		Total For Fund 60	LIBERTYVILLE SPORTS COMP FUND	55,298.78	

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 01 GENERAL FUND	233,805.93	
			Fund 02 CONCORD SPECIA	1,364.30	
			Fund 03 EMERGENCY TELE	10,139.16	
			Fund 06 TIM/CREEK SPEC	860.20	
			Fund 08 GENERAL BOND &	1,928.00	
			Fund 09 TAX INCREMENT	1,373,235.93	
			Fund 13 HOTEL/MOTEL TA	14,970.02	
			Fund 14 COMMUTER PARKI	2,666.59	
			Fund 15 SALES TAX BOND	802.50	
			Fund 20 UTILITY FUND	468,227.46	
			Fund 30 VEHICLE MAINT/	38,153.59	
			Fund 31 TECHNOLOGY EQU	9,072.04	
			Fund 40 CAPITAL IMPROV	12,850.17	
			Fund 41 ROAD IMPROVEME	211,461.15	
			Fund 45 PARK IMPROVEME	354.25	
			Fund 46 PUBLIC BUILDIN	64,649.37	
			Fund 60 LIBERTYVILLE S	55,298.78	
Total For All Funds:				2,499,839.44	



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** **CONFIRM REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-18, Variation to Increase Lot Coverage)** – Matthew and Amanda Orenchuk, Applicants  
326 Grant Court

**Staff Recommendation to ZBA:** Approve variation for lot coverage.

**ZBA Recommendation:** To approve.

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

---

**Background:** At their meeting of September 12, 2016, the Zoning Board of Appeals heard a request from the owners of 326 Grant Court for a lot coverage variation in order to construct an addition to their existing 1,600 square foot home. Members of the Zoning Board of Appeals concurred with the request and noted that the proposed alterations will include a decrease in the lot coverage. The Zoning Board of Appeals expressed their appreciation for the proposed improvements that lessen the percentage of variation required. A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0.

Four positive votes are required for approval.

**REPORT OF THE ZONING BOARD OF APPEALS**

**REPORT ON:** ZBA 16-18, Matthew and Amanda Orenchuk

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

Pursuant to the **APPLICATION of MATTHEW AND AMANDA ORENCHUK**, being the **OWNERS** of real estate located at **326 GRANT COURT**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED LOT COVERAGE FROM 45% TO APPROXIMATELY 53.9% IN ORDER TO CONSTRUCT A HOUSE ADDITION FOR PROPERTY LOCATED IN AN R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 4-8.5**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **AUGUST 27, 2016**, and held on **SEPTEMBER 12, 2016**, at **7:00 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois. Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

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

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

***Background:***

The applicants, Matthew and Amanda Orenchuk, are requesting a variation to increase the maximum permitted lot coverage in order to construct a house addition for property located in an R-7, Single Family Attached Residential District located at 326 Grant Court.

The applicants are proposing to make updates to the existing 1,600 square foot residential structure that include an the additions of a mud room, new family room and additional second story floor area, a new roof, new siding, new driveway and a new patio. The existing impervious surface on the property is approximately 57%. The maximum allowed lot coverage for a single family lot in the R-7 Single Family Attached Residential District is 45%. Although the petitioners' proposed improvements include additional floor area for living space, they are decreasing the lot coverage by redesigning the configuration of their driveway. The scope of work provides for a reduction of lot coverage from the existing 57% to approximately 53.9%. However, a variation to increase the maximum allowed lot coverage is still required due to the proposed new construction keeping the lot coverage above the 45% limit.

## Report of the Zoning Board of Appeals, ZBA 16-18

The Zoning Board of Appeals recognizes that the petitioner is reducing the existing lot coverage as part of the improvements and that the lot is substandard in area and width in comparison to what the Code requires today for a newly platted lot in the R-7 District. The Zoning Board of Appeals supports the variation to reduce the maximum permitted lot coverage from 45% to approximately 53.9% in order to construct a house addition for the property located at 326 Grant Court.

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

- a. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
- b. Unique Physical Condition. The property is an existing single-family residential structure on an interior lot. The structure was utilized at some point as a two-family dwelling, then converted to a single-family structure. The structures on the lot are standard in size for a single-family structure. There is no opportunity to increase lot size. Reduction of impervious surfaces on the property would create awkward situations with the existing structures on the site, potentially decreasing the value of the property. The proposal is not to increase any existing impervious surface. A reduction in impervious surface is proposed as part of the future improvements.
- c. Not Self-Created. The need for a variation for lot coverage in the R-7 District was not self-created. The situation of exceeding lot coverage has existed for decades and was not the result of the actions of the property owners or a proposed improvement.
- d. Denied Substantial Rights. Carrying out the strict letter of the provision would deprive the owners the ability to make improvements to the property in a neighborhood where substantial improvements to adjacent properties have been made and are in progress. The existing impervious surfaces are common for the type of structure (two-car garage, small patio, stoops in and out of the house, driveway, sidewalk, and house), and in many cases are expected for a single-family home.
- e. Not Merely Special Privilege. The variation of lot coverage is not based on special privilege that would not be applicable to other lots or other people. The requested variation is not due to the desire to increase profitability of the property. The request is based on enjoyment of the property and the desire to maintain and improve the property and keep the structure relevant for today's standard of living. The house, as it exists, becomes obsolete quickly as family's grow and move out of the house. The restrictions for modifications to the home without a variance became cumbersome for past occupants leaving the home in need of much maintenance and updating.

**Report of the Zoning Board of Appeals, ZBA 16-18**

- f. Code and Plan Purposes. The property is located in downtown Libertyville. Lots in the area have older housing stock and a denser built-form. Tear downs have been experienced in the area, as well as significant renovations to existing structures. The property owners are interested in maintaining the property and enhancing the curb appeal. Houses on either side and across the street are newer homes or homes that have had improvements in some form. Inability to make improvements would impact the surrounding properties owners, particularly the neighbor to the east that has a driveway that adjoins the property owners' driveway.
  
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
  - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
  - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - 4) Would unduly increase the danger of flood or fire; or
  - 5) Would unduly tax public utilities and facilities in the area; or
  - 6) Would endanger the public health or safety.
  
- h. No Other Remedy. The petitioners see no other remedy than the requested variation to make improvements to the property. Without the variation there is the loss of reasonable use and enjoyment of the property. There are no other options in making improvements or maintaining the entryways to the primary structure or the existing impervious surfaces.

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO A VARIATION TO INCREASE THE MAXIMUM PERMITTED LOT COVERAGE FROM 45% TO APPROXIMATELY 53.9% IN ORDER TO CONSTRUCT A HOUSE ADDITION FOR PROPERTY LOCATED IN AN R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT.**

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

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

**NAYS:** NONE

**ABSENT:** SCHULTZ

**Report of the Zoning Board of Appeals, ZBA 16-18**

Respectfully Submitted, September 21, 2016.

---

Chair, Zoning Board of Appeals

---

Secretary, Zoning Board of Appeals

**Report of the Zoning Board of Appeals, ZBA 16-18**

**EXHIBIT A**

Legal Description of the Property

The South 1/2 of the East 1/2 of Lot 6 in the Addition to Block 6 in Wright's First Addition to the Village of Libertyville, Being a Subdivision of Part of Lot 14 of School Trustee's 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 Number 28217, in Book "A" of Plats, Page 48, in Lake County, Illinois.

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

**Draft September 12, 2016, Zoning Board of Appeals Meeting Minutes**

**ZBA 16-18 Matthew and Amanda Orenchuk, Applicants  
326 Grant Court**

**Request is for a variation to increase the maximum permitted lot coverage from 45% to approximately 53.9% in order to construct a house addition for property located in an R-7, Single Family Attached Residential District.**

Mr. John Spoden, Director of Community Development, introduced the variation request. He stated that the applicants, Matthew and Amanda Orenchuk, are requesting a variation to increase the maximum permitted lot coverage in order to construct a house addition for property located in an R-7, Single Family Attached Residential District located at 326 Grant Court.

Mr. Orenchuk stated that they are proposing to make updates to their existing 1,600 square foot residential structure that includes the addition of a mud room, new family room, and additional second story floor area, a new roof, new siding, new driveway and a new patio. He stated that the existing impervious surface on the property is approximately 57%. He stated that they are decreasing the lot coverage by redesigning the configuration of their driveway.

Chairman Cotey asked the petitioner what they would like for the Zoning Board of Appeals to do tonight. Mr. Orenchuk stated that he would like for the Zoning Board of Appeals to render a positive recommendation to the Village Board of Trustees.

*In the matter of ZBA 16-18, Board Member Semmelman moved, seconded by Board Member Oakley, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted lot coverage from 45% to approximately 53.9% in order to construct a house addition for property located in an R-7, Single Family Attached Residential District, in accordance with the plans submitted.*

*Motion carried 6 - 0.*

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Confirm Ordinance No. 16-O-95 Granting a Variation of Lot Coverage (ZBA 16-18) at 326 Grant Court – Matthew and Amanda Orenchuk, Applicants

**Staff Recommendation:** Approve ordinance.

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

---

**Background:** The attached ordinance would grant a variation of lot coverage for an addition at 326 Grant Court. In order to expedite the review process, the applicants have requested that if the Village Board approves this request, that the ordinance be adopted at their September 27, 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 LOT COVERAGE  
AT 326 GRANT COURT

---

---

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 LOT COVERAGE  
AT 326 GRANT COURT

WHEREAS, Matthew and Amanda Orenchuk (the “Owners”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to increase the maximum permitted lot coverage from 45% to approximately 53.9% in order to construct a house addition for property located in an R-7, Single Family Attached Residential District, in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, on August 15, 2016, the Development Review Committee reviewed and recommended approval of the requested variation; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on August 27, 2016, in the *Daily Herald*, held a public hearing on September 12, 2016, at 7:00 p.m., at 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variation; and

WHEREAS, on September 12, 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 16-18, dated as of September 21, 2016; and

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

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

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

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

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. The property is an existing single-family residential structure on an interior lot. The structure was utilized at some point as a two-family dwelling, then converted to a single-family structure. The structures on the lot are standard in size for a single-family structure. There is no opportunity to increase lot size. Reduction of impervious surfaces on the property would create awkward situations with the existing structures on the site, potentially decreasing the value of the property. The proposal is not to increase any existing impervious surface. A reduction in impervious surface is proposed as part of the future improvements.
3. Not Self-Created. The need for a variation for lot coverage in the R-7 District was not self-created. The situation of exceeding lot coverage has existed for decades and was not the result of the actions of the property owners or a proposed improvement.
4. Denied Substantial Rights. Carrying out the strict letter of the provision would deprive the owners the ability to make improvements to the property in a neighborhood where substantial improvements to adjacent properties have been made and are in progress. The existing impervious surfaces are common for the type of structure (two-car garage, small patio, stoops in and out of the house, driveway, sidewalk, and house), and in many cases are expected for a single-family home.

5. Not Merely Special Privilege. The variation of lot coverage is not based on special privilege that would not be applicable to other lots or other people. The requested variation is not due to the desire to increase profitability of the property. The request is based on enjoyment of the property and the desire to maintain and improve the property and keep the structure relevant for today's standard of living. The house, as it exists, becomes obsolete quickly as family's grow and move out of the house. The restrictions for modifications to the home without a variance became cumbersome for past occupants leaving the home in need of much maintenance and updating.
  
6. Code and Plan Purposes. The property is located in downtown Libertyville. Lots in the area have older housing stock and a denser built-form. Tear downs have been experienced in the area, as well as significant renovations to existing structures. The property owners are interested in maintaining the property and enhancing the curb appeal. Houses on either side and across the street are newer homes or homes that have had improvements in some form. Inability to make improvements would impact the surrounding properties owners, particularly the neighbor to the east that has a driveway that adjoins the property owners' driveway.
  
7. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
  - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
  - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - 4) Would unduly increase the danger of flood or fire; or
  - 5) Would unduly tax public utilities and facilities in the area; or
  - 6) Would endanger the public health or safety.
  
8. No Other Remedy. The petitioners see no other remedy than the requested variation to make improvements to the property. Without the variation there is the loss of reasonable use and enjoyment of the property. There are no other options in making improvements or maintaining the entryways to the primary structure or the existing impervious surfaces.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Section 16-8 of the Libertyville Zoning Code, does hereby grant to the Owners a variation to increase the maximum permitted lot coverage from 45% to approximately 53.9% in order to construct a house addition for property located in an R-7, Single Family Attached

Residential District; provided, however, that this variation shall be, and hereby is, expressly made subject to the conditions and limitations set forth in Section Four below.

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

- (a) The addition 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 16-18.
- (b) All construction shall be in strict conformity with all ordinances, rules and regulations of the Village and the requirements of the Village thereunder.

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

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

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

AYES:

NAYS:

ABSENT:

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

---

Terry L. Wepler, Village President

ATTEST:

---

Sally Kowal, Village Clerk

**EXHIBIT A**

Legal Description of the Property

The South 1/2 of the East 1/2 of Lot 6 in the Addition to Block 6 in Wright's First Addition to the Village of Libertyville, Being a Subdivision of Part of Lot 14 of School Trustee's 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 Number 28217, in Book "A" of Plats, Page 48, in Lake County, Illinois.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Resolution for Change Order No. 1 for the WWTP Digester Building Protective Coating Project

**Staff Recommendation:** Adopt Resolution

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

---

**Background:** The contract for the Wastewater Treatment Plant (WWTP) Digester Building Protective Coating Project was awarded to Spectrum Contracting Corporation in the amount of \$43,550.00 at the August 23, 2016 Board meeting.

The project is now underway and the contractor's Field Engineer indicated that the protective coating would fade and loose durability when exposed to the sun. The proposed corrective action is to add an ultra-violet inhibitor to the polyurea coating prior to application to the concrete tank wall of the Digester Building. This additional work, which was inadvertently not included in the bidding specifications, will necessitate a Change Order to the contract in the amount of \$3,500.00.

The proposed adjusted contract price will be \$47,050.00, which includes Change Order No. 1. Sufficient funds are available in the Water and Sewer Capital Improvements Fund/WWTP Improvements for the proposed Change Order No. 1 work. The additional work was time sensitive and was authorized to proceed without formal Board approval in order to avoid additional costs to the project and avoid delays in completion.

Administrative staff recommends the adoption of the attached Resolution for Change Order No. 1 in the net additional amount of \$3,500.00. 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  
SPECTRUM CONTRACTING CORPORATION

WHEREAS, the Village of Libertyville entered into a certain contract with Spectrum Contracting Corporation for Wastewater Treatment Plant Digester Protective Coating Project which was approved by the President and Village Board of Trustees on August 23, 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 A for a net increase of \$3,500.00 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: 10/11/16  
Agreement Date: 08/23/16

Name of Project: Wastewater Treatment Plant Digester Protective Coating Project  
Owner: Village of Libertyville  
Contractor: Spectrum Contracting Corporation

Justification: Additional cost to provide an aliphatic polyurea coating in lieu of the specified polyurea coating. The aliphatic polyurea will be color fast and will not fade caused by ultra violet light.

Change of Contract Price

Original Contract Price:	\$43,550.00
Current Contract Price adjusted by Previous Change Orders:	\$43,550.00
The Contract Price due to this Change Order will be increased by:	\$ 3,500.00
The New Contract Price including this Change Order will be:	\$47,050.00

Approval Required:

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

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees



RHMG ENGINEERS, INC.

www.rhmg.com

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

847 South Randall Road  
Unit 183, Elgin, IL 60123

September 28, 2016

Mr. Steve Vella  
WWTP Superintendent  
Village of Libertyville  
200 East Cook Street  
Libertyville, IL 60048

Re: Libertyville WWTP Digester Protective Coating  
Change Order No. 1 – Protective UV Coating  
Spectrum Contracting Corporation  
RHMG Project No. 21614050B

Dear Mr. Vella:

Attached is Spectrum Contracting Corporation's Change Order No. 1, dated September 22, 2016, for the amount of \$3,500.00. This change order work is desired to provide a protective UV coating of an aliphatic polyurea coating to prevent color fade. The polyurea coating (Versa Flex FSS 45DC-F) specification utilized in the bidding documents, as provided by the contractor's sales engineer, did not include the aliphatic component which provides the color stability to prevent color fade. The specified polyurea coating is UV stable and its durability is uncompromised however, color fade would occur especially on the southern exposure of the tank. This oversight was identified by the contractor's application engineer at an on-site meeting held on September 19<sup>th</sup>.

The coating contractor has realized that there was some miscommunication regarding the possible color fade of the polyurea coating presented during the preparation of the project specifications and is offering a significant discount to provide the aliphatic polyurea coating (Versa Flex FSS VF 42D ) to the Village to achieve a quality color stable coating for the digester tank.

We concur with the approach and cost proposed by Spectrum to provide the aliphatic polyurea coating Versa Flex FSS VF 42D. **Thus, we recommend approval of Change Order No. 1 for the Not-To-Exceed amount of \$3,500.00.**

If you have any questions, please do not hesitate to contact me at our Mundelein office.

Sincerely yours,

RHMG ENGINEERS, INC.



Steven E. Zamaites, P.E.  
Project Engineer

Attachment

**REQUEST FOR AUTHORIZATION OF CHANGES  
CHANGE ORDER NO. 1**

Project Name: Libertyville WWTP Digester Protective Coating

To: <u>Village of Libertyville</u>	Project No: <u>RHMG 21614050B</u>
<u>200 East Cook Avenue</u>	City: <u>Libertyville</u>
<u>Libertyville, IL 60048</u>	County: <u>Lake</u>

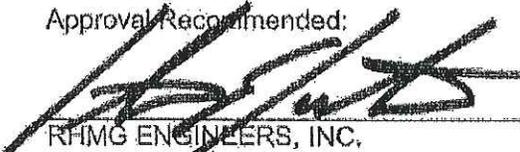
Contractor: <u>Spectrum Contracting Corporation</u>	State: <u>Illinois</u>
<u>815 Beech Street</u>	Date: <u>09-22-2016</u>
<u>Grafton, WI 53024</u>	

The following change from the Plans in the construction of the above designated project is recommended:

	ADDITIONS	DEDUCTIONS
1.1. Provide an aliphatic polyurea coating (Versa Flex FSS VF 42D) in lieu of the specified polyurea coating (Versa Flex FSS 45DC-F). The Versa Flex FSS VF 42D coating will be color stable and will not fade. See attached product data sheet for the Versa Flex FSS VF 42D coating.	\$3,500.00	

Amount of this Order:	\$ <u>3,500.00</u>
Amount of Previous Order:	\$ <u>-</u>
Original Contract Amount:	\$ <u>43,550.00</u>
Original Contract Amount and Orders:	\$ <u>47,050.00</u>

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Approval Recommended:  
  
RHMG ENGINEERS, INC.

Date: 9/28/2016

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Representative

Accepted By: \_\_\_\_\_ Date: 9/28/16

  
Contractor



VersaFlex Incorporated  
 686 S. Adams Street  
 Kansas City, KS 66105  
 913-321-9000  
 913-321-1490 (Fax)

## Product Data Sheet

### **FSS VF 42D™** Aliphatic Spray

**Product Description-** *VersaFlex FSS VF 42D* is a 100% solids, flexible, two component color stable elastomer spray applied coating material. **VF FSS 42D** is autocatalytic, containing no solvents, hardeners, or diluents. **VF FSS 42D** is used by itself or in combination with other materials to produce coatings and liners on concrete or metal substrates. Its composition makes it suitable for applications requiring color stability. **VF FSS 42D** produces an extremely tough film at thicknesses of 15 – 60 mils. **VF FSS 42D** may be applied in all positions to any properly prepared substrate.

**Uses-** *VersaFlex VF FSS 42D* is a superior coating material designed specifically for industrial and commercial applications receiving constant or intermittent exposure to ultraviolet light. **VF FSS 42D** is flexible, accommodating movement of the substrate, yet strong enough to remain intact under all conditions except major structural dislocations. With or without reinforcements, **VF FSS 42D** may be used in transitional areas with confidence. **VF FSS 42D** may be used in interior or exterior applications, however does not retain gloss.

**Ideal for Applications in:**

- Any interior or exterior use requiring color stability
- Industrial facilities
- Walkways & balconies
- Manufacturing facilities
- Food processing facilities
- Bottling & canning facilities

**Advantages:**

- 100% solids, No VOC's
- USDA approved for incidental food contact
- Installation temperatures -30°F to 160°F
- Exposure temperatures -40°F to 160°F

**Physical Properties-**

<u>Property</u>	<u>Test Method</u>	<u>Typical Value</u>
VOC	Theoretical	0%
Solids Content	Theoretical	100%
Gel Time	ASTM D1640	<1 minute
Tack Free	ASTM D1640	~2 minutes
Initial Cure	ASTM D1640	48 Hours
Tensile Strength (psi)	ASTM D638	1500 – 2000
Tensile Elongation (%)	ASTM D638	225 – 500
Elastic Modulus (psi)	ASTM D638	700 – 1500
Tear Strength (lb/in)	ASTM D624	375 – 425
Shore (D) Hardness	ASTM D2240	40 – 44
Taber abrasion, mg wt loss (1000 g, 1000 revs, H-18)	ASTM D4060	150 – 300
The value ranges stated in this Technical Data Sheet are based on system processing under laboratory conditions. Equipment configurations and/or field application conditions may produce variances in final system values.		

**Coverage Rates-** Theoretical square feet per gallon

\*Note: 1604 mil inches per gallon. Totally dependent on substrate texture and condition.

Mils	10	15	50	60
Sq. Ft.	160	107	32	27

**Packaging-**

- One Hundred Ten Gallon Kit: 55 gallons of 'A' side and 55 gallons of 'B' side. Drum containers filled by weight, volume is closely approximated.

**Mixing- VF FSS 42D** must be spray applied using approved equipment. Use 1:1 ratio pump, with appropriate material heaters, as required for individual application. For information contact **VersaFlex**.

**Colors-** Consult ColorFlex 5000 Series chart at [versaflex.com](http://versaflex.com).

**Preparation & Installation-**

- Priming is not required when overcoating aromatic polyurea. Overcoat within 4 hours of original application.
- Concrete substrates should be clean, sound, and dry. Prime concrete with VF 20 Primer.
- Metal substrates should have a 3 – 5 mil blast profile (SSPC SP 10) and may be primed with PW-1 applied at 500 square feet per gallon if required.
- For standard polyurea high pressure plural component spray applications, install at recommended hose/material application temperatures from 150°F to 160°F, with pressures between 2000 – 2500 psi.
- Review the Material Processing & Handling Information for preparation and application procedures. Substrate priming is not required on all metals, consult **VersaFlex** for recommendations. Also, consult the **VersaFlex** Spray Gun Configuration Recommendation PDF for specific modules and tips.

**Clean Up-** Cured product may be disposed of without restriction. Excess liquid 'A' & 'B' material should be mixed together and allowed to cure, then disposed of in the normal manner. Product containers that are "drip free" may be disposed of according to local, state and federal laws.

**Safety-** Review SDS at [VersaFlex.com](http://VersaFlex.com)

Basic safety for personal protection is:

- Long sleeve overalls or disposable Tyvex overalls
- Rubber gloves
- Splash shield or safety glasses with splash guards
- Rubber or leather boots
- Respirator
- Do not use near high heat or open flame
- Do not take internally
- Keep out of reach of children

**Shelf Life-** One year from date of shipment, in original, unopened factory containers, under normal storage conditions of 60°F to 95°F (18°-35°C).

**Technical Services-** Sales and Customer Support 913-321-9000

**VersaFlex Product Manufacturer's Warranty-**

During a period of one-year from date of shipping, VersaFlex Incorporated will refund the price of or replace, at its election, product it finds to be defectively manufactured, provided the product has been stored and used properly. Except as expressly stated herein, the company makes no warranty of merchantability and no warranty of fitness for any particular purpose, nor does it make any warranty, expressed or implied, of any nature whatsoever with respect to the product or its use. In no event shall the company be liable for delay caused by defects, for loss of use, for indirect, special or consequential damages, or for any charges or expenses of any nature incurred without its written consent.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Request for Permit and Application Fee Waiver for Libertyville School District 70

**Staff Recommendation:** Waive Permit and Application Fees.

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

---

**Background:** Libertyville School District 70 is proposing to construct an addition to Rockland School and has applied for a Planned Development through the Plan Commission. The District has agreed to reimburse the Village for any direct costs, but is requesting permit and application fee waivers. The fee waiver would include Special Use and Planned Development application fees of \$3,850.00 and Appearance Review Commission fees of \$200.00. Administrative Staff supports the fee waiver, subject to reimbursement of direct costs.

Four positive votes are required for approval.



## Libertyville School District #70

Dr. Kurt Valentin, Assistant Superintendent Finance

1381 West Lake Street

Libertyville, IL 60048-1799

(P) 847-362-9030

(F) 847-362-3003

(E) kvalentin@d70schools.org

September 9, 2016

Mr. Kevin Bowen's, Village Administrator  
Village of Libertyville  
118 West Cook Avenue  
Libertyville, IL 60048

RE: Rockland School Addition

Dear Kevin,

The District is requesting that the Village waive any fees associated with the Village Review by various departments for the Rockland School Addition. The District will be going before the review committee on October 17, 2016.

The District understands that there are some fees associated with outside agencies and contracted professional services that the Village will incur and will need to pass the fee on to the District.

Please feel free to contact me with any questions.

Sincerely,

Kurt Valentin  
Assistant Superintendent Finance/Operations

Cc: Peter Graves, Graves Design Group  
File



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Request Use of Village Property – LHS Caring for Cambodia

**Staff Recommendation:** Approve Request

**Staff Contact:** Kevin J Bowens, Village administrator  
Clint Herdegen, Police Chief

---

**Background:** Attached is a request from the Libertyville High School Caring for Cambodia Club to utilize portions of the Butler Lake walking path and Lake Street sidewalk for a Fundraising Run on Sunday, November 20, 2016 from 9:00 a.m. to 11:00 a.m. The purpose of the Run is to raise money for a Cambodia service project. The event can be handled by normal Police Department staffing, and therefore no hire back will be required. The Administrative Staff recommends that the Village Board approve the request by the Libertyville High School Student Council to conduct a Run on portions of Village property on Sunday, November 20, 2016 from 9:00 a.m. to 11:00 a.m. Four positive votes are required for approval.

**Kevin Bowens**

36

**From:** Kevin Bowens  
**Sent:** Friday, September 30, 2016 8:16 AM  
**To:** 'Tiffany Owens'  
**Subject:** RE: Request village permission for a 1 mile race

Thanks Tiffany – I will place your request on the October 11<sup>th</sup> Village Board meeting agenda for approval. Kevin

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

**From:** Tiffany Owens [mailto:tiffany.owens@d128.org]  
**Sent:** Monday, September 26, 2016 10:37 AM  
**To:** Kevin Bowens  
**Cc:** Tiffany Owens  
**Subject:** Request village permission for a 1 mile race

Dear Mr. Bowens,

I am the club sponsor for LHS's Caring for Cambodia Club. We would like to host a lake run on Sunday, November 20. It would follow the same course as last year's Ugly Sweater Run (held December 13, 2015) as well as the previous two LHS Color Runs. The run would begin and end at Libertyville High School and would follow the Butler Lake sidewalk which goes around the lake, along Lake Avenue, to Paradise Lane, and then the sidewalk of the lake. There would be no streets blocked off. No police was required last year. All proceeds will go to fund the service project to Cambodia this summer.

The time of the race is 9-11 am.

If you have any further questions please do not hesitate to email me or give me a call at 847-962-9065.

Sincerely,

--  
Tiffany Owens

Libertyville High School  
National Board Certified Science Teacher



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Ordinance Amending Ordinance No. 16-O-44 Approving a Planned Development Final Plan for 760 E. Park Avenue

**Staff Recommendation:** Approve Ordinance.

**Staff Contact:** John P. Spoden, Director of Community Development  
David F. Pardys, Village Attorney

**Background:** On June 14, 2016, the Village Board adopted Ordinance No. 16-O-44 approving a Planned Development Final Plan for the property located at 760 E. Park Avenue. The final plan was approved in order to allow the resubdivision of Lots 6 and 7 of the Park Avenue Corporate Center to create a reconfigured Lots 6 and 7 and to create a new Lot 11. The plan was submitted by Robert Colosi of Colosi Management, LLC the contract purchaser of the proposed newly created Lot 6 and was authorized by the owner of the property, LSC Development of Libertyville, LLC. Mr. Colosi intends to develop Lot 6 in order to relocate his car wash and detail business to the Park Avenue Corporate Center.

The ordinance approving the Planned Development Final Plan included a condition that a completion certificate shall be issued for the Park Avenue Corporate Center parking lot prior to an occupancy permit of any kind being issued for the car wash proposed by Mr. Colosi. The parking lot will be located to the north of the proposed Lot 6 and will remain under the ownership and control of the current owner, LSC Development. LSC Development is responsible for construction of the planned parking lot.

Since the approval of Ordinance No. 16-O-44, Colosi Management has been advised by its lender that it will not finance the acquisition of the proposed Lot 6 if the issuance of an occupancy permit is dependent upon the construction of the parking lot by LSC Development, as this is a condition which is outside of the control of Colosi.

Colosi and LSC Development have requested that Ordinance No. 16-O-44 be amended to strike the condition relating to the completion of the parking lot. Staff recommends approval of this request upon the condition that Colosi closes on the purchase of proposed Lot 6, and that Colosi and LSC enter into a Development Agreement with the Village which requires that that LSC deposit a letter of credit with the Village in order to ensure the completion of the parking lot.

Staff recommends that the Village Board approve the proposed amendment to Ordinance No. 16-O-44, subject to these conditions. A majority of the corporate authorities is required for approval of the attached ordinance. Accordingly, four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

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

AN ORDINANCE AMENDING ORDINANCE NO. 16-O-44  
GRANTING A PLANNED DEVELOPMENT CONCEPT AND FINAL PLAN  
AT 760 E. 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 AMENDING ORDINANCE NO. 16-O-44  
GRANTING A PLANNED DEVELOPMENT CONCEPT AND FINAL PLAN  
AT 760 E. PARK AVENUE

WHEREAS, on June 14, 2016 the Village Board approved Ordinance No. 16-O-44 ( the “Ordinance”) approving a Concept and Final Plan for the property located at 760 E. Park Avenue and legally described in Exhibit A (the “Subject Property”) and

WHEREAS, Colosi Management, LLC (“Colosi”) proposed the Concept and Final Plan in conjunction with the Owner of the Subject Property, LSC Development of Libertyville, LLC (“LSC”) in order to allow the resubdivision of Lots 6 and 7 of the Park Avenue Corporate Center and create a new Lot 6 and 7 and a new Lot 11; and

WHEREAS, Colosi is the Contract Purchaser of the proposed Lot 6 and intends to develop a car wash upon Lot 6; and

WHEREAS, Section Three of the ordinance contained a number of conditions, including the Condition No. 1 which provided as follows:

1. That a Completion Certificate shall be issued for the Park Avenue Corporate Center (Life Storage) parking lot prior to an Occupancy Permit of any kind be issued for the car wash. This shall be a condition of approval.

WHEREAS, the lender for Colosi has indicated that it will not finance the transaction if the aforementioned condition remains, as the completion of the parking lot is dependent upon the actions of LSC and therefore outside of the control of Colosi; and

WHEREAS, the President and Village Board have determined that it would be in the best interests of the Village to delete Condition No. 1 of Section Three of the Ordinance upon certain conditions, as expressed herein.

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: Approval and Conditions. Ordinance No. 16-O-44 is hereby amended by deleting Condition No. 1 in Section Three of the ordinance, subject to the following conditions:

1. That Colosi Management, LLC close upon the purchase and acquisition of proposed Lot 6 in the Park Avenue Corporate Center.
2. That Colosi and LSC execute a Development Agreement with the Village for the Subject Property which mandates that LSC complete the parking lot and that LSC provide the Village with a Letter of Credit to ensure completion of the parking lot.
3. That if either Colosi does not close on the acquisition of the proposed Lot 6 or if Colosi, LSC, and the Village fail to enter into the aforesaid Development Agreement and provide the required Letter of Credit prior to commencement of construction upon proposed Lot 6, Condition No. 1 of Section Three shall be deemed to be reinstated and will again be in full force and effect.

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

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

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

AYES:

NAYS:

ABSENT:

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

---

Terry L. Wepler, Village President

ATTEST:

---

Sally Kowal, Village Clerk

**EXHIBIT A**

Legal Description of the Property

Parcel 1:

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

Parcel 2:

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



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Resolution Approving a Development Agreement Relating to the Development of Lots 6, 7, and 11 of the Proposed Resubdivision of the Park Avenue Corporate Center

**Staff Recommendation:** Approve Resolution.

**Staff Contact:** John P. Spoden, Director of Community Development  
David F. Pardys, Village Attorney

---

**Background:** On June 14, 2016, the Village Board adopted Ordinance No. 16-O-44 approving a Planned Development Final Plan for the property located at 760 E. Park Avenue. The final plan was approved in order to allow the resubdivision of Lots 6 and 7 of the Park Avenue Corporate Center to create a reconfigured Lots 6 and 7 and to create a new Lot 11. The plan was submitted by Robert Colosi of Colosi Management, LLC the contract purchaser of the proposed newly created Lot 6 and was authorized by the owner of the property, LSC Development of Libertyville, LLC. Mr. Colosi intends to construct Auto Expo car wash at this location.

The attached resolution approves a Development Agreement to be entered into between Colosi, the Village and LSC which will require the owner and contract purchaser to develop the property in accordance with the approved plans and to construct certain public improvements which will be dedicated to the Village. The agreement also requires that LSC complete the Life Storage parking lot and post a Letter of Credit with the Village to ensure that the parking lot is completed.

Staff recommends approval of the Development Agreement. A majority of the corporate authorities is required for approval of the attached ordinance. Accordingly, four positive votes are required for approval.

RESOLUTION NO. 16-R-\_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT  
FOR THE DEVELOPMENT OF LOTS 6, 7, AND 11  
OF THE PROPOSED RESUBDIVISION  
OF THE PARK AVENUE CORPORATE CENTER

WHEREAS, Colosi Management, LLC (the “Contract Purchaser”), pursuant to an agreement entered into between LSC Development of Libertyville, LLC (the “Owner”) and the Contract Purchaser for the purchase of proposed Lot 6 in the resubdivision of the Park Avenue Corporate Center, commonly known as 760 E. Park Avenue (the “Subject Property”). The property which is the subject of the resubdivision is legally described as Exhibit A; and

WHEREAS, the Subject Property is zoned in an I-3, General Industrial District, under the Libertyville Zoning Code; and

WHEREAS, the Subject Property is to be developed with an car wash/auto detailing business; and

WHEREAS, the Contract Purchaser and the Owner have requested the approval of a Final Plat of Resubdivision and the issuance of building permits in connection thereto; and

WHEREAS, prior to the issuance of such permits and pursuant to the provisions of the Village of Libertyville Subdivision Code and Zoning Code, the Village, the Contract Purchaser, and the Owner desire to establish, by agreement, terms for the development of the Subject Property; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have found and determined that it is in the best interests of the Village that a Development Agreement with the Owner and the Contract Purchaser be approved and the execution and attestation of such agreement be authorized.

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

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

SECTION TWO: Development Agreement. A Development Agreement by and between the Village, the Contract Purchaser, and the Owner shall be, and the same hereby is, approved in a form substantially the same as is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B (the "Development Agreement").

SECTION THREE: Execution and Attestation of Development Agreement. The Village President and the Village Clerk shall be, and they hereby are, authorized and directed to execute and attest, respectively, the Development Agreement on behalf of the Village; provided, however, that they shall neither execute nor attest the Development Agreement on behalf of the Village unless and until:

- (i) The Contract Purchaser and the Owner shall have duly authorized and executed the Development Agreement; and
- (ii) The Contract Purchaser and/or the Owner shall have paid all amounts due to the Village pursuant to the Development Agreement.

SECTION FOUR: Recording. This Development Agreement shall be recorded with the Lake County Recorder of Deeds. Such recording shall take place prior to the recording of: 1) the resolution approving the Final Plat of Resubdivision for the Subject Property; and 2) such recording shall be at the Contract Purchaser's and/or the Owner's sole cost and expense.

SECTION FIVE: Effective Date. This resolution shall be in full force and effect from and after its passage and approval by the Corporate Authorities then holding office; provided, however,

that this resolution shall be of no force or effect unless and until the conditions precedent to execution and attestation of the Development Agreement set forth in Section Three above have been satisfied.

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 6 and 7 in Park Avenue Corporate Center, Being a Subdivision of Part of the Southwest Quarter of Section 15 and the Northwest Quarter of Section 22, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded June 22, 2010 as Document Number 6614849, in Lake County, Illinois.

**EXHIBIT B**

Development Agreement

**VILLAGE OF LIBERTYVILLE**

**AN AGREEMENT RELATING TO THE DEVELOPMENT OF LOTS 6, 7 AND 11 OF  
THE PROPOSED RESUBDIVISION OF THE PARK AVENUE CORPORATE CENTER**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the VILLAGE OF LIBERTYVILLE, an Illinois municipal corporation (the "Village") and LSC Development of Libertyville, LLC, an Illinois Limited Liability Corporation (the "Current Owner") and Colosi Management LLC("Contract Purchaser")

**WITNESSETH:**

WHEREAS, the Current Owner owns Lots 6 and 7 in the Park Avenue Corporate Center Subdivision, in the Village of Libertyville and more fully described in Exhibit A attached hereto (the "Subject Property"); and

WHEREAS, the word "Owner" as used in this Agreement is defined in Section 21 following; and

WHEREAS, the Subject Property is located within the I-3 Zoning District; and

WHEREAS, the Current Owner and Contract Purchaser have submitted a Final Plat of Resubdivision for the Subject Property, prepared by Compass Surveying Ltd., dated February 5, 2015, with final revision date of 9/7/2016, a true and correct copy of which is attached hereto and made a part hereof as Exhibit B (hereinafter "the Plat of Resubdivision"); and

WHEREAS, said Plat of Resubdivision resubdivides the Subject Property to create new lots which shall will be identified as Lots 6, 7, and 11; and

WHEREAS, the Contract Purchaser intends to acquire title to Lot 6 as identified in the Plat of Resubdivision (hereinafter, "Lot 6") and the Current Owner will retain ownership of the remainder of the Subject Property included in the Plat of Resubdivision ("Remainder Property"); and

WHEREAS, the Contract Purchaser, with the consent of the Current Owner, has filed with the Village final engineering plans and specifications prepared by Advantage Consulting Engineers and bearing a final date of 9/7/2016 for public and private improvements necessary to serve Lot 6 and, in part, the Remainder Property, which plans and specifications have been approved by the Village Engineer, have been initialed and dated as of 10/5/2016, for identification by the Current Owner, Contract Purchaser and the Village Engineer, have been filed with the Village Clerk, and shall be incorporated herein (the “Approved Engineering Plans”); and

WHEREAS, the Contract Purchaser submitted to the Village Engineer an estimate of the cost of the construction of the public improvements necessary to service Lot 6 of the Subject Property, which cost estimate has been approved by the Village Engineer and is attached hereto as Exhibit D (the “Approved Cost Estimate”); and

WHEREAS, the Contract Purchaser has entered into contracts or will enter into contracts for the construction of the above public improvements necessary to serve the Subject Property including Lot 6 and the Remainder Property; and

WHEREAS, prior to the approval of the Subject Property, the Village, the Current Owner and the Contract Purchaser desire to establish by this Agreement the terms of the development of the Subject Property, including among other matters the installation of the required public improvements; and

WHEREAS, the Village and the Current Owner and the Contract Purchaser desire that the Property be developed and used only in substantial compliance with this Agreement and in compliance with all applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules and regulations (the “Requirements of Laws”);

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated and into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Village, the Contract Purchaser and the Current Owner hereby agree as follows:

Section 1. Approval of Resolution: Recording. The Village shall adopt a Resolution approving the Plat of Resubdivision of the Subject Property (“the Resolution”). Immediately following execution of this Agreement by the Current Owner and the Contract Purchaser, approval of this Agreement by the President and Board of Trustees of the Village of Libertyville; and payments by the Current Owner or Contract Purchaser, as applicable, of the amounts due to the Village as a condition precedent to the execution of this Agreement by the Village President, pursuant to Section 7 of this Agreement, the Village agrees to attach all required Village signatures and certifications, if any, to be affixed to the Plat of Resubdivision, provided, however, that no such signatures and certifications shall be affixed by the Village until the Contract Purchaser (or the Current Owner, as applicable) shall have (1) obtained all other required approvals, sworn statements, signatures and certifications on such plat, (2) Performance and Payment Letter of Credit required of the Current Owner pursuant to Subsection 4A of this Agreement, and (4) the Current Owner has deposited with the Village Clerk a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording the Plat of Resubdivision, this Agreement and required pursuant to Section 5 of this Agreement. After final approval, the Village shall promptly cause the Plat of Resubdivision of the Subject Property and this Agreement to be properly recorded with the Lake County Recorder of Deeds.

Section 2. Property Standards. The Subject Property, except for minor alterations, approved by the Village Engineer due to field conditions, shall be developed pursuant to and in substantial accordance with the following:

1. This Agreement; and
2. The Plat of Resubdivision; and
3. The Approved Engineering Plans; and
4. The provisions of the I-3 District of the Libertyville Zoning Code; and
5. All other applicable provisions of the Libertyville Zoning Code and Property; and
6. Final Site Improvement Plans for Auto Expo Car Wash (9 sheets), prepared by Advantage Consulting Engineers date 4/29/16 with final revision date of 9/7/2016; and (the "Site Plan"); and
7. Final Site Improvement Plans for Parking Lot Construction (13 sheets) prepared by Advantage Consulting Engineers, LLC, dated 5/6/16, with final revision date of 8/4/2016 (the "Parking Plans"); and
8. Landscape Plan, prepared by McCallum Associates dated 8/30/2016 with a final revision date of 9/12/2016 (the "Landscape Plan")
8. The Libertyville Municipal Code, including without limitation the Libertyville Building Code; and
9. All other requirements of law.

In the event of a conflict between, among or within any of the above plans or documents, the plan or document, or portion thereof, that provides the greatest control and protection to the Village, as determined by the Village Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

### Section 3. Improvements and Easements.

A. Improvements Required. The Contract Purchaser shall, at its sole cost and expense, construct and install all of the public improvements shown on the Approved

Engineering Plans applicable to Lot 6 of the Subject Property, and the Current Owner shall, at its sole cost and expense, construct and install the public improvements shown on the Approved Engineering Plans applicable to the Remainder Property, the improvements set forth on the list attached hereto as Exhibit C, the Plat of Resubdivision, the Village's Zoning and Subdivision Ordinance and all other requirements of Law (the public Improvements shall hereinafter be referred to as the "Improvements").

Easements Required. Unless public service and utility easements are platted on the Plat of Subject Property in such form as may be approved by the Village Attorney, the Current Owner and, as applicable, the Contract Purchaser, shall, within 30 days after the date first above written, grant to the Village and other applicable governmental bodies utility, enforcement and emergency services easements on and across the Subject Property, for the purposes of installing, operating, maintaining, servicing, repairing and replacing utility facilities; enforcing applicable laws; and providing public and emergency services to the Subject Property and adjacent parcels. In the event of a conflict in the application or interpretation of the terms and provisions of the public service and utility easements platted on the Plat of Subject Property and any terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control on the Plat of Resubdivision.

Parking Lot Improvements. The Current Owner, at its sole cost and expense shall construct and install the Park Avenue Corporate Center Parking Lot, (the "Parking Lot" as reflected in the Parking Plans (hereinafter the "Parking Lot Improvements").

B. Design and Construction of the Improvements.

1. General Standards. The Improvements and the Parking Lot Improvements shall be designed and constructed pursuant to and in accordance with standards set forth in Section 2 of this Agreement and in conformance with the drawings and agreements. The Owner shall

cause all work on the Improvements to be completed in a good and workmanlike manner and with due dispatch in accordance with the schedule established in Subsection 3C and 3H below. All materials used for construction of the Improvements shall be new and of first quality.

All storm sewers and related appurtenances shall be constructed so as to collect building footing drains and rear yard runoff from all lots within the Subject Property, and shall be subject to the approval of the Public Works Department, Engineering Division of the Village.

2. Contract Terms; Prosecution of the Work. The Owner shall include in every contract for work on the Improvements and the Parking Lot Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement and all Requirements of Law, until it is properly completed, and terms providing that the Owner may take over and prosecute the work if the contractor fails to do so in a timely and proper manner. The Owner shall, in accordance with the schedule established in Subsections 3C and 3H below, promptly file with the Village Clerk an executed copy of each contract for work on the Improvements and the Parking Lot Improvements. If any such work is abandoned, or performed in violation of this Agreement or of the contract therefore, then the Owner shall promptly and aggressively act to cause the work to be completed properly and within the times for completion established in Subsection 3C and 3H below.

3. Engineering Services. The Owner shall provide, at its expense, all engineering services for the design and construction of the Improvements, including full inspection services of a professional resident engineer responsible for overseeing the construction of the Improvements. The Owner shall promptly provide the Village with the name of such resident engineer and a telephone number or numbers at which such resident engineer can be reached.

4. Village Inspections and Approvals. All work on the Improvements shall be subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission or approval of any public agency or private party, the Owner shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission or approval. At all times during the construction of the Property and the construction of the Improvements, and until completion of the Property and the construction of the Improvements and approval and, where appropriate, acceptance thereof by the Village, the Owner shall keep all routes used for construction traffic related to the development of the Property and the construction of the Improvements free and clear of mud, dirt, debris, or obstructions and shall repair any damage caused by such construction traffic.

C. Schedule for Completion of the Improvements. The Improvements shall be completed by the applicable Owner and made ready for inspection, approval and, where appropriate, acceptance by the Village, which acceptance shall not be unreasonably denied or cause delays, pursuant to Subsections 3D and 3F below, and contracts for such work shall be entered into by the Owner, in accordance with the schedule attached hereto and by this reference incorporated herein as Exhibit E. The applicable Owner shall be allowed extensions of time beyond the completion dates set forth in Exhibit E only for unavoidable delay caused by strikes, lockouts, acts of God or other factors beyond the control and ability to remedy of the Owner or any agent or contractor hired by, or on behalf of, the Owner provided, however, that no extension of time shall be allowed for any delay caused by weather conditions unless such weather conditions are abnormal considering the time of year and the particular locality involved. Furthermore, no extension of time shall be granted for completion of the Improvements beyond

the date of issuance of any Certificate of Occupancy pertaining to the Property. The Owner shall, within two days after any unavoidable delay commences and again within two days after such delay terminates, give notice to the Village for its review and approval of such delay, the cause for such delay, the period or anticipated period of such delay and the steps taken by the Owner to mitigate the effects of such delay. Any failure of the Owner to properly give such notice shall be deemed a waiver of any right to an extension of time for any such delay. Notwithstanding any extension of time granted pursuant to this Subsection 3C, no building permit or certificate of occupancy for any building or structure within the Property shall be issued except in accordance with Subsection 3H below. The Parking Lot Improvements shall be completed in accordance with the Schedule set forth in Exhibit E.

D. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. The Owner shall notify the Village when it believes that any or all of the Improvements have been fully and properly completed and shall request final inspection, approval and, where appropriate, acceptance of the Improvement or Improvements by the Village. Such notice and request shall be accompanied by the "as-built" or "record" drawings required by Subsection 3E below and by proposed drafts of the documents of title transfer required by Subsection 3F below. Such notice and request shall be given far enough in advance of the applicable completion date required in Subsection 3C above to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction pursuant to the approved drawings and to allow the Owner time to make all required repairs and corrections prior to such completion date. The Owner shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Improvements serving the Remainder Property until all of the Improvements serving the Remainder Property, including all

punch list items, have been fully and properly completed. The Village shall not be required to approve or accept any portion of the Improvements serving Lot 6 until all of the Improvements serving Lot 6, including all punch list items, have been fully and properly completed. The Village will review and approve the Improvements serving Lot 6 independent of the completion of the Improvements serving the Remainder Property.

2. Dedication and Acceptance of Specified Improvements. The Owner shall dedicate to the Village the Improvements set forth in the schedule attached hereto as Exhibit F. Neither the execution of this Agreement nor the approval or recordation of the Approved Final Plat of Property shall constitute acceptance by the Village of any of the Improvements, including without limitation any streets or other public facilities that are depicted as “dedicated” on the Approved Engineering Plans. No Improvement shall be accepted by the Village except by a resolution duly adopted by the President and Board of Trustees of the Village of Libertyville specifying with particularity the Improvement or Improvements being accepted which acceptance shall not be unreasonably withheld.

3. Owner Maintenance of Improvements. Prior to approval and acceptance of the Improvements, the Owner shall, at its sole cost and expense, maintain, in a first rate condition all of the Improvements set forth in the schedule attached hereto as Exhibit C. In the event the Village determines, in its sole and absolute discretion, that the Owner is not adequately maintaining or has not adequately maintained any Improvement listed on Exhibit C, the Village may, after 30 days’ prior written notice to the Owner, require immediate compliance for maintenance provided notice of demand is not unreasonable. In the event that the Village shall cause to be performed any work pursuant to their notice, the Village shall have the right to draw from the performance securities deposited pursuant to Section 4 of this Agreement, as well as the right to demand payment directly from the Owner, based on costs actually incurred, an amount

of money sufficient to defray the entire cost of such work, including legal fees and administrative expenses. The Owner shall, upon demand by the Village, pay such amount to the Village.

E. “As-Built” or “Record” Drawings and Specifications of the Improvements. The Owner shall, not later than the time it gives the notice of completion and request for approval and, where appropriate, acceptance required pursuant to Subsection 3D above, provide to the Village, three sets of “as-built” or “record” drawings and specifications for all Improvements, including one set on a reproducible mylar. Such “as-built” or “record” drawings and specifications shall depict every Improvement as built and shall include all final dimensions, elevations and calculations necessary to fully describe the Improvements and to establish their compliance with all applicable standards and requirements.

F. Transfer of Ownership of the Improvements and Easements to the Village. Upon the approval of, and prior to the acceptance of, the Improvements to be accepted by the Village pursuant to Subsection 3D above, the Owner shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of such Improvements to, and to evidence ownership of such Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village in writing. The Owner shall, at the same time, grant, or cause to be granted, to the Village all such easements or other property rights as the Village may require to install, operate, maintain, service, repair and replace the Improvements which have not previously been granted to the Village, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Village in writing.

G. Two Year Guaranty of Improvements. The Owner hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Improvements, including without limitation landscaping installed by the Owner on public lands or within public rights-of-way or easements, that occur or become evidence within two years after approval and, where

appropriate, acceptance of the Improvements by the Village pursuant to Subsections 3D and 3F above. If any such defect or deficiency occurs or becomes evident during such period, then the Owner shall, within ten days, weather permitting, after written demand from the Village to do so, correct it or cause it to be corrected.

H. Issuance of Permits and Certificates. The Village shall have the absolute right to withhold any public building permit or certificate of occupancy at any time the Owner is in violation of, or is not in full compliance with, the terms of this Agreement. No building permit shall be issued for any lot unless (i) Site Plan approval and all other approvals have been obtained as required by the Libertyville Zoning Code, and the (ii) Items listed on Exhibit C are completed. The Village shall issue no certificates of occupancy for any building or structure until the Improvements serving a particular parcel are completed by the applicable Owner of that parcel and approved and, where appropriate, accepted by the Village pursuant to Subsections 3D and 3F above or until other arrangements satisfactory to the Village, in its sole discretion, shall have been made. The issuance of any building permit or certificate of occupancy by the Village at any time prior to the completion of all Improvements and approval, and where appropriate, acceptance thereof by the Village shall not confer on the Owner any right or entitlement to any other building permit or certificate of occupancy. The Owner shall not be obligated to perform landscaping on the private property except as shown on the Landscape Plan.

I. Duty to Restore Property. If the Owner fails to diligently pursue all construction and installation of the Improvements as required by Subsections 3A and 3B above to completion with the time periods prescribed in Subsection 3C above, then the Village, in its sole discretion and in writing, may demand removal of any or all of any partially completed building, structure or Improvement from the Property and restoration of the affected property to its original condition. The Owner shall, within 60 days after receipt of such a demand from the Village,

remove any such partially completed building, structure or Improvement from the Property and restore the affected property in accordance with the Village's demand.

J. Village Rights to Complete Work. If the Owner fails or refuses to diligently pursue all construction and installation of the Improvements or Parking Lot Improvements required by Subsections 3A and 3B above to completion within the reasonable time periods prescribed in Subsection 3C above; or to correct any defect or deficiency as required pursuant to Subsection 3G above; or to remove any partially completed building, structure or Improvement from the Property as required pursuant to Subsection 3H above after providing 30 days notice to the Owner, then the Village shall have the right, at the Village's option, to complete such construction and installation, to correct such defect or deficiency or to demolish and remove any or all of such partially completed buildings, structures or Improvements from the Subject Property, using either its own forces or contractors hired for that purpose. The Village shall have the right to draw from the performance securities deposited pursuant to Section 4 of this Agreement, as well as the right to demand payment directly from the Owner, based on costs actually incurred and the Village's estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. The Owner shall, upon demand by the Village, pay such amount to the Village. It is expressly understood that the Village's rights upon the failure of the Owner to complete the Parking Lot Improvements, as set forth in this paragraph, shall be limited to taking action only with respect to the Parking Lot Improvements and shall not extend to the other Improvements or to any area of the Subject Property other than the Parking Lot Improvements, as reflected in the Parking Plans.

Section 4. Performance Security.

A. Performance and Payment Letter of Credit. As security to the Village for the performance by the Owner of the Owner's obligations (1) to construct and complete the

Improvements and/or the Parking Lot Improvements.<sup>1</sup> pursuant to and in accordance with this Agreement, (2) to pay all Village fees, costs and expenses due from the Owner pursuant to this Agreement, (3) to maintain and repair streets, sidewalks and other public property pursuant to Section 6 of this Agreement, (4) to restore property pursuant to Subsection 3I of this Agreement, and (5) to otherwise faithfully perform its undertakings pursuant to this Agreement, the Owner shall, as a condition precedent to the effectiveness of the Village resolution approving the Property Plan, deposit with the Village Administrator a letter of credit (the "Performance and Payment Letter of Credit") in a total amount equal to (1) either 125 percent of the Approved Cost Estimate or, in cases where executed contracts for construction and installation of a public Improvement have been filed with the Village Clerk pursuant to Subsection 3B of this Agreement, 110 percent of the amount of such contracts. It is understood that a separate Performance and Payment Letter of Credit will be deposited with the Village which will only relate to the Parking Lot Improvements. The Letter of Credit shall, at all time until released or reduced as provided below, be maintained at not less than 10 percent of the total deposit required by the preceding sentence. The Owner may draw against the Letter of Credit as the work is completed and approved by the Village. The Letter of Credit shall be maintained and renewed by the Owner, and shall be held in escrow by the Village, until the Improvements have been completed and inspected by the Village and, where appropriate, acceptance of all of the Improvements by the Village pursuant to Subsections 3D and 3F of this Agreement and the posting of all Guaranty Letters of Credit required by Subsection 4B below. At the time that any

---

<sup>1</sup> It is understood that in addition to the Performance and Payment Letter of Credit to be deposited with the Village with respect to the Improvements, a separate Performance and Payment Letter of Credit will be deposited by the Current Owner with respect to the Parking Lot Improvements (hereinafter, the "Parking Lot Letter of Credit"). With respect to such Parking Lot Letter of Credit any reference to "Owner" in this Section 4 shall be deemed to refer to the Current Owner (or its successor in interest pursuant to a transferee assumption agreement) and any reference to "Improvements" in this Section 4 shall be deemed to refer to the Parking Lot Improvements.

single category of Improvement (e.g. water main, sanitary sewer main, etc.) has been completed, inspected, tested and approved by the Village, (but prior to acceptance) the portion of the Performance and Payment Letter of Credit related to such category of Improvement shall be reduced by 75%. After such category of Improvement has been accepted by the Village, the remaining 25% of the Performance and Payment Letter of Credit relating to such category of Improvement shall be released

B. Guaranty Letter of Credit. As a condition of the Village's approval and, where appropriate, acceptance of any or all of the Improvements pursuant to Subsections 3D and 3F of this Agreement, the Owner shall post a new letter of credit in the amount of five percent of the actual total cost of such Improvements as security for the performance of the Owner's obligations under Subsection 3G and Sections 6 and 7 of this Agreement (each such letter of credit shall be referred to individually as the "Guaranty Letter of Credit"). The Guaranty Letter of Credit shall be held by the Village in escrow until the end of the two year guaranty period set forth in Subsection 3G of this Agreement or until two years after the proper correction of any defect or deficiency in the Improvements pursuant to Subsection 3G and payment therefore, whichever occurs later.

If the Village is required to draw on the Guaranty Letter of Credit by reason of the Owner's failure to fulfill its obligation under Subsection 3G or Sections 4 or 5 of this Agreement, then the Owner shall within ten days thereafter cause the Guaranty Letter of Credit to be increased to its full original amount. No Guaranty Letter of Credit shall be required with respect to the Parking Lot Improvements.

C. Costs. The Owner shall bear the full cost of securing and maintaining the Performance and Payment Letter of Credit and Guaranty Letter of Credit.

D. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Guaranty Letter of Credit shall each be in a form reasonably satisfactory to the Village Attorney, and shall each be from a bank reasonably acceptable to the Village and having capital resources of at least \$500,000,000.00, with an office in the Chicago Metropolitan Area and insured by the Federal Deposit Insurance Corporation.

Each letter of credit shall, at a minimum, provide that (1) it shall expire no earlier than the later of one year following the date of its issuance or 45 days after delivery to the Village, in a manner provided in Section 14 of this Agreement, of written notice that such letter of credit will expire; (2) it may be drawn on based upon the Village Administrator's certification that the Owner has failed to fulfill any of the obligations for which the letter of credit is security, as states in Subsection 4A and 4B above as well as for the reasons stated in the final sentence of Subsection 4E below and the final sentence of Subsection 4F below; (3) it shall not require the consent of the Owner prior to any draw on it by the Village; (4) it shall not be canceled without the prior written consent of the Village; and (5) if at any time it will expire within 45 or any lesser number of days, and if it has not been renewed, and if any obligation of the Owner for which it is security remains uncompleted or unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all such obligations or employ the proceeds to complete all such obligations and reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village, as the Village shall determine.

The Performance and Payment Letter of Credit may provide that the aggregate amount of the letter of credit may be reduced, but only upon joint written direction by the Owner and the Village, to reflect a reduction in the total amount of the deposit required pursuant to Subsection

4A above as a result of payments made by the Owner in full or partial satisfaction of the Owner's obligations pursuant to Section 7 of the Agreement, to reflect a reduction in the total amount of the deposit required pursuant to Subsection 4A above from 125 percent of the Approved Cost Estimate to 110 percent of the amount of an executed contract or to reimburse the Owner for payment of Improvement work satisfactorily completed. No such reduction shall be allowed except upon presentation by the Owner of proper contractor's sworn statements, partial or final waivers of lien, as may be appropriate, and all such addition documentation as the Village may reasonably request to demonstrate satisfactory completion of the Improvement in question and full payment of all contractors, subcontractors and material suppliers.

The Guaranty Letter of Credit shall not be reduced by reason of any cost incurred by the Owner to satisfy its obligations under Subsection 3G or Sections 6 or 7 of the Agreement.

E. Replenishment of Letters of Credit. If at any time the Village determines that the funds remaining in the Performance and Payment Letter of Credit are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid or reasonably anticipated Village fees, costs and expenses, or that the funds remaining in the Guaranty Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Improvements and all unpaid or reasonably anticipated Village fees, costs and expenses, then within 10 days following a demand by the Village, the Owner shall increase the amount of the appropriate letter of credit to an amount determined by the Village to be sufficient to pay such unpaid fees, costs and expenses. Failure to so increase the amount of the security shall be grounds for the Village to draw down the entire remaining balance of the Performance and Payment Letter of Credit and the Guaranty Letter of Credit.

F. Replacement of Letters of Credit. If at any time the Village determines that the bank issuing either the Performance and Payment Letter of Credit or the Guaranty Letter of

Credit is without capital resources of at least \$500,000,000.00, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing or is otherwise in danger of being unable or unwilling to honor such letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner provide a replacement letter of credit from a bank satisfactory to the Village. Such replacement letter of credit shall be deposited with the Village not later than 10 days following such demand. Upon such deposit, the Village shall surrender the original letter of credit to the Owner. Failure to provide such a replacement letter of credit shall be grounds for the Village to draw down the entire remaining balance of the Performance and Payment Letter of Credit and the Guaranty Letter of Credit.

G. Use of Funds in the Event of Breach of Agreement. If the Owner fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements as required by Subsection 3G of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Subsection 3I of this Agreement, or fails or refuses to pay immediately any amount demanded by the Village pursuant to Section 7 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its discretion, may draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit and the Guaranty Letter of Credit. The Village thereafter shall have the right to exercise its rights under Subsection 3I and 3J of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse itself from the Performance and Payment Letter of Credit and the Guaranty Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Owner's failure or refusal to fully meet its obligations under the Agreement. If the

funds remaining in the Performance and Payment Letter of Credit and the Guaranty Letter of Credit are insufficient to repay fully the Village for all such costs and expenses, and to maintain a cash reserve equal to the required Guaranty Letter of Credit during the entire time such Guaranty Letter of Credit should have been maintained by the Owner, then the Owner shall, upon demand of the Village therefore, immediately deposit with the Village such additional funds as the Village determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

H. Village Lien Rights. If any money, property or other consideration due from the Owner to the Village pursuant to Section 3, 5 or 6 of this Agreement is not either recovered from the performance security deposits required in the Section 4 or paid or conveyed to the Village by the Owner within 30 days after a demand for such payment or conveyance, then such money, or the Village's reasonable estimate of the value of such property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property in which the Owner retains any legal, equitable or contractual interest, and the Village shall have the right to collect such amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Subject Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

Section 5. Damage to Public Property. The Owner shall maintain the Property and all streets, sidewalks and other public property in and adjacent to the Property in a good and clean

condition at all times during the development of the Property and the construction of the Improvements; shall promptly clean all mud, dirt or debris deposited on any street, sidewalk or other public property in or adjacent to the Property by the Owner or any agent of or contractor hired by, or on behalf of, the Owner; and shall repair any damage to any street, sidewalk or other public property that may be caused by the activities of the Owner or any agent of or contractor hired by, or on behalf of, the Owner.

Section 6. Payment of Village Fees and Costs.

A. General Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Owner shall pay to the Village, as and when due, all application, inspection and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, charges and contributions required by applicable Village codes, ordinances, resolutions, rules or regulations.

B. Special Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by the Agreement, or by applicable Village codes, ordinances, resolutions, rules or regulations, the Owner shall pay to the Village, immediately upon presentation of a written demand or demands therefore, all legal, engineering and other consulting and administrative fees, costs and expenses incurred or accrued in connection with the review and processing of plans for the Subject Property and in connection with the negotiation, preparation, consideration and review of this Agreement. Payment of all such fees, costs and expenses, for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement shall be made by a certified or cashier's check as a condition precedent to the execution of this Agreement by the Village President. Further, the Owner agrees that it will continue to be liable for and to pay, immediately upon presentation of a written demand or demands therefore, such fees, costs and expenses incurred in connection with

any applications, documents or proposals, whether formal or informal, of whatever kind submitted by it in connection with the construction of the Subject Property. Further, the Owner agrees that it shall be liable for and will pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters. Notwithstanding any other provision of this Agreement, payment of all said fees, costs and expenses shall be a condition precedent to each and every obligation of the Village under this Agreement.

Section 7. Liability and Indemnity of Village.

A. Indemnification. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers and attorneys from any and all claims that may be asserted at any time against any such parties in connection with (1) the Village's review and approval of any plans for the Property or the Improvements, (2) the issuance of any approval, permit, certificate or acceptance for the Property or the Improvements, (3) the construction, maintenance of use of any portion of the Property or the Improvements, (4) the violation of any restrictive covenants applicable to the Subject Property, and (5) the performance by the Owner of its obligations under this Agreement and all related agreements and documents.

B. Defense Expenses. The Owner shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims mentioned in Subsection 7B above.

C. No Liability for Village Review. The Owner acknowledges and agrees (1) that the Village is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as a result of the Village's review and approval of any plans for the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances

for the development or use of any portion of the Property or the Improvements, and (2) that the Village's review and approval of any such plans and issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

Section 8. Nature, Survival and Transfer of Obligations. All obligations assumed by the Owner under this Agreement shall be binding upon the Owner personally, upon any and all successor legal or beneficial owners of record of all or any portion of the Subject Property. The Owner further agrees that all payment and conveyance obligations under this Agreement, together with interest and costs of collection, including legal fees and administrative expenses, may, if not satisfied as required by this Agreement, become an enforceable lien upon the Property pursuant to Subsection 4H of this Agreement. To assure that all such heirs, successors, assign and successor owners have notice of this Agreement and the obligations created by it, the Owner shall:

1. Deposit with the Village Clerk, not later than the time it presents the Approved Final Plat of Subject Property to the Village for signatures and certifications pursuant to Section 1 of this Agreement, a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording this Agreement with the Lake County Recorder of Deeds; and
2. Notify the Village in writing at least 30 days prior to any date upon which the Owner transfers a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any party

to this Agreement and require that any party to whom the Property or any part of the Property is transferred, executes and delivers to the Village the Transferee Assumption Agreement, in substantially the form attached hereto as Exhibit G. .

The Village agrees that upon a successor becoming bound to the personal obligations created herein in the manner provided herein and providing the financial assurances required herein, the personal liability of the Owner shall be released to the extent of the transferee's assumption of such liability. The failure of the Owner to provide the Village with a fully executed copy of the hereinabove required agreement by the transferee to be bound by the provisions of this Agreement and, if requested by the Village, with the transferee's proposed assurances of financial ability before completing any such transfer shall result in the Owner remaining fully liable for all of the Owner's obligations under this Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to the Owner.

Section 9. No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted hereto to the Village shall be construed as a waiver of that or any other right.

Section 10. Requirements of Law. Every reference in this Agreement to Requirements of Law shall include such Requirements of Law as they have been, or as they may hereafter be, amended.

Section 11. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 12. Term. This Agreement shall be in full force and effect from and after the date of its execution; provided, however, that this Agreement shall be of no force or effect unless

and until the Owner shall have first paid in full the amounts due to the Village as a condition precedent to the execution of this Agreement by the Village, pursuant to Section 1 and Subsection 7B of this Agreement, and deposited with the Village Administrator the cash and letter of credit required pursuant to Subsection 4A of this Agreement. This Agreement shall run with and bind the Property in perpetuity, and shall inure to the benefit of and be enforceable by the Owner and the Village, and any of their respective legal representatives, heirs, successors and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, the former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

Section 13. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addresses thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

LSC Development of Libertyville, LLC  
ATTN: Jean Jodoin  
777 Lake Zurich Road  
Barrington, IL 60010

With a copy to:

Warren R. Fuller  
Kelleher & Buckley, LLC  
102 S. Wynstone Park Drive, Suite 100  
North Barrington, IL 60010

Notices to Robert Colosi shall be addressed to, and delivered at, the following address:

Robert Colosi

With copy to:

James V. Ferolo  
Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

With a copy to:

David F. Pardys  
Swanson, Martin & Bell, LLP  
1860 W. Winchester Road, Suite 201  
Libertyville, IL 60048

By notice complying with the requirements of this Section 14, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until received.

Section 15. Enforcement. The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it

will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys thereof, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

Section 16. Amendments and Waivers. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced in writing and executed and delivered by the Village and the Owner. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to such waiver and, where applicable, the conditions and limitations on such waiver are set forth specifically in a fully authorized and written waiver of such party. No waiver by any party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

Section 17. Authority to Execute. The Village and the Owner hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the

Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The Village hereby warrants and represents to the Owner that the person executing this Agreement on its behalf has been properly authorized to do so by the President and Board of Trustees of the Village of Libertyville. The Owner hereby warrants and represents to the Village (1) that it is the record and beneficial owner of fee simple title to the Subject Property, (2) that no other person or entity has any legal, beneficial, contractual or security interest in the Subject Property, (3) that it has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth herein and to bind the Property as set forth herein, (4) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (5) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner hereunder will (i) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (ii) violate any statute, law, restriction, court order or agreement to which the Owner or the Property is subject.

Section 18. No Third Party Beneficiaries. Except as expressly provided in the Declaration required pursuant to Section 5 of this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or the Owner.

Section 19. Exhibits. The following Exhibits A through and including H attached to this Agreement are by this reference incorporated herein and made a part hereof:

EXHIBIT A	Legal Description of the Subject Property
EXHIBIT B	Plat of Resubdivision
EXHIBIT C	Improvements

- EXHIBIT D            Approved Cost Estimate
- EXHIBIT E            Schedule for Completion of Improvements and Parking Lot  
   Improvements
- EXHIBIT F            Improvements to be Dedicated to the Village
- EXHIBIT G            Transferee Assumption Agreement

Section 20. Adoption of Recitations. The parties hereby adopt the Recitations contained herein as true and accurate statements and make them a part of this Agreement.

Section 21. Owner. This Agreement utilizes the term “Current Owner” and “Contract Purchaser” as well as the term “Owner”. As used in this Agreement, the word “Owner” shall mean and refer to that party which is the record owner of that portion of the Subject Property at the time for the performance of an act or other obligation contained in this Agreement. After the conveyance of Lot 6 (and any other portion of the Subject Property) to the Contract Purchaser, the latter shall be deemed to be the Owner applicable and responsible for the rights and obligations contained in this Agreement as applicable to Lot 6; conversely, after such conveyance, the Current Owner shall be deemed the Owner of the Remainder Parcel and responsible for the rights and obligations contained in this Agreement as applicable to the Remainder Parcel. The word “Owner” shall be deemed to apply to both the Current Owner and the Contract Purchaser if, and only if, the right or obligation is not applicable to only one of the parcels comprising the Subject Property, or as otherwise provided in this Agreement or separate agreements entered into by the Village and separately by either other party. Where the term “Contract Purchaser” or “Current Owner” is utilized, that designation shall control. Any reference to the “Owner” with respect to the Parking Lot Improvements, shall be construed as meaning the Current Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

VILLAGE OF LIBERTYVILLE

By: \_\_\_\_\_  
Terry L. Wepler  
Village President

ATTEST:

\_\_\_\_\_

Colosi Management, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

LSC Development of Libertyville, L.L.C.

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF LAKE         )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Terry L. Weppler, the Village President of the VILLAGE OF LIBERTYVILLE, an Illinois municipal corporation, and by Sally A. Kowal, the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF LAKE        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, Manager of COLOSI MANAGEMENT, L.L.C., an Illinois business corporation, which individual is known to me to be the identical person who signed the foregoing instrument as such officer of the corporation, for and on behalf of said corporation, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF LAKE        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, Manager of LSC DEVELOPMENT OF LIBERTYVILLE, L.L.C., an Illinois business corporation, which individual is known to me to be the identical person who signed the foregoing instrument as such officer of the corporation, for and on behalf of said corporation, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My commission expires: \_\_\_\_\_

**INDEX OF EXHIBITS**

EXHIBIT A	Legal Description of the Subject Property
EXHIBIT B	Plat of Resubdivision
EXHIBIT C	Improvements
EXHIBIT D	Approved Cost Estimate
EXHIBIT E	Schedule for Completion of Improvements and Parking Lot Improvements
EXHIBIT F	Improvements to be Dedicated to the Village
EXHIBIT G	Transferee Assumption Agreement

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 6 AND 7 IN PARK AVENUE CORPORATE CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 2010 AS DOCUMENT NUMBER 6614849, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT B**

**PLAT OF RESUBDIVISION**

**EXHIBIT C**

**IMPROVEMENTS**

1. Sanitary sewer main and appurtenances thereto, as depicted on the Approved Plans.
2. Public water main and appurtenances thereto, as depicted in the Approved Engineering Plans.

**EXHIBIT D**

**APPROVED COST ESTIMATE**

# ADVANTAGE CONSULTING ENGINEERS

August 16, 2016

## COST ESTIMATE FOR AUTO EXPO LIBERTYVILLE

### SANITARY SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	8-INCH SANITARY SEWER, SDR 18	246	LF	\$ 50.00	\$ 12,300.00
2	48" DIA. STD. MANHOLE, COMPLETE FRAME & COVER	2	EA	\$ 3,000.00	\$ 6,000.00
3	CONNECT TO EXISTING SANITARY LINE IN PARK	1	EA	\$ 1,000.00	\$ 1,000.00
4	GRANULAR TRENCH BACKFILL	40	LF	\$ 25.00	\$ 1,000.00
5	R&R B6:24 CURB & GUTTER	10	EA	\$ 75.00	\$ 750.00
6	R&R PAVEMENT, IDOT PATCH	20	SY	\$ 200.00	\$ 4,000.00
<b>SUBTOTAL</b>					<b>\$ 25,050.00</b>

### WATER MAIN

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" D.I.P. WATER MAIN & FITTINGS	600	LF	\$ 65.00	\$ 39,000.00
2	8' X 16" PRESSURE CONNECTION, IN 5' VAULT	1	EA	\$ 8,500.00	\$ 8,500.00
3	8" VALVE IN 4' VAULT	3	EA	\$ 3,500.00	\$ 10,500.00
4	8" PLUG & STUB	2	EA	\$ 500.00	\$ 1,000.00
5	CONNECT TO EXISTING 8" STUB	1	EA	\$ 2,500.00	\$ 2,500.00
6	FIRE HYDRANT COMPLETE WITH AUX. VALVE IN BOX	1	EA	\$ 3,800.00	\$ 3,800.00
7	GRANULAR TRENCH BACKFILL	540	LF	\$ 25.00	\$ 13,500.00
<b>SUBTOTAL</b>					<b>\$ 78,800.00</b>

**GRAND TOTAL = \$ 103,850.00**

  
*William J. Zalewski*  
 8-16-2016

# ADVANTAGE CONSULTING ENGINEERS

July 22, 2016

## COST ESTIMATE FOR LIFESTORAGE LIBERTYVILLE

# PARKING LOT

### STORM SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" RCP CLASS V STORM SEWER	356	LF	\$ 42.00	\$ 14,952.00
2	36" DIA. MANHOLE COMPLETE WITH FRAME & GRATE	2	EA	\$ 2,000.00	\$ 4,000.00
3	24" DIA. CATCH BASIN COMPLETE WITH FRAME & GRATE	2	EA	\$ 1,800.00	\$ 3,600.00
4	CONNECT TO EXISTING STRUCTURE	1	EA	\$ 2,000.00	\$ 2,000.00
<b>SUBTOTAL</b>					<b>\$ 24,552.00</b>

### PAVEMENT AND CURB & GUTTER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	B6:12 CURB & GUTTER	2,110	L.F.	\$ 16.50	\$ 34,815.00
2	2" HOT MIX ASPHALT SURFACE COURSE MIX C	10,260	SY	\$ 6.50	\$ 66,690.00
3	2" HOT MIX ASPHALT BINDER COURSE MIX	10,260	SY	\$ 6.00	\$ 61,560.00
4	10" AGGREGATE SUB-BASE COURSE, TYPE B, CA-6	10,260	SY	\$ 8.50	\$ 87,210.00
5	2" HOT MIX ASPHALT SURFACE COURSE MIX C	2,375	SY	\$ 6.50	\$ 15,437.50
6	4" HOT MIX ASPHALT BINDER COURSE MIX	2,375	SY	\$ 12.00	\$ 28,500.00
7	12" AGGREGATE SUB-BASE COURSE, TYPE B, CA-6	2,375	SY	\$ 10.00	\$ 23,750.00
8	GRIND 2" OF EXISTING ASPHALT	12,635	SY	\$ 1.25	\$ 15,793.75
9	PARKING LOT EXCAVATION AND SUBGRADE PREPARATION	250	CY	\$ 35.00	\$ 8,750.00
<b>SUBTOTAL</b>					<b>\$ 342,506.25</b>

### MISCELLANEOUS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	LIGHTS WITH FOUNDATIONS	12	EA	\$ 2,800.00	\$ 33,600.00
2	¾" RIGID STEEL CONDUIT	1,200	EA	\$ 20.00	\$ 24,000.00
3	CAR WHEEL STOPS	19	EA	\$ 150.00	\$ 2,850.00
4	9" HIGH WHEEL STOPS (FOR BUSES)	4	EA	\$ 250.00	\$ 1,000.00
5	4" STRIPING, STALLS AND ENTANCES	7,650	LF	\$ 0.20	\$ 1,530.00
6	HANDICAP SYMBOLS AND STRIPING	12	EA	\$ 50.00	\$ 600.00
7	6" RESPREAD IN LANDSCAPE ISLANDS & BIO-SWALES	9,000	SY	\$ 1.50	\$ 13,500.00
8	BIOSWALE EXCAVATION, HAUL-OFF AND RESPREAD	1,500	CY	\$ 35.00	\$ 52,500.00
9	LANDSCAPING BUDGET (SEE ATTACHED)	1	EA	\$ 66,543.80	\$ 66,543.80
<b>SUBTOTAL</b>					<b>\$ 196,123.80</b>

**GRAND TOTAL = \$ 563,182.05**



**EXHIBIT E**

**SCHEDULE FOR COMPLETION OF IMPROVEMENTS AND THE PARKING LOT  
IMPROVEMENTS**

1. Sanitary sewer main and appurtenances thereto, as depicted on the Approved Plans shall be completed by not later than \_\_\_\_\_.
2. Public water main and appurtenances thereto, as depicted in the Approved Engineering Plans shall be completed by not later than \_\_\_\_\_.
3. The Parking Lot, as depicted in the Parking Plans shall be completed by not later than August 31, 2017.

**EXHIBIT F**

**IMPROVEMENTS TO BE DEDICATED TO THE VILLAGE**

1. Sanitary sewer main and appurtenances thereto, as depicted on the Approved Plans.
2. Public water main and appurtenances thereto, as depicted in the Approved Engineering Plans.

**EXHIBIT G**

**TRANSFEEE ASSUMPTION AGREEMENT**

This Agreement, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by, between and among [Owner ](the "Owner"), (the "Transferee"), and the **Village of Libertyville, Illinois**, an Illinois municipal corporation (the "Village"),

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_, 20\_\_, the Transferee agreed to purchase from the Owner certain real property situated in Lake County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

**WHEREAS**, following the conveyance of the Subject Property by the Owner, the Transferee will be the legal owner of the Subject Property; and

**WHEREAS**, as a condition to the conveyance of the Subject Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Development Agreement, recorded in the Office of the Lake County Recorder of Deeds on \_\_\_\_\_, as Document Number \_\_\_\_\_ by and between the Village and the Owner, as amended from time to time (the "Development Agreement").

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the developer of the Subject Property.

3. **Assurances of Financial Ability.** Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Administrator the performance security required by Section 4 of the Development Agreement. Upon execution of this Agreement by the Village and deposit with the Village Administrator of the required performance security, the Village shall surrender the original performance security to the Owner. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require.

4. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Development Agreement, including all exhibits and attachments thereto, and, the Village hereby releases the Owners from any personal liability for failure to comply with the terms, requirements and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**VILLAGE OF LIBERTYVILLE**

By: \_\_\_\_\_  
Village President

**ATTEST:**

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

[OWNER]

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

**ATTEST:**

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

Its: \_\_\_\_\_

[DEVELOPER]

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

**ATTEST:**

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

Its: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF LAKE         )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the Village President of the VILLAGE OF LIBERTYVILLE, an Illinois municipal corporation, and by \_\_\_\_\_, the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission Expires: \_\_\_\_\_

---

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [OWNER], which individuals are known to me to be the identical persons who signed the foregoing instrument and who did acknowledge that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [DEVELOPER], which individuals are known to me to be the identical persons who signed the foregoing instrument and who did acknowledge that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission Expires: \_\_\_\_\_



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Resolution Approving the Final Plat of Resubdivision of Lots 6 and 7 in the Park Avenue Corporate Center

**Staff Recommendation:** Approve Resolution.

**Staff Contact:** John P. Spoden, Director of Community Development  
David F. Pardys, Village Attorney

---

**Background:** On June 14, 2016, the Village Board adopted Ordinance No. 16-O-44 approving a Planned Development Final Plan for the property located at 760 E. Park Avenue. The final plan was approved in order to allow the resubdivision of Lots 6 and 7 of the Park Avenue Corporate Center to create a reconfigured Lots 6 and 7 and to create a new Lot 11. The plan was submitted by Robert Colosi of Colosi Management, LLC, the contract purchaser of the proposed newly created Lot 6 and was authorized by the owner of the property, LSC Development of Libertyville, LLC. Mr. Colosi intends to construct Auto Expo car wash at this location.

The attached resolution approves a Final Plat of Resubdivision of Lots 6 and 7 of the Park Avenue Corporate Center.

Staff recommends approval of the attached resolution. A majority of the corporate authorities is required for approval. Accordingly, four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

RESOLUTION NO. 16-O-\_\_\_\_\_

A RESOLUTION APPROVING  
A FINAL PLAT OF RESUBDIVISION  
OF LOTS 6 AND 7 OF THE PARK AVENUE CORPORATE CENTER

WHEREAS, on June 14, 2016, the Village Board approved Ordinance No. 16-O-44 ( the “Ordinance”) approving a Concept and Final Plan for the property located at 760 E. Park Avenue and legally described in Exhibit A (the “Subject Property”); and

WHEREAS, Colosi Management, LLC (“Colosi”) proposed the Concept and Final Plan in conjunction with the Owner of the Subject Property, LSC Development of Libertyville, LLC (“LSC”) in order to allow the resubdivision of Lots 6 and 7 of the Park Avenue Corporate Center and create a new Lot 6 and 7 and a new Lot 11; and

WHEREAS, LSC Development of Libertyville, LLC (the “Owner”) is the Owner of certain real property commonly known as 760 E. Park Avenue and legally described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, the Subject Property is zoned in an I-3, General Industrial District under the Libertyville Zoning Code; and

WHEREAS, the Owner has filed with the Village of Libertyville a Final Plat of Resubdivision for Lots 6 and 7 of the Park Avenue Corporate Center, which Final Plat of Resubdivision is attached as Exhibit B hereto and by this reference incorporated herein this resolution (the “Final Plat of Resubdivision”); 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 considering testimony regarding the Final Plat of Resubdivision; and

WHEREAS, on August 8, 2016, the Plan Commission, having fully considered the testimony of all those present at the public meeting who wished to testify, made certain findings and recommended to the President and Board of Trustees of the Village of Libertyville that the Final Plat of Resubdivision be approved 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 16-24, dated as of August 17, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED 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: Approval of the Final Plat of Resubdivision. The Final Plat of Resubdivision in substantially the form attached as Exhibit B shall be, and it hereby is, approved pursuant to the Libertyville Subdivision Code; provided, however, that such approval shall be and it hereby is expressly made subject to the satisfaction of the conditions precedent to execution and certification of the Final Plat of Resubdivision set forth in Section Three of this resolution.

SECTION THREE: Execution and Certification of the Final Plat. The Village President, Village Clerk, and all other necessary representatives of the Village shall be and they hereby are

authorized and directed to execute, attest, certify and seal, on behalf of the Village, the Final Plat of Resubdivision in a form substantially the same as is attached as Exhibit B to this resolution, provided, however, that they shall not execute, attest, certify or seal the Final Plat of Resubdivision on behalf of the Village unless and until:

- (1) The Final Plat of Resubdivision contain all the necessary elements required by the Lake County Recorder's Office for recording.
- (2) The Owner shall have obtained all other required approvals, sworn statements, signatures and certifications on the Final Plat of Resubdivision.
- (3) The Owner shall have paid all fees and charges due and arising from the approvals granted by this resolution.
- (4) That a Development Agreement be entered into between the Village of Libertyville, the Owner, and Colosi.

SECTION FOUR: Recording. After execution, attestation, and certification of the Final Plat of Resubdivision, the Village Clerk shall be and hereby is authorized and directed to promptly cause the Final Plat of Resubdivision to be properly recorded with the Lake County Recorder of Deeds, at the Owner's sole cost and expense.

SECTION FIVE: Effective Date. This resolution shall be in full force and effect from and after its passage and approval as provided by law; provided, however, that this resolution shall be of no force or effect unless and until the Owner shall have paid all fees and charges due and arising from the approval granted by this resolution.

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 6 and 7 in Park Avenue Corporate Center, Being a Subdivision of Part of the Southwest Quarter of Section 15 and the Northwest Quarter of Section 22, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded June 22, 2010 as Document Number 6614849, in Lake County, Illinois.

**EXHIBIT B**

Final Plat of Resubdivision



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** October 11, 2016

**Agenda Item:** Resolution for Change Order No. 1 for Riverside Pool Perimeter Gutter Replacement and Painting Project

**Staff Recommendation:** Adopt Resolution

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

---

**Background:** At the June 28, 2016 Board meeting a contract was awarded to Chicagoland Construction, Inc. in the amount of \$79,618.00 to replace the perimeter gutters and repaint the Riverside Pool. The contractor has made great progress in this work to date and the work is expected to be completed before the spring pool opening.

While the contractor was working on the sandblasting of the pool in preparation for painting, it was discovered that the existing pool shell is in need of aesthetic repairs. It was also discovered that the caulking around the pool inlets is failing. In order to properly prepare the pool for painting, it is recommended that these areas be repaired in advance. This will help insure that the pool condition is properly prepared in order for the paint to be applied. This additional work will result in a longer lasting and aesthetically looking base for the paint and will cover up the many surface cracks and deteriorating surface blemishes. This will necessitate a Change Order to the contract in the amount of \$15,913.00.

The proposed contract adjusted price with Change Order No. 1 will be \$95,931.00. \$145,000.00 has been budgeted for the project in the Park Improvement Fund. Administrative staff recommends the adoption of the attached Resolution for Change Order No. 1 in the net additional amount of \$15,913.00.

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  
CHICAGOLAND CONSTRUCTION, INC.

WHEREAS, the Village of Libertyville entered into a certain contract with Chicagoland Construction, Inc. for the perimeter gutter/coping replacement and painting at the Riverside Pool was approved by the Village President and Village Board of Trustees on June 28, 2016 and

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

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

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

SECTION 2. Change Order No. 1 is attached as Exhibit # 1 for a net increase of \$15,913.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

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

PASSED this: 11th day of October, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: 11th day of October, 2016

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

ATTEST:

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

EXHIBIT #1

CHANGE ORDER NO. 1

Order No. 1  
Date: 10/11/16  
Agreement Date: 6/28/16

Name of Project: Riverside Pool Perimeter Gutter Replacement Painting Project  
Owner: Village of Libertyville  
Contractor: Chicagoland Construction, Inc.

Justification: Additional cost to repair and prepare pool for painting.

Change of Contract Price

Original Contract Price:	\$79,618.00
Current Contract Price adjusted by Previous Change Orders:	\$79,618.00
The Contract Price due to this Change Order will be increased by:	\$15,913.00
The New Contract Price including this Change Order will be:	\$95,931.00

Approval Required:

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

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees

# CROSSROAD CONSTRUCTION, INC.

1N725 Swift Road, Lombard, IL 60148 \* Phone (630) 847-9400 \* Fax (630) 627-9601

SENT VIA EMAIL, JBarlow@libertyville.com

PROPOSAL  
EXHIBIT II

Monday, September 26, 2016

Mr. Jim Barlow  
Superintendent of Parks, Forestry & Grounds  
Village of Libertyville  
118 W. Cook Avenue  
Libertyville, IL 60048  
Phone (847) 362-2430

Project: Riverside Pool Repairs

We are pleased to provide the following quotation per site walk through 09/22/2016.

## Scope of Work

Provide all labor and material to:

- Wall Skim Coat
- Horizontal Weir Skim Coat
- Polish Bullets (half man hour per bullet) (Existing Coping Supports)
- Inlet Caulking

Lump Sum Total

\$15,913.00

## Special Conditions

All work performed under this contract is done in compliance with all applicable State and Federal Laws, Rules and Regulations.

No changes, extensions, or other modifications shall be effective unless confirmed in writing and signed by an authorized agent of both parties.

Price valid for 30 days from the date of this proposal.

Terms: Paid within 30 days of completion of work.

---

Jim Barlow  
Village of Libertyville

---

Salvatore Gruttadauro  
Crossroad Construction, Inc.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Resolution for Change Order No. 2 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. An initial Change Order in the amount of \$7,114.75 was approved at the September 13, 2016 Board meeting for additional underground utility work and foundation excavation undercutting due to unforeseen field conditions. The current contract amount is \$8,747,114.75.

During the course of construction it has been determined by Staff and Walter Parking Consultants that the recently poured sidewalk and stair connection between the new parking garage and the adjacent 121 W. Church Street property should be removed for safety reasons and restored as a landscaped area. This will necessitate a second Change Order to the Church Street Parking Garage Construction Project contract in the amount of \$4,116.20. The adjusted contract amount, including Change Order No. 2 will be \$8,751,230.95. 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 No. 2 to the contract with Walsh for the removal of the sidewalk connection. Four positive votes are required for approval.

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

A RESOLUTION APPROVING  
CHANGE ORDER NO. 2 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 2 is attached as Exhibit A for a net increase of \$4,116.20 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. 2

Order No. 1  
Date: 10/11/16  
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 removal of sidewalk connection to adjoining property.

Change of Contract Price

Original Contract Price:	\$8,740,000.00
Current Contract Price adjusted by Previous Change Orders:	\$8,747,114.75
The Contract Price due to this Change Order will be increased by:	\$ 4,116.20
The New Contract Price including this Change Order will be:	\$8,751,230.95

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<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Libertyville Civic Center Parking Structure 123 West Church Street Libertyville, IL 60048	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> October 3, 2016	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Walsh Construction 929 W. Adams Chicago, IL 60607	<b>ARCHITECT'S PROJECT NUMBER:</b> 31-7818.00 <b>CONTRACT DATE:</b> 04/27/16 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

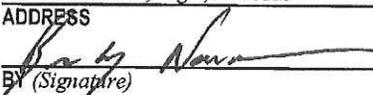
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
Walsh PCI 5009: Removal of concrete sidewalk and install concrete curb (Exhibit A)

The original Contract Sum was	\$ 8,740,000.00
The net change by previously authorized Change Orders	\$ 7,114.75
The Contract Sum prior to this Change Order was	\$ 8,747,114.75
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,116.20
The new Contract Sum including this Change Order will be	\$ 8,751,230.95

The Contract Time will be increased by half (0) 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> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>Walsh Construction</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>Village of Libertyville</u> <b>OWNER</b> <i>(Firm name)</i>
<u>505 Davis Road, Elgin, IL 60123</u> <b>ADDRESS</b>	<u>929 W. Adams, Chicago, IL 60607</u> <b>ADDRESS</b>	<u>118 W. Cook Ave., Libertyville, IL 60040</u> <b>ADDRESS</b>
 <b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>
<u>Bradley F. Navarro</u> <i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<u>10/03/2016</u> <b>DATE</b>	<b>DATE</b>	<b>DATE</b>

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

PCI No.: 5009

Contractor Project No.: 216046

Revision No.: 0

Owner Contract No.:

OCO No.:

From:

Date: September 30, 2016

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

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 October 14, 2016

Scope Of Work:

Removal Concrete Sidewalk and install concrete curb: Pricing includes cost to remove concrete slab and curb and installation of new curb and gutter, and any associated asphalt patching.

REQUESTED TOTAL DAYS 0

REQUESTED TOTAL DOLLARS ADD \$4,116.20

Impacted Sub-Contractor(s):

CERAMI CONSTRUCTION CO.

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: [Signature]
Walsh Construction Company II, LLC -

Reviewed By: [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.:	5009
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>					
CERAMI CONSTRUCTION CO.					
Removal Concrete Sidewalk and install concrete curb	LS	1.00	\$3,742.00	\$3,742.00	
Subcontracted Subtotal					\$3,742.00
<u>CALCULATED MARK-UPS (LEVEL 1)</u>					
Walsh Construction OH&P (10%)					\$374.20
PCI Subtotal					\$4,116.20
<b>PCI GRAND TOTAL</b>					<b>\$4,116.20</b>

# Change Order Request



C.O.R. # 1612-006

G.C. #

Date: 8/30/2016

**Project Name:** 1612 - LIBERTYVILLE PARKING GARAGE

**Project #:** 1612

**To:** Walsh Construction Co.  
**Attn:** Hector Gutierrez  
929 West Adams Street  
  
Chicago, IL 60607

**From:** Cerami Construction Company, LTD.  
Mike Michalek  
140 W. Lake Street  
Northlake, IL 60164

**Phone:** (312) 563-5400 **Fax:** (312) 563-5466

**Phone:** (708) 343-6500 **Fax:** (708) 343-6510

We hereby propose to make the following changes:

Weppler Law Practice

Removal of concrete slab and Curb (See attached photo)

Installation of new curb and gutter (See attached photo)

**Change Order Price** \$3,742.00

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

Mike Michalek

8/30/2016

Author

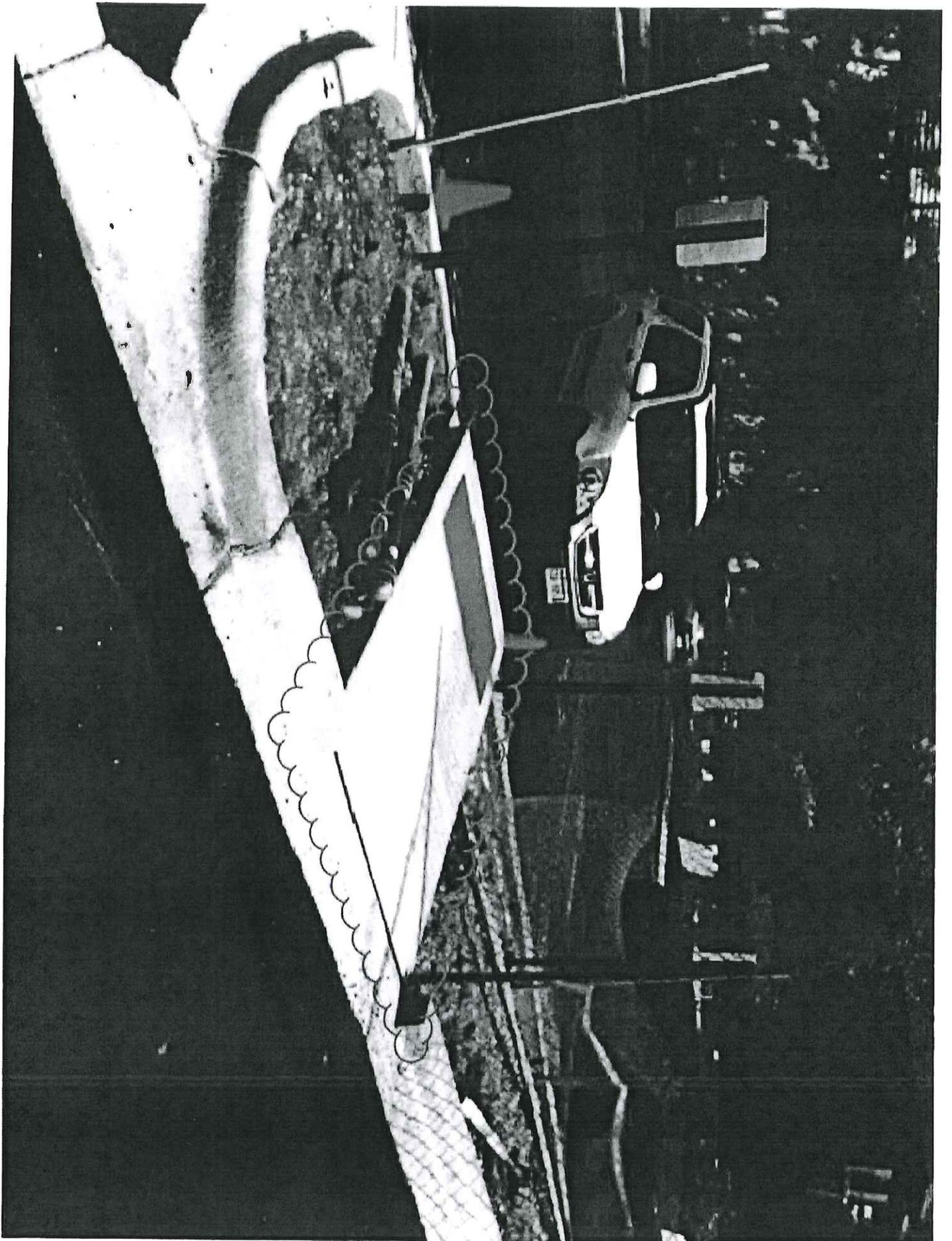
Date Sent

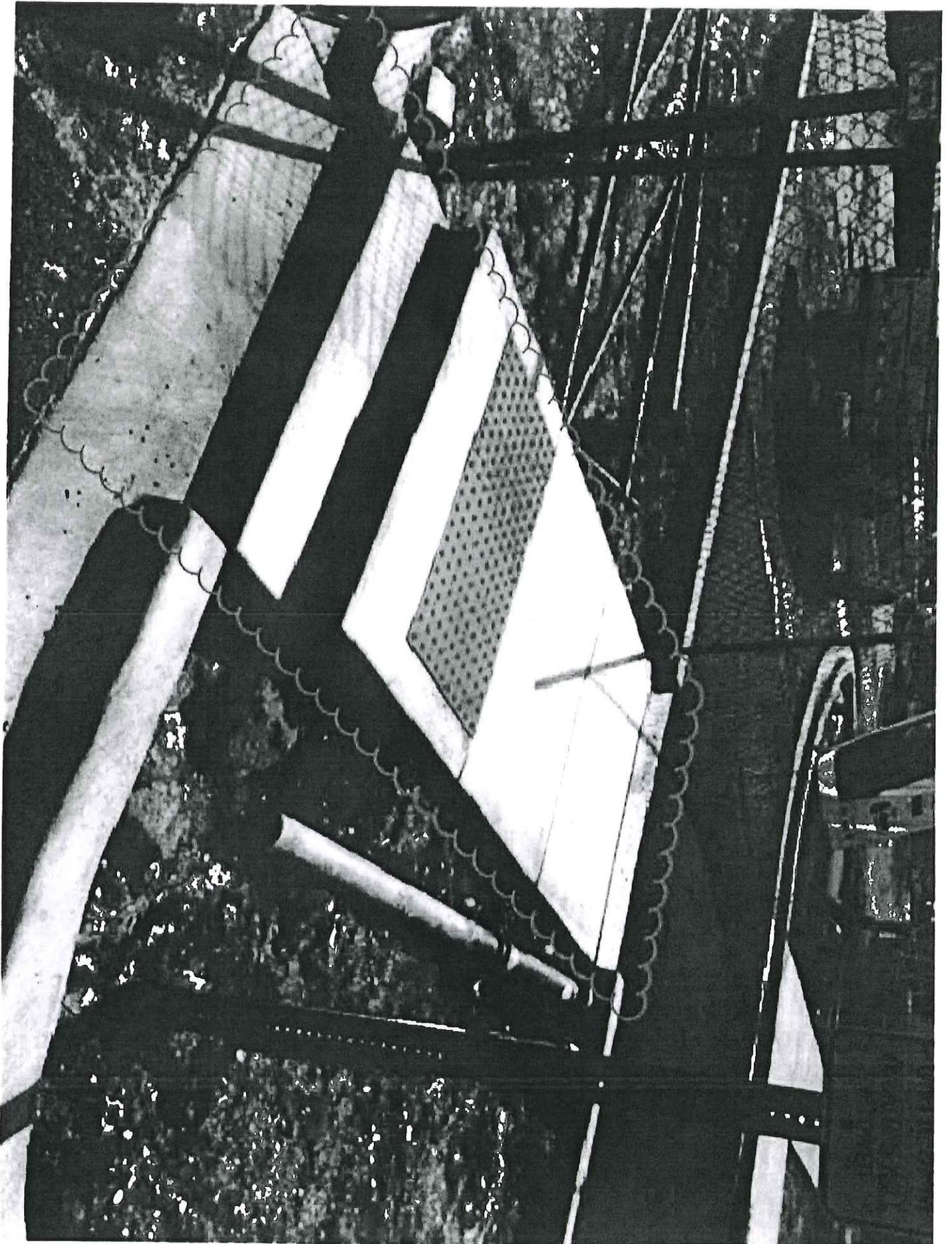
Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance





**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** October 11, 2016

**Agenda Item:** Resolution for Change Order No. 2 for WWTP Tuckpointing and Masonry Repairs Project

**Staff Recommendation:** Adopt Resolution

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

---

**Background:** The contract for the Waste Water Treatment Plant (WWTP) Tuckpointing and Masonry Repairs project was awarded to Action 1 Construction in the amount of \$47,925.00 at the August 23, 2016 Board meeting. An initial Change Order in the amount of \$3,360.00 was approved at the September 27, 2016 to remove the horizontal concrete beam flush to the wall and add concrete block to the remaining height of the tank in order to provide a flush surface for the skim coat.

As construction continues to proceed, upon removal of the brick façade from the West Secondary Digester wall it was discovered that the digester tank cover overhang was not rigidly secured to the tank wall. It is recommended by RHMG Engineering, Inc. and Staff to install angle brackets between the tank cover overhang and the wall in order to prevent movement of the cover and allow a proper seal between the tank wall and the cover.

This additional work will necessitate a Change Order in the amount of \$2,048.00. The adjusted contract price will be \$53,333.00, which includes both this and Change Order No. 1. Once again, no additional working days have been requested by the contractor to complete this work and the final project completion date will remain October 15, 2016.

Sufficient funds are available for the proposed change order in the Water and Sewer Capital Improvements Fund/WWTP Improvements. Administrative Staff recommends the adoption of the attached resolution for approval of Change Order No. 2 to the contract with Action 1 Construction for the WWTP Tuckpointing and Masonry Repairs Project. Four positive votes are required for approval.

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

A RESOLUTION APPROVING  
CHANGE ORDER NO. 2 TO THE CONTRACT  
BETWEEN THE VILLAGE OF LIBERTYVILLE AND  
ACTION ONE CONSTRUCTION, INC.

WHEREAS, the Village of Libertyville entered into a certain contract with Action One, Inc. for Wastewater Treatment Plant Tuck Pointing, Masonry Repair and Masonry removal Project which was approved by the President and Village Board of Trustees on August 23, 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 No. 2 is attached as Exhibit 1 for a net increase of \$2,048.00 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 1

Change Order No. 2

Order No. 2  
Date: 10/11/16  
Agreement Date: 08/23/16

Name of Project: Wastewater Treatment Plant Tuckpointing and Masonry Repairs  
Owner: Village of Libertyville  
Contractor: Action One Construction, Inc.

Justification: Install brackets to prevent movement of the cover allowing a proper seal between the tank wall and the cover.

Change of Contract Price

Original Contract Price:	\$47,925.00
Current Contract Price adjusted by Previous Change Orders:	\$51,285.00
The Contract Price due to this Change Order will be increased by:	\$ 2,048.00
The New Contract Price including this Change Order will be:	\$53,333.00

Approval Required:

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

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees



RHMG ENGINEERS, INC.

[www.rhmg.com](http://www.rhmg.com)

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

847 South Randall Road  
Unit 183, Elgin, IL 60123

October 5, 2016

Mr. Steve Vella  
WWTP Superintendent  
Village of Libertyville  
200 East Cook Street  
Libertyville, IL 60048

Re: Libertyville WWTP Tuck Pointing, Masonry Repair and Masonry Removal  
Change Order No. 2 – Digester Cover Brackets  
Action One Construction, Inc.  
RHMG Project No. 21614050A

Dear Mr. Vella,

Attached is Action One Construction's Change Order No. 2, dated October 5, 2016, for the amount of \$2,048.00. This work is required because of the unforeseen conditions at the digester tank cover and tank wall that were uncovered upon the removal of the brick facade from the tank wall. It was discovered that the digester tank cover overhang was not rigidly secured to the tank wall. The cover overhang needs to be fastener to tank wall to prevent movement of the cover overhang so that the cover seal can be installed. After discussing and reviewing the possible corrective actions with the Contractor and Village Staff the recommended solution is to install angle brackets between the tank cover overhang and tank wall as illustrated in the attached change order information.

RHMG and Action One discussed the required work and cost associated with this change order. We concur with the approach and cost proposed by Action One to perform the change order work. **Thus, we recommend approval of Change Order No. 2 for the Not-To-Exceed amount of \$2,048.00.**

If you have any questions, please do not hesitate to contact me at our Mundelein office.

Sincerely yours,

RHMG ENGINEERS, INC.

Steven E. Zamaites, P.E.  
Project Engineer

Attachments

**REQUEST FOR AUTHORIZATION OF CHANGES  
CHANGE ORDER NO. 2**

Project Name: Libertyville WWTP Tuck Pointing, Masonry Repair and Masonry Removal

To: <u>Village of Libertyville</u>	Project No: <u>RHMG 21614050A</u>
<u>200 East Cook Avenue</u>	City: <u>Libertyville</u>
<u>Libertyville, IL 60048</u>	County: <u>Lake</u>

Contractor: <u>Action One Construction, Inc.</u>	State: <u>Illinois</u>
<u>1855 N Leclaire Ave.</u>	Date: <u>10-05-2016</u>
<u>Chicago, IL 60639</u>	

The following change from the Plans in the construction of the above designated project is recommended:

	ADDITIONS	DEDUCTIONS
2.1. Install 32 angle brackets to secure the tank cover overhang to the CMU block wall. Two (2) brackets per section of the tank cover overhang. Cost to include all materials, fasteners, gaskets, sealant, labor and equipment for a complete installation. See attached figures for additional details.	\$2,048.00	

Amount of this Order:	\$ 2,048.00
Amount of Previous Order:	\$ 3,360.00
Original Contract Amount:	\$ 47,925.00
Original Contract Amount and Orders:	\$ 53,333.00

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Approval Recommended:  
  
 \_\_\_\_\_  
 RHMG ENGINEERS, INC.

Date: 05-10-2016

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
 Owner's Representative

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
 Contractor

## Change Order Request No. 2

---

Project Name: Libertyville Tuck Pointing, Masonry Repairs and Masonry Removal  
Project Number: 21614050  
Contractor: Action One Construction Company, Inc.  
Change Order: Digester Wall Reconfiguration  
Date: September 30, 2016

---

The Village of Libertyville is requesting an itemized cost proposal from Action One Construction Company for the installation of 32 angle brackets to secure the digester tank cover overhang to the CMU block wall as discussed at the September 28<sup>th</sup> site meeting and as illustrated in the attached figure. The angle brackets are to be installed after the installation of the tank coating.

Item No.	Description	Quantity	Unit	Unit Cost	Extension
1	Install 32 angle brackets to secure the tank cover overhang to the CMU block wall. Two (2) brackets per section of the tank cover overhang. Cost to include all materials, fasteners, gaskets, sealant, labor and equipment for a complete installation. See attached figures for additional details.	32	Each	\$64. <sup>00</sup>	\$2,048. <sup>00</sup>

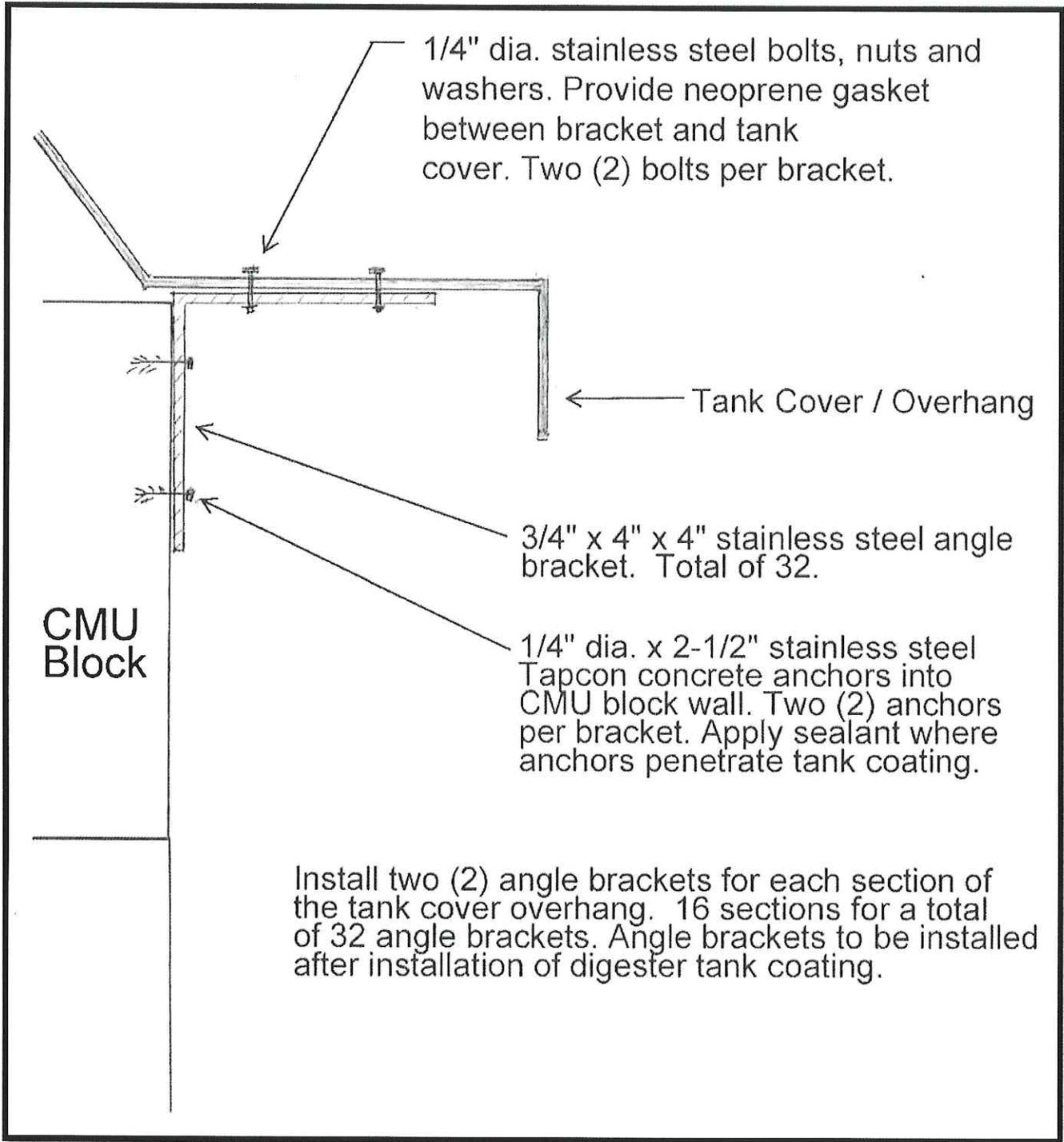
The Village of Libertyville will review the cost proposal in consideration of issuing a change order to the project.

Village of Libertyville Contact Information:

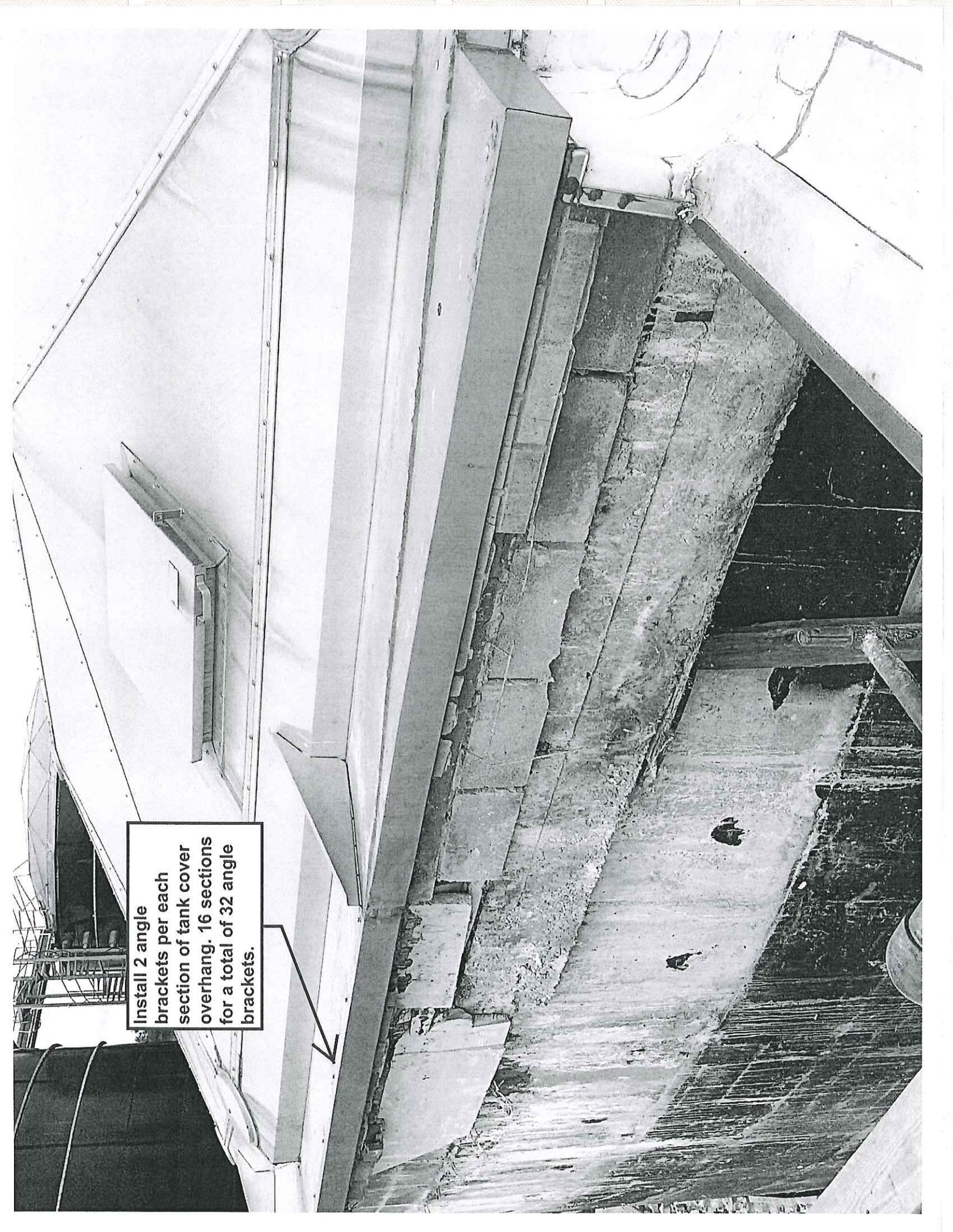
Steve Vella                      email: [svella@libertyville.com](mailto:svella@libertyville.com)                      phone: 847-918-2097

RHMG Contact Information:

Steven Zamaites                      email: [szamaites@rhmg.com](mailto:szamaites@rhmg.com)                      phone: 847-362-5959



**Village of Libertyville WWTP – Digester Tank Cover**



Install 2 angle brackets per each section of tank cover overhang. 16 sections for a total of 32 angle brackets.



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	October 11, 2016
<b>Agenda Item:</b>	Resolution for Amendment No. 1 to Professional Engineering Services Agreement for Basin 9 Sanitary Sewer Inflow & Infiltration Study - Phase I
<b>Staff Recommendation:</b>	Adopt Resolution
<b>Staff Contact:</b>	Paul Kendzior, P.E., C.F.M., Director of Public Works

---

**Background:** On June 14, 2016, the Village Board approved the Professional Engineering Services Agreement (Agreement) with Engineering Enterprises, Inc. (EEI) in the amount of \$55,642.00. The Agreement was to complete Phase I of the Basin 9 Sanitary Sewer Inflow and Infiltration (I & I) Study to identify sources of I & I and recommend corrective action measures. Basin 9 is roughly bordered by Illinois Route 176, Seventh Ave., Rockland Rd. and Garfield Ave.

The Study is underway and includes three (3) locations where flow meters have been installed to measure flows in various segments of the sanitary sewer system. Following completion of the initial flow monitoring and analysis of the obtained data, EEI is now proposing to install an additional four (4) flow meters at other strategic locations (please see the attached Exhibit) due to inaccurate atlas information and to obtain a better understanding of the system and to further ensure accurate evaluation of existing flows.

The proposed additional flow monitoring and data analysis work will result in a net increase of \$25,200.00 and will necessitate an Amendment to the Agreement. The adjusted Agreement price, including Amendment No. 1, will be \$80,842.00. \$330,000 has been allocated in the Water & Sewer Capital Improvement Fund for the Sanitary Inflow & Infiltration Engineering and Rehabilitation work.

Administrative staff recommends adoption of the attached resolution and approval for Amendment No. 1 to the Agreement with EEI. Four votes are required for approval.

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

A RESOLUTION APPROVING  
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF LIBERTYVILLE AND  
ENGINEERING ENTERPRISES, INC.

WHEREAS, the Village of Libertyville entered into a certain agreement with Engineering Enterprises, Inc. for the completion of the Basin 9 Sanitary Sewer I & I Study – Phase 1, which was approved by the President and Village Board of Trustees on June 14, 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 agreement signed and the amendment is in the best interest of the Village of Libertyville and authorized by law;

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

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

Section 2. Amendment No. 1 is attached as Exhibit A for a net increase of \$25,200.00 and attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

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

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

AYES:

NAYS:

ABSENT:

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

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

ATTEST:

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

EXHIBIT A

Amendment No. 1

Order No. 1  
Date: 10/11/16  
Agreement Date: 06/14/16

Name of Project: Basin 9 Sanitary Sewer Inflow & Infiltration Study – Phase 1  
Owner: Village of Libertyville  
Consultant: Engineering Enterprises, Inc.

Justification: Addition of four flow meter installations and resulting data analysis.

Change of Agreement Price

Original Agreement Price:	\$ 55,642.00
Current Agreement Price adjusted by Previous Amendments:	\$ 55,642.00
The Agreement Price due to this Amendment will be increased by:	\$ 25,200.00
The New Agreement Price including this Amendment will be:	\$ 80,842.00

Approval Required:

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

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



*Engineering Enterprises, Inc.*

October 4, 2016

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

**Re: *Supplemental Agreement to the Professional Engineering Services Agreement  
Village of Libertyville – Basin #9 Flow Monitoring***

Dear Mr. Kendzior:

We prepared this letter to serve as a Supplemental Agreement to the Professional Engineering Services Agreement approved by the Village Board on June 14, 2016 between the Village of Libertyville (Village) and Engineering Enterprises, Inc. (EEI) for providing additional engineering services related to four (4) additional flow metering locations.

Whereas, after further investigation by Village staff to clarify sanitary sewer mapping issues, we are recommending that the scope of services be expanded to assure accurate evaluation of existing flows in the sanitary sewer collection system in Basin #9. This Supplemental Agreement will provide compensation for the additional work.

Whereas, the foregoing changes were not anticipated and were not included in the original scope of work.

Whereas, it becomes necessary to expand the scope of services required under the said engineering agreement to cover the changes as summarized in Exhibit A, attached.

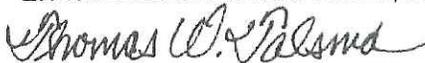
Whereas, compensation for all services rendered will be on a Lump Sum Fee basis in the amount of \$25,200.00. (Installation and servicing of 4 additional flow meters along with eight (8) weeks of monitoring). The total value of the service under this agreement following approval of the supplemental work will be  $\$55,642.00 + \$25,200 = \$80,842.00$ .

Save as to these provisions, all other terms and conditions of said engineering agreement are to remain in full force and effect.

If this Supplemental Agreement meets with Village of Libertyville's approval, please have the proper Village officials sign and date same where indicated on the next page and return one copy for our file.

Yours truly,

**ENGINEERING ENTERPRISES, INC.**



Thomas W. Talsma  
Vice President

**SUPPLEMENTAL AGREEMENT**

All terms and conditions of this Supplemental Agreement are hereby accepted by the Village of Libertyville for engineering services set forth above.

Executed by the Village of Libertyville:

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

Attest:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

Attest:

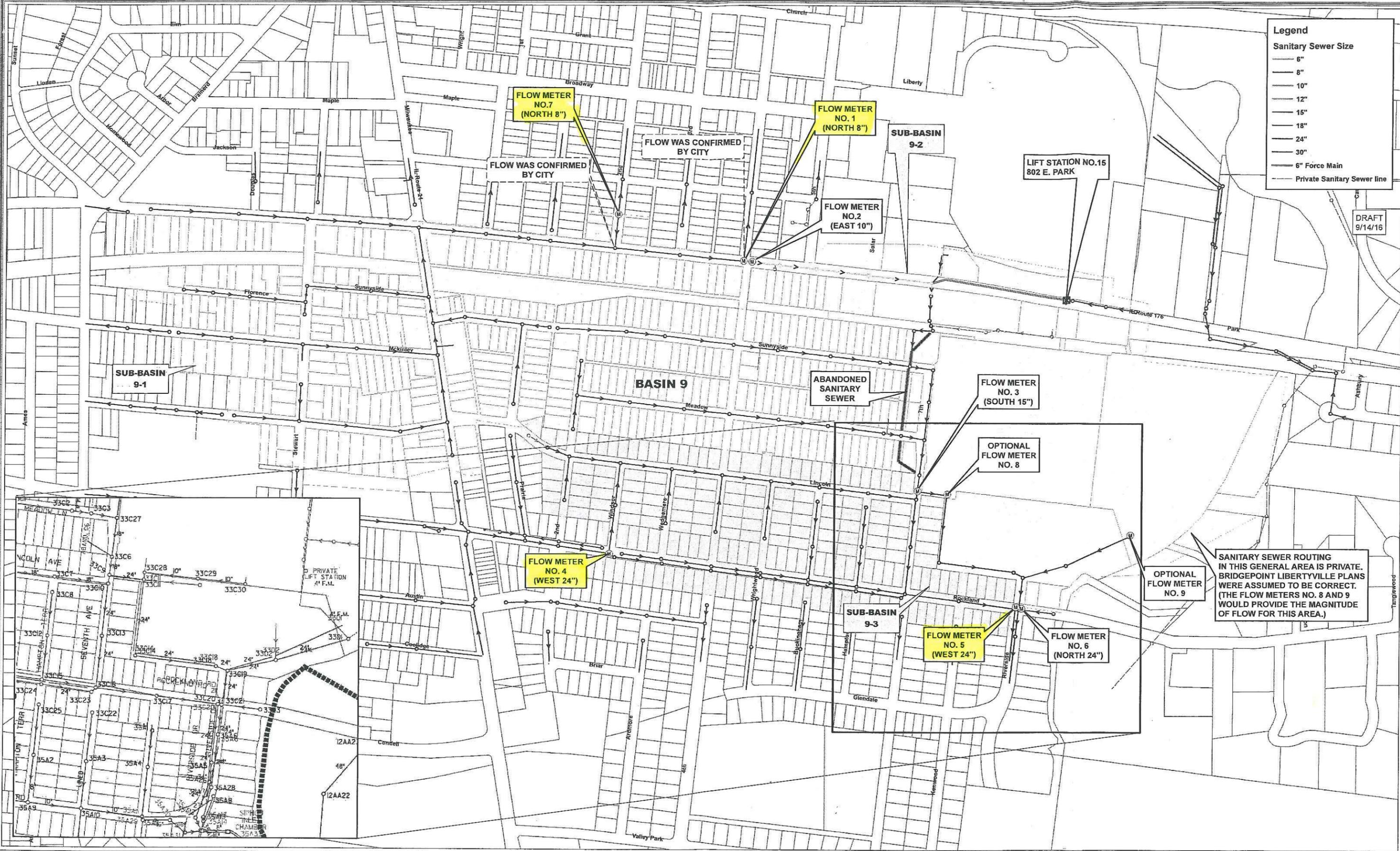
By:  \_\_\_\_\_

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

Title: Executive Assistant \_\_\_\_\_

Title: Vice President \_\_\_\_\_

(SEAL)



DRAFT  
9/14/16



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** Oct 11, 2016

**Agenda Item:** Purchase Replacement Fire Apparatus

**Staff Recommendation:** Authorize Purchase of Pumper/Tender from Pierce Manufacturing, Appleton, Wisconsin in the amount of \$693,482.00

**Staff Contact:** Richard M. Carani, Fire Chief  
Paul Kendzior, Director of Public Works

---

**Background:** The Fire Department has included the replacement of one fire engine in the 2016-17 Village Budget. The amount budgeted for the replacement of this apparatus is \$725,000. The new apparatus, a pumper/tender, would replace a reserve engine due for replacement in 2016 as well as the current water tender. This two for one purchase saves the Village money by combining the functions of these two vehicles, reduces vehicle maintenance, eliminates a future replacement vehicle, improves operational functionality, and opens space on the apparatus floor which is needed. Staff believes this vehicle option is the best for the Village and Fire District and offers significant savings over other options.

In preparing for this purchase, it was discovered that the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative did not have a fire apparatus bid on contract for 2016. Due to this fact, the Village joined the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Group for Government Purchasing in April in an effort to have a cooperative purchasing source. For previous new fire apparatus purchases, the Village has used the NWMC fire apparatus bid as a base competitive bid price.

The Fire Department has received a quote from Global Emergency Products, the local authorized dealer for Pierce, using the HGAC base price bid for a custom built Pierce Enforcer Pumper/Tender with a 1500 GPM pump and 2500 gallon water tank in the amount of \$693,482.00, which is \$31,518.00 under the budgeted amount. There are three prepayment options available which include:

1. 100% prepayment discount of \$21,876.00. Payment would be due November 1, 2016.
2. Chassis payment, of \$354,883.00 which is due 90 days before delivery for a discount of \$10,646.00
3. Full payment of \$693,482.00 due upon acceptance of the pumper/tender, no discount.

Additionally, the Libertyville Fire Protection District has agreed to participate in the purchase of this pumper/tender due to the special water needs in the Fire District areas. The cost to add the additional water hauling capacity to this vehicle is \$124,181.00. When the District contribution is factored in, the total Village cost for the pumper/tender is \$569,301.00 or \$155,699.00 under the 2017/16 budgeted amount for this vehicle. The Fire District has participated in vehicle purchases in the past and their continued support is appreciated.

Pierce fire apparatus is the Department's first choice for fire apparatus. The Fire Department and Public Works staff are very happy with the quality product Pierce manufactures. Our experience with Pierce has demonstrated that their product has superior quality, reliability, and an excellent warranty service. Fire and Public Works Staff is recommending this apparatus be purchased from Pierce in order to keep consistency in parts, electronics, service, training, and vehicle familiarity with respect to driving, pump operations and configuration of instruments.

Staff is recommending the Village Board authorize the purchase of a new Pierce Pumper/Tender in the amount of \$693,482.00 using the HGAC base bid pricing. Staff also recommends prepayment option number two, Village funds available in the vehicle replacement fund combined with the Fire District payment will allow for the needed funds to make the Chassis payment on or about May 1, 2017. The balance of the vehicle will be financed, reducing originally anticipated payment amounts. Four affirmative votes are required for approval.

# GLOBAL EMERGENCY PRODUCTS

1401 N. FARNSWORTH AVENUE – AURORA, ILLINOIS 60505



October 1, 2016

Libertyville Fire Department  
1551 N. Milwaukee Ave.  
Libertyville, IL. 60048

Subject: **Proposal for a Pierce Enforcer pumper/tanker per Pierce proposal #613 dated 10/1/2016.**

With regard to the above subject please find attached our completed proposal.

## Pricing Summary:

Sale Price – \$693,482.00

## Terms and Conditions:

Taxes – If Applicable.

Freight – F.O.B. – Libertyville, Il.

Terms – Net Due Upon Acceptance at Pierce Mfg. Inc. Appleton, Wi.

Delivery – 8 – 9 Months after Pierce acceptance.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The enclosed proposal is valid for 30 days.



Ph: (800) 322-7997

AUTHORIZED DEALER

Fax: (630) 978-1414



We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 815-653-4261.

We wish to thank the Libertyville Fire Department for the opportunity to submit our proposal,

Respectfully,

*Rick Berndt*

Rick Berndt  
Apparatus Sales  
Global Emergency Products

**Libertyville Fire Department.**  
**Libertyvill, Il.**  
**Options for the**  
**10/1/2016 pumper/tanker bid #613**

If the chassis is paid for 90 days before delivery at a cost of \$354,883.00 a discount of <\$10,646.00> will be applied to the final invoice.

If the Village of Libertyville would like to make a 100% prepayment with order placement a discount of <\$21,876.00> can be taken making the amount due with purchase order \$671,606.00.

**\*Note, this does include the chassis payment discount also.\***



Line	Option Code	Type	Option Description	Qty
45	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
46	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47	0617092		Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well Qty, Air Coupling (s) - 1	1
50	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
51	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
52	0630456		Valve, 2nd Parking Brake Control, Officer side, Saber FR/Enforcer	1
53	0610863		Engine, DDC DD13, 525 hp, 1850 lb-ft, W/OBD, EPA 2016, Enforcer	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0590300		Engine Brake, Jacobs Compression Brake, DD13 Switch, Engine Brake - f) DD13	1
56	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
57	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
58	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Right Side	1
59	0521150		Exhaust, Modified for Nederman System, 7.00" Diffuser	1
60	0648346		Radiator, Saber FR/Enforcer	1
61	0001090		Cooling Hoses, Rubber	1
62	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
63	0001129		Lines, Fuel	1
64	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Polished Stainless	1
65	0552793		Not Required, Fuel Priming Pump	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
68	0642582		Trans, Allison 5th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
69	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
70	0684459		Transmission Oil Cooler, Modine, External	1
71	0001375		Driveline, Spicer 1810	1
72	0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
73	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
74	0681841		Logo/Emblem, Not Required	1
75	0010793		Lube System, Vogel, 34 Point Location - behind the removable pump panel on the passenger side	1
76	0012245		Bumper, 19" Extended, Saber FR/Enforcer	1
77	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns Capacity, Bumper Tray - 20) 125' of 1.75" Grating, Bumper extension - Grating, Rubber	1
78	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
79	0658303		Box, Tool w/cover, Left Latch, Bumper Storage - D ring latch Stay arm, Tray Cover - b) Pneumatic Stay Arm	1
80	0625557		Hose Restraint, Not Required, Cover Included with Other Option	1
81	0002270		Tow Hooks, Chrome	1
82	0708643		Cab, Enforcer, 7024, Enclosed Top Mount	1
83	0647918		Engine Tunnel, DD13, Enforcer	1
84	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
85	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Painted	1
86	0639727		Cab Lift, Elec/Hyd, w/Manual Override, Saber FR/Enforcer	1
87	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
88	0002224		Scuffplates, S/S At Cab Door Jamb, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
89	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
90	0087357		Molding, Chrome on Side of Cab	1
91	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
92	0626898		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, 24" Raised Roof	1
93	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1

Line	Option Code	Type	Option Description	Qty
95	0627553		Steps, 4-Door Cab, Grip Strut Inserts, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
96	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1 Light Per Step 6lts	1
97	0002141		Fenders, s/s on cab - Saber/Enforcer	1
98	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
99	0615782		Windows, (2), Front of C/C, 24" Raised Roof, Enforcer	1
100	0613559		Window, Rear Side of CC, Upper, Fixed, 24" Raised Roof, Enforcer	1
101	0637322		Cab Interior, Vinyl Headliner, Saber FR/Enforcer Color, Cab Interior Vinyl/Fabric - c) Black Engine Tunnel Cover - Painted	1
102	0012430		Cab Interior, paint color Color, Cab Interior Paint - i) fire smoke gray	1
103	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
104	0644195		Heater/Defroster, Saber FR/Enforcer	1
105	0644194		Air Conditioning, Saber FR/Enforcer	1
106	0032085		Fan, Window Defrost, Two (2), Location Feature Location - in the crew cab over head of the rear facing SCBA seats with exact location given at print review	1
107	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
108	0587940		Fans, Window Defrost, Maradyne Crew Cab Location - at the corners of the crew cab windows with exact locations given at print review Qty, - 04	4
109	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
110	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
111	0583938		Lights, Engine Compt, Custom, Automatic Sw, Whelen 3SC0CDCR, 3" LED, Trim Qty, - 01	1
112	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
113	0583042		Side Roll and Frontal Impact Protection	1
114	0622619		Seating Capacity, 4 Seats	1
115	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
116	0632926		Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, Saber FR/Enforcer	1
117	0002517		Not Required, Radio Compartment	1
118	0635973		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
119	0102783		Not Required, Seat, Rr Facing C/C, Center	1
120	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
121	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
122	0103319		Not Required, Seat, Forward Facing C/C, Center	1
123	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
124	0089667		Upholstery, Seats In Cab, All Imperial 1200, All 911 Color, Cab Interior Vinyl/Fabric - c) Black	1
125	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
126	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
127	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
128	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt Color - Lens Switch Control, Dome Lt White - Door Switches and Lens Switch	1
129	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
130	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer Emergency Switching - E-Master Only	1
131	0002544		Air Restriction Indicator - Pierce Chassis	1
132	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
133	0543907		Light, Do Not Move Apparatus, Whelen L32LRF, Red LED Beacon Alarm, Do Not Move Truck - Pulsing Alarm	1
134	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
135	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
136	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1

Line	Option Code	Type	Option Description	Qty
137	0548006		Wiring, Spare, 15 A 12V DC 2nd 12vdc power from - Battery direct Location - at a location selected at print review Qty, - 01 Wire termination - Stud	1
138	0548004		Wiring, Spare, 15 A 12V DC 1st 12vdc power from - Battery direct Location, Spare Wiring - Officer Dash Qty, - 02 Wire termination - Butt Splice	2
139	0548007		Wiring, Spare, 15 A 12V DC 3rd 12vdc power from - Battery direct Location - at a location selected at print review Qty, - 01 Wire termination - Stud	1
140	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
141	0616382		Install Customer Provided GPS/Multimode Antenna(s) Qty, - 02	2
142	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
143	0624256		Electrical System, Enforcer Hard Wired	1
144	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
145	0008621		Battery System, Single Start, All Custom Chassis	1
146	0002698		Battery Compartment, Saber/Enforcer	1
147	0579436		Charger, Sngl Sys, Kussmaul, 1200, 091-187-12-Remote, 40 Amp	1
148	0662220		Location, Charger, Behind Driver Seat, Dash CF/Saber FR/Enforcer	1
149	0530949		Location, Battery Charger Indicator, Driver's Seat Riser	1
150	0016837		Shoreline, 20A 120V, Straight Blade NEMA 5-20 Connection, Shoreline - next to the air inlet in the driver step well Qty, - 01	1
151	0026800		Shoreline Location Location, Shoreline(s) - DS Extd Bumper	1
152	0566294		Alternator, 430 amp, Niehoff C680-1	1
153	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
154	0648596		Headlights, Rectangular Halogen, AXT/Dash CF/Saber/Enforcer	1
155	0648426		Light, Directional, Whelen 60A00TAR LED Arrow, Common Bzl, Above Headlts, Sab/Enf	1
156	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
157	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
158	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
159	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
160	0564683		Lights, Tail, Whelen M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
161	0561471		Lights, Backup, Whelen M6BUW, LED, For Tail Lt Housing	1
162	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd Location - under the rear driver side tailboard	1
163	0556842		Bezels, Whelen, (2) M6 Chrome Pierce, For mtg (4) Whelen M6 lights	1
164	0589905		Alarm, Back-up Warning, PRECO 1040	1
165	0586282		Wiring, Deutsch Connections, For All External 12V Electrical Light Components	1
166	0687604		Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	1
167	0617921		Lights, Perimeter Pump House, Amdor AY-9500-020 LED 2lts	1
168	0683575		Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
169	0643133	SP	Lights, Step, P25 LED 4lts, All Stp Lts, Ign, Parking Brake	1
170	0698589		Lights, Side Scene, Whelen M9LZC Gradient LED 1st Location, Scene Lights - PS Rear Of Cab Door (FR Cab & Qtm Only) 1lt Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - g) PS Cab Doors Switch, Lt Control 4 DC,4 - d) No Control	1
171	0698585		Lights, Side Scene, Whelen M9LZC Gradient LED 2nd Location, Lights - in front of the driver side crew cab doors as high as possible Qty, - 1	1

Line	Option Code	Type	Option Description	Qty
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - b) DS Cab Doors	
			Switch, Lt Control 4 DC,4 - d) No Control	
172	0586883		Bracket, S/S, 12V Recessed Flood Lights, Side Sheet, Each Location - on the forward and rearward upper corners of the hose bed side sheets Qty, - 04	4
173	0589799		Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 2nd Color, Wln Lt Housing - Red #106 Paint Location, Lights - at the rear of the apparatus below the hose bed one each side Qty, - 02	2
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - c) DS Rear of Apparatus	
			Switch, Lt Control 4 DC,4 - d) No Control	
174	0589798		Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 3rd Color, Wln Lt Housing - Red #106 Paint Location, Lights - on the forward and rearward upper corners of the passenger side hose bed side sheets Qty, - 02	2
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - h) PS Rear of Apparatus	
			Switch, Lt Control 4 DC,4 - d) No Control	
175	0589802		Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 1st Color, Wln Lt Housing - Red #106 Paint Location, Lights - on the forward and rearward upper corners of the driver side hose bed side sheets Qty, - 02	2
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - c) DS Rear of Apparatus	
			Switch, Lt Control 4 DC,4 - d) No Control	
176	0795778		Light, Visor, Wln, 12V PFS2* Pioneer LED Fld/Spt 1st Color, Wln Lt Housing - Whelen Fire Engine Red Control, Scene Lts - Cab Sw Panel DS Location, driver's/passenger's/center - centered Qty, - 01	1
177	0618289		Light, Visor, Whelen, 12V PFP2* Pioneer LED Floodlt 1st Color, Wln Lt Housing - Whelen Fire Engine Red Location, driver's/passenger's/center - 1DS & 1PS 15 Deg Out Qty, - 02	1
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
178	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
179	0645667		Lights, Front of Hose Bed, Whelen 60COELZR LED Control, Hose Bed Lts - DS Pump Panel Sw Light Bracket - Polished Stainless Steel Light Guard - Without Guard Location - in the center Qty, - 01	1
180	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
181	0709438		Light, Walking Surface, FRP Flood, LED	1
182	0070113		Tanker/Pumper, Alum	1
183	0554271		Body Skirt Height, 20"	1
184	0022603	SP	Tank, Water, 2450 Gallon, Poly, Tanker	1
185	0033407		Overflow,6" Water Tank, Tanker, Poly	1
186	0028104		Foam Cell Required	1
187	0034425		Modified Poly Tank for Folding Tank, Ladder Storage or Backboards Qty, - 1	1

Line	Option Code	Type	Option Description	Qty
188	0024431		Modified Poly Tank for Hard Suction Hose, One Side	1
189	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
190	0603409	SP	Tank Fill, Direct, Rear, 2.50" w/3.00" Plumbing Adapter, Elbow - 2.5"NST x 4.0" Storz Location, driver's/passenger's/center - driver & passenger Qty, - 02	2
191	0013434		Dump, 10" Newton, Rear, Manual, Tanker	1
192	0048710		Not Required, Jet Assist	1
193	0003441		Chute, Dump, 90 Degree, One Piece, Aluminum	1
194	0514778		Not Required, Switch, Tank Dump Master	1
195	0126644		Hose Bed, Aluminum, Tanker	1
196	0003481		Hose Bed Capacity, Special Capacity, Hosebed - 1000' of 5" and 500' of 3"	1
197	0003488		Divider, Hose Bed, Unpainted Qty, Hosebed Dividers - 1	1
198	0556777		Cover, Hose Bed, Alum Treadplate, Tanker	1
199	0681824		Door, Access, Aluminum Hose Bed Cover, Each Location - one for the water fill dome and one for the foam cell fill dome Qty, - 02	2
200	0649080		Gas Cylinders, 180 lb, Aluminum Hose Bed Cover	1
201	0665193		Flap, Rear of Alum Hose Bed Cover, One Piece, Vinyl Color, Vinyl Cover - c) black	1
202	0013512		Running Boards, 12.75" Deep	1
203	0689611		Tailboard, 20" Deep	1
204	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
205	0003540		Tow Eyes (2) (Tanker/Rescue)	1
206	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, runn - a) both sides Qty, Tray, Hose - 2	2
207	0003634		Tray, Hose, Running Board, Soft Suction Hose, 25' of 5.00" Location, Hose Tray, runn - a) both sides Qty, Tray, Hose - 2	2
208	0063560		Construction, Compt, Alum., Tanker	1
209	0013357		DS, 211" Tanker, Rollup, Full Height Front & Rear, FDLER	1
210	0020109		PS, 211" Tanker, Rollup, Low, FDLER	1
211	0692501		Doors, Gortite, Roll-up, Side Compartments Color, Gortite, Roll-up Door - Painted Latch, Gortite, Roll-up - Non-locking Liftbar Qty, Door Accessory - 06	6
212	0023895		Compt, Rear, Tool, Tanker	1
213	0033912		Door, Tanker, Rear Tool Compt, Aluminum Treadplate	1
214	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Location, Compartment Lights - All Body Compts Qty, - 06	6
215	0687146		Shelf Tracks, Painted Location, Shelf Track - D3, D2, D1, P1, P2 and D4 Qty, Shelf Track - 06	6
216	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Location, Shelves/Trays, Predefined - D1-At Transition Point, D1-Upper Third, D3-Centered Floor to Ceiling, D4-At Transition Point, D4-Upper Third and D2-Centered Floor to Ceiling Material Finish, Shelf - Painted - Spatter Gray Qty, Shelf - 06	6
217	0647045		Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 500lb, 2.00" Sides, 2G location - in compartments D1, D4, P1 and P2 Material - paint to match compt interior Qty, - 04	4
218	0645077		Rack, Zico Quic-Lift, PTS-HA, Hydraulic Tank Rack, PS, Cover Cover Material, Folding Tank Rack - Painted Smooth Aluminum - Job Color Size, Folding Tank - 3000 gallon	1
219	0004016		Rub Rail, Aluminum Extruded, Side of Body	1

Line	Option Code	Type	Option Description	Qty
220	0560198		Fender Crowns, Rear, S/S, Two Pair, Wider Than Std.	1
221	0004069		Hose, Hard Suction, 6.00", 10.00', Clear Corrugated PVC Qty, Hard Suction Hose - 2	2
222	0562972	SP	Trough, H.S.H., Below Tank, Stacked, w/Strainer, Tray, Extended Rear Door, Material & Finish, Storage - Aluminum Treaplate Latch, Door, Storage - Lift and Turn Latch Location, Hose Trough - a) driver side Make/Model - 6" Fol-Da-Tank with 1.5" siphon inlet	1
223	0624586		Handrails, Top Mount Enclosed Pump Panel, Per Print	1
224	0004126		Handrails, Beavertail, Standard	1
225	0004145		Handrail, Rear, Below Hose Bed, Tanker	1
226	0632936	SP	Compt, Air Bottle in Fender Panel Btwn Tandem, (3), Polished S/S Dr, Tanker Door Finish, Fender Compt - Polished Door Type - drop down with support cable Latch, Air Bottle Compt - Pair, Flush Lift & Turn Location, driver's/passenger's/center - passenger's side Qty, Air Bottle Comp - 1	1
227	0638299		Compt, Extinguisher in Fender Panel, 8.50" Square Door Finish, Fender Compt - Polished Insert, Air Bottle Compt - Dura-Surf Lining Latch, Air Bottle Compt - Flush Lift & Turn Location, Fender Compt - Single - PS Fwd and Single - PS Rear Qty, - 02	2
228	0004224		Ladder, 28' Duo-Safety 1200-A 2-Sect	1
229	0024232		Ladder, 16' Duo-Safety 875A Roof Qty, - 1	1
230	0018387	SP	Rack, Ladders, Belw Tank Tee, PS, Encl'd Rear, Tanker Door, Material & Finish, Ladder Storage - a) aluminum treadplate Latch, Door Ladder Storage - Lift and Turn	1
231	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - d) Ladder comp	1
232	0004259		Slides, Dura-Surf, Ladder Storage Rack	1
233	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Akron 10' Pike Pole	1
234	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Akron 6' Pike Pole	1
235	0024388		No Steps Required, Front Of Body	1
236	0024381		Steps, Tanker, Rear of Body	1
237	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
238	0004482		Seal, Mechanical, Waterous	1
239	0559769		Trans, Pump, Waterous C20 Series	1
240	0635600		Pumping Mode, Stationary Only	1
241	0605126		Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Waterous	1
242	0003148		Transmission Lock-up, EVS	1
243	0004547		Auxiliary Cooling System	1
244	0014486		Not Required, Transfer Valve, Stage Pump	1
245	0004517		Valve, Relief Intake, Elkhart, Set @ 125 PSI	1
246	0536322		Controller, Pressure, Pierce, Custom Chassis	1
247	0072153		Primer, Trident, Air Prime, Air Operated	1
248	0023533		Enclosure, Heat, w/ Rubber Boot	1
249	0058516		Manuals, Pump (2), CD	1
250	0603129		Plumbing, Stainless Steel and Hose, Single Stage Pump	1
251	0089437		Plumbing without Foam System	1
252	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
253	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
254	0014650		Short Suction Tube, Both Sides	1
255	0084610		Valves, Akron 8000 series- All	1
256	0004660		Inlet, Left Side, 2.50"	1
257	0004680		Inlet, Right Side, 2.50"	1
258	0004687		Valve, Inlet(s) Recess, Top Mount	1
259	0004710		Control, Inlet, at Top Mount Panel Qty, Inlets - 2	2

Line	Option Code	Type	Option Description	Qty
260	0544956		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, Saber, Dash-S, Imp, Vel Drain, Suction - Swing Handle Inlet, Size - Six	1
261	0014823		Control, Front Inlet, Electric, w/Indicator Lights	1
262	0009620		Intake Relief Valve, Front Inlet	1
263	0004788		Cap, Front Inlet, Long Handle, VLH	1
264	0004797		Swivel, Painted, 6.00" Front Inlet Color, Paint - Job color	1
265	0092569		No Rear Inlet (Large Dia) Requested	1
266	0092696		Not Required, Cap, Rear Inlet	1
267	0064116		No Rear Inlet Actuation Required	1
268	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
269	0092568		No Rear Auxiliary Inlet Requested	1
270	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
271	0644388		Tank to Pump, (1) 4.00" Valve, 4.00" Plumbing, Electric Control, Akron 9323	1
272	0024902		Outlet, Tank Fill, 3.00"	1
273	0004940		Outlet, Left Side, 2.50" Qty, Discharges - 02	2
274	0092570		Not Required, Outlets, Left Side Additional	1
275	0004945		Outlet, Right Side, 2.50" Qty, Discharges - 01	1
276	0092571		Not Required, Outlets, Right Side Additional	1
277	0654280		Outlet, 4.00" w/4.00" Valve, Right, Electric, Akron Electric Valve Controller	1
278	0649939		Outlet, Front, 1.50" w/2.00" Plumbing Drain, Front Outlet - Class 1 Automatic Fitting, Outlet - 1.50" NST with 90 degree swivel Location, Front, Single - in center bumper tray	1
279	0092575		Not Required, Outlet, Rear	1
280	0092574		Not Required, Outlet, Rear, Additional	1
281	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
282	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
283	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
284	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
285	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
286	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
287	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
288	0045099		Not Required, Elbow, Rear Outlets	1
289	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
290	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz Qty, - 01	1
291	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
292	0090927		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18	1
293	0543547		Monitor, Akron 3416, 5" Storz Inlet Monitor Finish - Painted	1
294	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 fog	1
295	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
296	0029216		Crosslay, (1) 1.50", Spl. Cap/Arrangement Capacity, Special Xlay - 200' of single stack 1.75" hose	1
297	0029196		Not Required, 2.50" Crosslay	1
298	0064892		Speed, (1) 1.5" (1) 2.5" w/Poly Tray, Top M/Side Cntrl, Std. Cap.	1
299	0591142		Hose Restraint, Speedlay, Vinyl, Strap Fasteners, Each Side Color, Vinyl Cover - a) red Qty, - 02 Restraint Location - Bottom (towards the ground) Type of fastener - Velcro straps	2
300	0615255		Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge	1
301	0038387	SP	Flap, Crosslay Ends, Vinyl, Jacket Snap Color, Vinyl Cover - a) red	1
302	0061439		Holder, Socket and Plunger, Pair, Crosslay Cover	1
303	0032137		Foam Sys, External	1
304	0012126		Not Required, CAF Compressor	1
305	0552517		Not Required, Refill, Foam Tank	1

Line	Option Code	Type	Option Description	Qty
306	0065412		Foam Outlet, 1", w/Quick Disc, Side Pnl, 3/8" Flush Location - at the driver side pump panel Qty, Foam Outlets - 01	1
307	0031896		Demonstration, Foam System, Dealer Provided	1
308	0055332		Foam Cell, 15 Gallon, Not Reduce Water Foam, Brand Name - given at print review Type of Foam - Class "A"	1
309	0091036		Drain, 1.00" Foam Tank #1	1
310	0091079		Not Required, Foam Tank #2	1
311	0091112		Not Required, Foam Tank Drain	1
312	0035509		Pump House, Top Mount, 52", Enclosed	1
313	0035570		Pump Panel Configuration, No Match Required	1
314	0635253		Material, Pump Panels, Top Control Painted FormCoat Black, Side Panels Painted Material Finish, Pump Panel, Side Control - Painted FormCoat Black Material Finish, Pump Panel, Top Control - Painted FormCoat Black Material, Pump Panel, Side Control - Aluminum Material, Pump Panel, Top Control - Aluminum	1
315	0035574		Panel, Pump Access - Both Sides	1
316	0035501		Pump House Structure, Std Height	1
317	0583824		Light, Pump Compt, Whelen 3SC0CDCR LED White Qty, - 02	2
318	0586382		Gauges, Engine, Included With Pressure Controller	1
319	0005601		Throttle Included w/ Pressure Controller	1
320	0549333		Indicators, Engine, Included with Pressure Controller	1
321	0553643		Control, Air Horn at Pump Panel w/Red Switch	1
322	0062555		Heater, One (1) 27,300 BTU Diesel Fired, w/ Controls In Cab	1
323	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
324	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
325	0536428		Gauge, Water Level, Pierce, In pressure Controller	1
326	0038751		No Water Level Gauge Req'd at Pump Panel	1
327	0060753		Water Level Gauge, Whelen PSTANK, LED 1-Light, 4-Level Activation, Water Level G - b) battery switched Location, Water Level Gauge - ES Between Cab Dr & CC Window and Rear Body - Tanker - Centered Qty, - 03	3
328	0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1
329	0648885		Light Shield, Top Mt, LED Strip Lights	1
330	0606697		Air Horns, (2) Grover, In Bumper	1
331	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
332	0006066		Control, Air Horn, DS & PS Lanyard	1
333	0549924		Siren, Federal PA300-012MSC 690010, Hi-Lo Tone, 200 Watt	1
334	0692039		Location, Electronic Siren, Center Console	1
335	0076156		Control, Elec Siren, Head Only	1
336	0550216		Speaker, (1) Federal, BP200-EF, 200 watt, Stainless Steel	1
337	0601555		Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Outbrd (Pos 7)	1
338	0016080		Siren, Federal Q2B	1
339	0006097		Location of Siren, Recessed in Bumper Location, Siren, Mech - b) right	1
340	0026163		Control, Mech Siren, DS & PS Foot Sw	1
341	0799187	SP	Lightbar, Whelen, Freedom IV-Q, 72", RRRWBR_Strobe_RBWRRR Filter, Whl Freedom Ltbrs - No Filters Momentary Opticom Activation - DS & PS Switch Opticom Activation - Cab Switch & E-Master Opticom Priority - b) High	1
342	0600233	SP	Lightbars, Whelen, Freedom IV, 2-21.5", RWBR RBWR Filter, Whl Freedom Ltbrs - No Filters Lightbar Location, Cab/Crew Cab - cc)over the crew cab doors	1
343	0016380		No Additional Lights Req'd, Side Zone Upper	1
344	0540384		Lights, Front Zone, Whelen M6*C LED, Clear Lens, in Common Bzl Color, Lt DS Front - Red Color, Lt PS Front - Red	1
345	0653937		Flasher, Headlight Alternating	1

Line	Option Code	Type	Option Description	Qty
346	0540692		Headlt flash deactivation - a)w/high beam Lights, Side Zone Lower, Whelen M6*C LED, Clear Lens, 3pr, Ovr 25 Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red Location, Lights Front Side - b)each side bumper Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Between Tandem	1
347	0564655		Lights, Rear Zone Lower, Whelen M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
348	0647017		Light, Rear Zone Upper, Whelen Rota-Beam R416*F LED Beacon Color, Beacon, DS LED's - Red Color, Beacon, PS LED's - Blue Color, Lens, LED's - c)clear	1
349	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
350	0036610		Rear Warning Brackets, Std Mount, S/S, Tanker	1
351	0056610		Mtg, Rear Warn Lts, Low Mount, S/S brkts	1
352	0016499		Power Supply, Whelen ISP-74 IPO UPS-64LX Qty, - 1	1
353	0658678	SP	Light, Traffic Directing, Whelen TAL85, 46.81" Long LED, RAAAAAAB Activation, Traffic Dir L - Control Head Only	1
354	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
355	0530281		Location, Traf Dir Lt Controller, Center Console	1
356	0006646		Electrical System, 120/240VAC, General Design	1
357	0602101		Generator, Harrison 3.6 kW Hydraulic, 30A 120VAC Hotshift PTO Generator Interlocks - No Interlocks	1
358	0006645		Location, Hydraulic Generator Above Pump Location, Generator(s) - Over Pump, Left Side	1
359	0016752		Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
360	0016757		Not Required, Remote Start, Generator	1
361	0016740		Not Required, Fuel System	1
362	0016767		Not Required, Oil Drain Extension, Generator	1
363	0016771		Not Required, Routing Exhaust, Generator	1
364	0006738		Circuit Breaker Panel w/Generator Location, CB Panel - compartment D4, water tank wall, forward and as high as possible	1
365	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire Finish, Reel - Painted Gray Location, Electric Cord Reel - Above Pump, Right Side, 1 Reel Qty, Cord Reels - 1 Reel Guide - c) No guide required	1
366	0006828		Cord, Electric, 10/3 Yellow, 3 Wire Connection, Cord - Direct connection Feet of Yellow Cord - e)200 Lengths of Elect Cord - 1	1
367	0619646		Box, Junc, Akron, 3Wire, 2-20A 120V Dup SB, 2-20A 120V TL Color, Electrical Junction Box, Akron - Gray (standard) Connection, Electric Plug / Inlet (Male) - Direct Connection Qty, - 1	1
368	0066629		Guide, Roller In Body Sheet Location - The roller guide will be mounted in front of the cord reel Qty, Roller Guide - 1	1
369	0538772		Strap, Velcro, For Junction Box Holder Qty, - 1	1
370	0006824		Holder, Junction Box, Tread Plate Aluminum Location, Junction Box Holder - Mount At Pick-Up Qty, - 1	1
371	0519934		Not Required, Brand, Hydraulic Tool System	1
372	0649753		Not Required, PTO Driven Hydraulic Tool System	1
373	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
374	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1

Line	Option Code	Type	Option Description	Qty
375	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
376	0602390		Strainer, Provided by Fire Department, Pumper NFPA 2016 Classification	1
377	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
378	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
379	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
380	059573		Paint, Single Color, Custom Paint Color, Predefined - #268 red matching the last job's 17553 and 20294	1
381	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Job Color, Lower	1
382	0693797		No Paint Required, Aluminum Front Wheels	1
383	0693792		No Paint Required, Aluminum Rear Wheels	1
384	0007230		Compartment, Painted, Spatter Gray	1
385	0544087		Reflective Band, 6" Color, Reflect Band - A - a) white	1
386	0007356		Reflective across Cab Face	1
387	0544911		Stripe, Chevron, Rear, Diamond Grade, Tanker/Pumper Color, Rear Chevron DG - fluorescent yellow green	1
388	0027341		Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1
389	0017359		Stripe, Black Outline, Vinyl on Reflective Band Qty, - 01	1
390	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - g) yellow	1
391	0027372		Lettering Specifications, (GOLD STAR Process)	1
392	0686428		Lettering, Gold Leaf, 3.00", (41-60) Outline, Lettering - Outline and Shade	1
393	0087257		Bracket, For Department Number Placards Location - per the department instructions at print review Qty, - 02	2
394	0686033		Lettering, Reflective, 4.00", Each Outline, Lettering - No Outline or Shade Qty, Lettering - 06	6
395	0686256		Lettering, Gold Leaf, 4.00", Each Outline, Lettering - Outline and Shade Qty, Lettering - 12	12
396	0026526		Lettering, Reflective, "Emergency Dial 911", Pair Color, Lettering - a) white Location, Lettering - the department instruction during the print review Size, Lettering, Reflect - 05	1
397	0503761		Plate, Smooth Aluminum for Lettering Location - per the department instructions during the print review Qty, - 02 Size - 6 x 16	2
398	0077032		Emblem, Eagle on Shield, Pair Location, Emblem - the unit per the department instructions during the print review	1
399	0014215		Emblem, Number in Circle, Gold Leaf, Each Location, Emblem - per the department instructions during the print review Qty, - 02	2
400	0003079		Rust proof/Undercoat, Cab & Body w/Roll-up Doors, Ziebart	1
401	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
402	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
403	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
404	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
405	0595239		(No Pick Required)	1
406	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
407	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
408	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
409	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
410	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1
411	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
412	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
413	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1

Line	Option Code	Type	Option Description	Qty
414	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
415	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
416	0685945		Warranty, Transmission Cooler, WA0216	1
417	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
418	0596026		Warranty, Structure, 5 Year, Tanker/Pumper, WA0005	1
419	0690936		Warranty, Roll up Doors, Not Required	1
420	0063510		Warranty, Pump, Waterous, 5 Year Parts, WA0225	1
421	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
422	0641372		Warranty, Foam System, Not Available	1
423	0609981		Warranty, Harrison Generator, 6 Year, WA0285	1
424	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
425	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
426	0683627		Certification, Vehicle Stability, CD0089	1
427	0610839		Certification, Engine Installation, Enforcer, Detroit DD13, 2016, CD0146	1
428	0686786		Certification, Power Steering, CD0098	1
429	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
430	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
431	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
432	0556828		Certification, Electric Window, Not Available	1
433	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
434	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
435	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
436	0545073		Amp Draw Report, NFPA Current Edition	1
437	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
438	0799248		Appleton/Florida BTO	1
439	0000019		TANKER	1
440	0000012		PIERCE CHASSIS	1
441	0562778		DD13 ENGINE	1
442	0046396		EVS 4000 Series TRANSMISSION	1
443	0020011		WATEROUS PUMP	1
444	0020009		POLY TANK	1
445	0028047		NO FOAM SYSTEM	1
446	0020005		TOP MOUNT	1
447	0020007		AKRON VALVES	1
448	0020014		FRONT SUCTION	1
449	0020015		ABS SYSTEM	1
450	0658751		Manufacturing Attribute	1



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** October 11, 2016

**Agenda Item:** Tree Removal Permit – 901 N. Butterfield Road

**Staff Recommendation:** To approve removal of trees.

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

---

**Background:** The Catholic Bishop of Chicago (CBC d/b/a Archdiocese of Chicago) is proposing to remove over 2,500 trees on their property at 901 N. Butterfield Road. During the preparation of an application for development review, a complete analysis of every tree on the site was completed by their arborist. It was noted that this is an abandoned tree nursery and that the trees, by virtue of the planting style and growth pattern, function as a significant safety and hazard issue at the site.

The Village hired Urban Forest Management, Inc. (UFM) to review the report. UFM agrees with the conclusion of the arborist's study with the exception of 38 trees that were not a part of the nursery. Through the development review process, the Appearance Review Commission has reviewed the issue and concurs with the tree removal with the retaining of the 38 trees specified. As the CBC has contended that the trees to be removed are hazardous, no replacement of the trees is required. Staff notes that this portion of the application for development of the site is being forwarded to the Village Board by the property owner in order to remove the trees this fall and winter season.

Four positive votes are required for approval.

# BURKE, WARREN, MACKAY & SERRITELLA, P.C.

330 NORTH WABASH AVENUE  
SUITE 2100  
CHICAGO, ILLINOIS 60611-3607  
TELEPHONE (312) 840-7000  
FACSIMILE (312) 840-7900  
www.burkelaw.com

Douglas E. Wambach  
Direct Dial Number  
(312) 840-7019  
dwambach@burkelaw.com

September 26, 2016

Mr. John P. Spoden, AICP  
Director of Community Development  
Village of Libertyville  
200 East Cook Avenue  
Libertyville, Illinois 60048

**RE: Tree Removal Permit – Butterfield Road Parcels 11-17-300-032 & 033**

Dear Mr. Spoden:

The Catholic Bishop of Chicago (CBC, d/b/a Archdiocese of Chicago) is the owner of the 40-acre parcel, located on the west side of Butterfield Road, east of the Pine Meadow Golf Club and south of Lake Street. On November 3, 2015, our Firm, on behalf of the CBC, filed an application to remove dead, diseased and hazardous trees on the former tree nursery on the 40-acre site.

Prior to filing the tree removal application, the CBC entered into a contract to sell the property to LV 2016, LLC, which was formed by The Roanoke Group (TRG) of Lake Bluff. The CBC was informed by TRG's consultant, Mr. Robert Kinnucan of Kinnucan Tree Experts & Landscape Company, that the trees on the CBC property consisted of an abandoned tree nursery. Mr. Kinnucan advised that, as a function of the nursery-style planting and years of neglect, a significant safety hazard existed on the property, and the trees should be removed. TRG provided the Village and the CBC with an extensive analysis of the site to support the issuance of a tree removal permit under Section 9-78 of the Village's Tree Ordinance.

Section 9-78 permits the owner of property to remove trees which meet the conditions identified in the Kinnucan report whether or not the property is part of a site development. Nevertheless, the Village advised the CBC by letters dated November 12, 2015 and December 16, 2015 that the tree removal application did not contain sufficient information for the Village to determine if the former nursery trees qualified for removal under Section 9-78.

Kinnucan updated its study to provide an analysis of every tree on the site at great expense. Kinnucan's report concluded that all of the former nursery trees and many of the native trees on the site meet one or more of the standards in Section 9-78 for removal. I have not enclosed Kinnucan's updated study because it is too voluminous to do so, but I understand that you have previously received that report.

# BURKE, WARREN, MACKAY & SERRITELLA, P.C.

The Village engaged Mr. Chuck Stewart of Urban Forest Management to review Kinnucan's assessment. Mr. Stewart identified 38 trees that did not meet the Section 9-78 standards of the Village Tree Ordinance and concurred with Kinnucan's assessment of the condition of the remaining former nursery trees.

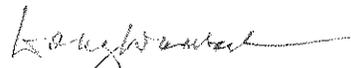
TRG retained noted arborist Mr. Mark Duntemann of Natural Path Urban Forestry Consultants to review the conclusions of Mr. Kinnucan and Mr. Stewart. Mr. Duntemann issued a report dated May 9, 2016 in which he agreed that, with the exception of the 38 trees identified by Mr. Stewart, the former nursery trees meet the criteria for removal in Section 9-78 of the Village Tree Ordinance. A copy of Mr. Duntemann's report is enclosed.

Mr. Stewart put his conclusions in writing in a memorandum dated May 11, 2016 in which he characterized the former nursery trees as "a potential liability." A copy of Mr. Stewart's memorandum is enclosed.

The CBC was informed by the Illinois Department of Natural Resources ("IDNR") that tree removal in the vicinity of the property should not take place between April 1 and October 14 due to the potential presence of an endangered species of bat. The CBC was also informed that, on September 19, 2016, TRG received a recommendation from the Village's Appearance Review Commission (ARC) for approval of its development plan, which plan includes the preservation or transplantation of the 38 trees that were identified by Mr. Stewart as being trees that should be preserved under the Village's Tree Ordinance. The head of the ARC also agreed with the assessment from Mr. Kinnucan that until the hazardous trees are removed it is not possible to assess the feasibility of preserving the 38 trees identified by Mr. Stewart. Mr. Kinnucan's letter of September 8, 2016 regarding the feasibility of preserving those trees is enclosed.

The CBC believes it has met all requirements of Section 9-78 the Libertyville Tree Ordinance and the Village is required to issue the tree removal permit pursuant to the application filed in November 2015. Every day that the dead, diseased and hazardous trees remain on the property is a major concern to the CBC as owner and exposes the CBC to potential liability. The CBC cannot wait until the Village takes final action on a development plan that may or may not be approved for the tree removal permit due to the potential liability identified by Mr. Stewart and confirmed by Mr. Duntemann. The CBC respectfully requests that the requested tree removal permit be issued immediately to allow for removal of the trees meeting the criteria of Section 9-78 commencing on October 19, 2016. Please advise the undersigned when the permit will be available and we will arrange for our contractor to pick up the permit and pay the applicable fee.

Very truly yours,



Douglas E. Wambach

cc: Mr. Kevin Marzalik  
Mr. Eric Wollan  
Ms. Hortensia C. Esquivel  
Mr. Gerald Callaghan



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

Bruce Rauner, Governor

Wayne A. Rosenthal, Director

April 05, 2016

Michael Stockwell  
9575 W. Higgins Road  
Suite 500  
Rosemont, IL 60018

**RE: 40-Acre Parcel**  
**Project Number(s): 1508706**  
**County: Lake**

Dear Mr. Stockwell:

This letter concerns the Endangered Species Consultation for the project noted above, located in Lake County, Township 44 North, Range 11 East, Sections 17 & 18. This project was submitted for consultation in accordance with the Illinois Endangered Species Protection Act [520 ILCS 10/11], the Illinois Natural Areas Preservation Act [525 ILCS 30/17], and Title 17 Illinois Administrative Code Part 1075.

The project consists of potential land development of a 40-acre parcel in Libertyville, IL.

The Department has completed its review of the project and determined that, with the exception below, the resources identified by EcoCAT in the vicinity are unlikely to be affected.

The state and federally endangered **Northern Long-eared Bat** (*Myotis septentrionalis*) is known to occur in the vicinity of the project. To avoid any impact to this species the Department recommends:

- No trees should be removed between the dates of April 1 and October 14.
- If construction time occurs outside of the recommended timeframe, the project activities could result in a take of this species, which is a violation of the Illinois Endangered Species Protection Act. "Take" means, in reference to animals and animal products, to harm, hunt, shoot, pursue, lure, wound, kill, destroy, harass, gig, spear, ensnare, trap, capture, collect, or to attempt to engage in such a conduct. Because of the likelihood of a take, the Department recommends consideration of applying for Incidental Take Authorization (ITA) for the **Northern Long-eared Bat** in accordance with 17 Ill Adm. Code Part 1080. Communication concerning the ITA application should be directed to Jenny Skufca, Office Resource Conservation, 217-557-8243 or [Jenny.Skufca@illinois.gov](mailto:Jenny.Skufca@illinois.gov). There is an option of conducting a mist-netting survey to

verify the presence of the species before applying but it will delay the issuance of the ITA.

Consultation under 17 Ill. Adm. Code Part 1075 is completed. In accordance with 17 Ill. Adm. Code 1075.40(h), please notify the Department of your decision regarding these recommendations.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Sincerely,

Natalia Jones  
Impact Assessment Section  
217-785-5500  
natalia.jones@illinois.gov



**KINNUCAN**

The Roanoke Group  
Mr. Peter Kyte  
22 E Scranton Ave  
Lake Bluff, IL 60044

September 8, 2016

Re: Oak Trails Development

Dear Peter,

Enjoyed our meeting today reviewing the "technical plan" schematic for the proposed Oak Trails Development in Libertyville.

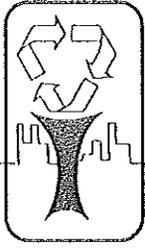
I have several issues/comments at this time regarding this project.

1.) The trees in the abandoned nursery should be removed immediately as these trees are identified as hazardous and present a significant liability to the property owners as well as anyone associated with the property. This opinion is confirmed by two other consulting arborists that have reviewed the site.

2.) Myself and Mr. Chuck Stewart in April 2016 identified thirty-eight (38) trees as located on a "technical plan" schematic. Upon review, although trees at this time appear healthy, it is important to remember it is impossible to predict life and longevity of any living thing. From my forty-six (46) years as a practicing arborist, I have seen buildings, roads, driveways, etc. moved with the intent of preserving certain trees. Unfortunately, too often these trees died from insects, disease, structural failure, or possibly construction activities. Furthermore, the thirty-eight (38) trees as tagged have existed within a "plant community" which needs to be removed because it contains dead/hazardous trees. Simply changing a microclimate can fatality stress certain trees. Consequently, although ones intention maybe to save these trees, please keep in mind it is not possible to predict the survivability of any tree, nature makes the rules. In my opinion, realigning or modifying the plan as it now exits would not guarantee the survivability of these trees.

Sincerely,

Robert C. Kinnucan



Urban Forest Management, Inc.

---

**MEMORANDUM**

**DATE:** May 11, 2016

**TO:** John Spoden  
Director of Community Development  
Village of Libertyville

**FROM:** Charles Stewart  
Vice President  
Urban Forest Management, Inc.

**RE:** Catholic Bishop of Chicago Property  
Assessment of Existing Trees on the West side of Butterfield Road

---

**Background**

Urban Forest Management, Inc. was contacted by the Village of Libertyville in December of 2015. My assignment was to assist staff in the review, assessment, and management of the existing trees on the site. On December 18, 2015, I had my first meeting on site with Roanoke's Arborist, Bob Kinnucan, and Village staff and officials. The intent of meeting was to get an overview of the site and the existing trees on the site and to discuss concerns of regarding potentially hazards trees.

In January of 2016 Arborist Bob Kinnucan began documenting potentially hazardous trees on the site. I met with him on site on January 21, 2016 to review protocols and work to date. We met again on January 31, 2016. On February 25, 2016, his report, dated February 24, 2016, was submitted to the Village.

After reviewing Arborist Kinnucan's report, I wanted to make my own assessment of the existing trees on the site based on the original inventory of the trees by Mackie Consultants, the engineering company for Roanoke. I completed my field review of the initial tree inventory on March 22, 2016. The summary of the initial tree inventory data is included in Exhibit A.

On April 12, 2016 I met on site with Arborist Kinnucan to look for trees to be considered for saving. The data from this analysis is included in Exhibit B.

**Assessment of Existing Trees**

The existing trees on site are found in the remnants of the abandoned nursery, along the east and west edges of the remnants of the abandoned nursery, and in the native woods area adjacent to the southeast corner of the abandoned nursery. All of these areas have been neglected for decades. Dead, dying, and damaged trees are prevalent. Low quality, successional tree species and invasive species are prominent in the east and west edges of the remnants of the abandoned nursery. Even the native woods are seriously degraded.

### **Abandoned Nursery Remnants**

Today the number of remaining nursery grown trees is considerably less than the number of trees that can be seen in the 1946 aerial photograph in Arborist Kinnucan's report, however, the spacing of the remaining trees still reflects the nursery rows that are so clearly seen in the 1946 aerial photograph, which has resulted in the remaining nursery trees growing very tall and developing very little trunk taper. It is the trunk taper that gives the trees strength against the wind. Because of the spacing of the trees and the canopy closure that creates heavy shade patterns on the ground; all of the lower tree branches have died and fallen away over the decades of neglect. It is the lower branches along the trunk of the tree as the tree develops that provide the taper to the trunk. The only trees in this large, dense grove of trees that have lower trunk branches and observable trunk taper are the edge trees that have access to the sun. Tall and straight trees are very susceptible to storm damage. In the middle of a dense grove of trees their high tops are prone to breakage. As this dense grove thins out, and the interior trees are no longer protected by adjacent trees, the interior tall and straight trees are prone to fail at an even greater rate.

### **Abandoned Nursery Remnants Edges**

The encroaching invasive species along the east and west edges of the remnant nursery that we see today are the result of the elimination of the nursery rows that can be seen in the 1946 aerial photograph.

The east edge is adjacent to the plowed field and the edge trees are a collection of invasive plants and successional trees such as box elder, silver maple, and ash.

The west edge of the remnant nursery is populated by the same invasive and successional trees that can be seen on the east edge. The west edge is adjacent to the golf course and property to the west. This edge has a few desirable trees. Arborist Kinnucan and I walked the entire west edge of the remnant nursery from the north end to the south end. The 38 trees included in Exhibit B were located along this edge.

### **Native Woods**

The Native Woods has suffered from neglect as noted in Exhibit C from Arborist Kinnucan's report. Yet, it still has great potential and properly renovated and managed it will be an asset to the community for many years.

### **Summary**

Trees will be one of two things; they will be an asset or they will be a liability. Having spent many hours on the site it is clear to me that the majority of the trees on the site are a potential liability. It is important to have species diversity and size diversity in the urban forest and it is equally important to properly manage and maintain the urban forest. Recovering the native woods and creating a new component to the urban forest of the Libertyville community would create a large number of tree assets for the future.

**EXHIBIT A: Summary of Mackie Inventory by Species:**

Species (Common Name)	Cond. 1	Cond. 2	Cond. 3	Cond. 4	Cond. 5	Number of Trees	Percentage of Trees
						Inventoried	Inventoried
American Elm		6	213	18	3	240	7.82%
American Sycamore			1	1		2	0.07%
Bitternut Hickory		17	16	2		35	1.14%
Black Cherry		7	577	72	7	663	21.61%
Black Willow			3	1		4	0.13%
Blue Spruce		1	43	1		45	1.47%
Box Elder			252	67	17	336	10.95%
Bur Oak		3	2	1		6	0.20%
Eastern Cottonwood		10	65	1	1	77	2.51%
Eastern Red Cedar			27	5		32	1.04%
Green Ash		4	93	20		117	3.81%
Hawthorn			1	1		2	0.07%
Northern White Cedar			104	3		107	3.49%
Norway Maple		20	485	84	7	596	19.43%
Prairie Crab Apple			1			1	0.03%
Red Mulberry		1	63	17	3	84	2.74%
Red Oak		58	50	8	1	117	3.81%
Red Pine				1		1	0.03%
Shagbark Hickory		47	27	5		79	2.57%
Siberian Elm	1	2	278	97	11	389	12.68%
Silver Maple			21	7		28	0.91%
Tulip			1			1	0.03%
White Ash			1	1		2	0.07%
White Fir		2	27	2		31	1.01%
White Oak		43	29	1		73	2.38%
<b>Grand Total</b>	<b>1</b>	<b>221</b>	<b>2380</b>	<b>416</b>	<b>50</b>	<b>3068</b>	<b>100.00%</b>

***EXHIBIT B: C. Stewart Report on Inventory of Trees to be Considered for Preservation***

Oak Trails of Libertyville / St. Mary of the Lake Seminary  
Review of existing trees and identify trees that may be considered for saving  
Chuck Stewart and Bob Kinnucan  
April 14, 2016

Comments:

1. Select trees that are:
  - Desirable native species
  - Healthy
  - Going to have longevity
  - Planted by Mother Nature
  - Not remnants of the old nursery stock
2. The selected trees are to be added to the engineering plans and identified on the plans by tag number, the base elevation of the tree, and the critical root zone of the tree.
3. There may be some duplicate tag numbers in the inventory listing.
4. There is a large bur oak at the very north portion of the site where an entrance for general access or emergency access may be constructed. The tree appears to be in the gas pump area.  
It appears that this tree is not in the inventory listing. It needs to be added to the inventory listing and located in the field.

Tag numbers of 38 selected trees:

350, 359, 404, 412, 417, 419, 420, 421, 426, 422, 442, 465, 624, 566, 568, 572, 780, 797, 800, 802, 803, 804, 805, 970, 989, 1068, 1750, 1731, 1745, 1751, 1752, 1755, 1808, 1822, 1901, 518, 521, 513.

**EXHIBIT C: Arborist Kinnucan's Native Woods Report**

Native Woods: Arborist Overview

Arborist Statement: Native Woods

- (1) The native tree species that are indigenous to this site consist of Oaks and Hickory trees; some of these trees are over 100 years of age and all effort should be made to preserve these trees if they are not dead
- (2) Significant population of non-native trees and thick understory vegetation that is competing with the native species for limited natural resources
- (3) Large quantity of fallen forest debris indicative of an unmaintained forest that is maturing and neglected
- (4) Area requires proper forest management practices to reinvigorate and restore this forest ecosystem

Forest Management Restoration Process: Native Woods

1. Remove all invasive "undesirable" tree species
2. Clear out invasive understory growth and debris

See "Native Restoration" slides for examples of this process  
See Appendix for additional information

Area Statistics:	440	Tagged Trees
Native Species:	93	Oak Trees
	81	Hickory Trees (Species not in Libertyville Ordinance)
	174	Total Native Trees (+/- 40%) (1)
Invasive Species:	49	Elm and Ash Species (Undesirable Species - Disease)
	105	Black Cherry (Undesirable Species)
	64	Box Elder (Undesirable Species)
	33	Cottonwood Eastern (Undesirable Species)
	4	Willow Black (Undesirable Species)
	3	Silver Maple (Undesirable Species)
	8	Red Mulberry (Undesirable, Species not in Ordinance)
	266	Total Invasive Species (+/- 60%)

(1) A number of 174 Native Oak and Hickory trees are dead; however the removal permit for this area only includes the invasive species listed above; these trees fall under "undesirable" classification in the Village of Libertyville Tree Ordinance



## Natural Path Urban Forestry Consultants

*Providing customized forest management for urban and rural communities*

---

**TO:** Peter Kyte  
Robert Kinnucan

**FROM:** Mark Duntemann

**DATE:** May 9, 2016

**SUBJECT:** Assessment of Existing Trees at Proposed Oak Trails Development

At your request, I made a number of site visits to the property associated with the proposed Oak Trails development to provide an overall assessment of the existing trees on the property. I was provided a copy of the Village of Libertyville's Tree Preservation Codes, data from two separate tree surveys that were conducted for the site and a plat of survey identifying property boundaries and all of the tagged trees.

My understanding is that The Roanoke Group is seeking a tree removal permit from the Village of Libertyville.

I was asked to review the Code and all material related to The Roanoke Group's tree removal permit application. In addition to the material review, I was asked to conduct a site assessment of the trees and provide an opinion as to whether the conditions of Section 9-78 of the Code are satisfied.

### **Summary of Opinions**

---

Section 9-78 of the Code defines the criteria justifying removal. The criteria are provided here as a reference for the narrative that follows:

- (a) The condition or location of the tree represents a safety hazard to pedestrian or vehicle traffic or a threat to public safety.
- (b) The tree poses a safety hazard to structures or utilities on or adjacent to the property on which the tree is located.
- (c) The tree is infested, or incurably diseased, or has been severely weakened by age, storm, fire or other injury.
- (d) Good forestry practice requires removal. Such forestry practice includes such considerations as the number of healthy trees a given parcel of land will support.

Removal of the trees sought to be removed—with the exception of 38 trees in the deciduous nursery area, discussed below—is justified because one or more of the conditions for removal are satisfied. The reasons supporting my conclusions are explained in detail below.

Further, The Roanoke Group's plan meets the intent of the Code by focusing on preserving those trees that have an ecologic significance to the area; that perpetuate the trees most likely to survive construction, provide a long-lasting economic, environmental and aesthetic contribution to the community and residents; and reduces the high potential risk to the community that currently exists.

## Observations

---

Three separate site visits were conducted. I made a site visit on April 5<sup>th</sup> and 6<sup>th</sup> to assess the overall condition of the trees in question. I thoroughly covered both the "natural area" and the two distinct nursery areas (the deciduous grove and the conifer grove). I selected certain trees distributed through the site and photographed the ID tag and any visual issues observed. The purpose of this exercise was to correlate observations on the ground against data contained in the two tree surveys provided to me.

The natural area contained a mix of native species, specifically bur oak, white oak and shagbark hickory. Additional species included, among others, box elder, hackberry, green ash and black cherry. A range of diameters existed for all species identified. The deciduous portion of the old nursery contained a mix of species, but was dominated by large-diameter, tall sugar maple and tuliptree poplar. The coniferous portion of the old nursery contained a mix of northern white cedar, Douglas-fir, pine and spruce.

Mark Younger, of NPUFC, made a third and final site visit on May 3<sup>rd</sup> to assess the overall condition and appropriateness for preservation of thirty-eight trees recently flagged by the Village. The trees, more or less, bordered the west edge of the property in the area referred to as the deciduous nursery. Accompanying this report is a list of the thirty-eight trees assessed along with their condition (Attachment 1 – Tree List). The trees species that appear in bold are species corrections from the original survey. The condition rating was based on an assessment methodology defined in the 9<sup>th</sup> edition of the Council of Tree and Landscape Appraisal's (CTLA) Tree Appraisal Guide.

## Safety Risk Discussion

---

After reviewing the data and comparing it against the surveyed trees in the field, the Kinnucan Tree Survey appears to more accurately identify the species, current health and structural integrity of the trees in question. The Village's Tree Preservation Code is fairly clear on what the Village considers undesirable trees, such as ash, black cherry, etc. Recent discussions appear to center on the trees in the nursery area that may be considered desirable, yet may also be considered hazardous. Tree risk in the United States is determined by using methodologies developed by the International Society of Arboriculture (ISA). These methods involve evaluating the following three factors:

1. The likelihood of a tree or tree part failing,
2. The likelihood of striking a target, if the identified part fails, and
3. The consequences if both likelihoods occur.

The evaluation of risk associated with an individual tree is further complicated by the fact that every tree part has some level of risk associated with it. Additionally, these parts can potentially affect multiple targets. Tree risk management tries to contend with system-level risk reduction.

The likelihood of an individual part failing is determined by, among other things, the physiology of the tree, structural defects, and site conditions. Examples of structural or physiological defects observed on the subject site that can heighten the likelihood of failure include:

1. Decay that diminishes a tree's capacity to withstand internal and external loads and stresses, especially at high stress points such as the base of the tree
2. Weak branch unions that become a greater risk over time as trees add weight from new growth.
3. Dead stems that decay over time and weaken the trees capacity to withstand external loads.
4. Trees with long lever arms, that is, the distance from the base of the tree, or branch union, to the middle of the tree crown, the greater the likelihood of failure. (See Image 1). The longer the lever arm, the greater the stresses on the stem from torsion, compression, shear and tension (See Image 2 for an off-site example).  
(Photo Credits: ISA Tree Risk Assessment Qualification Manual, 2014)

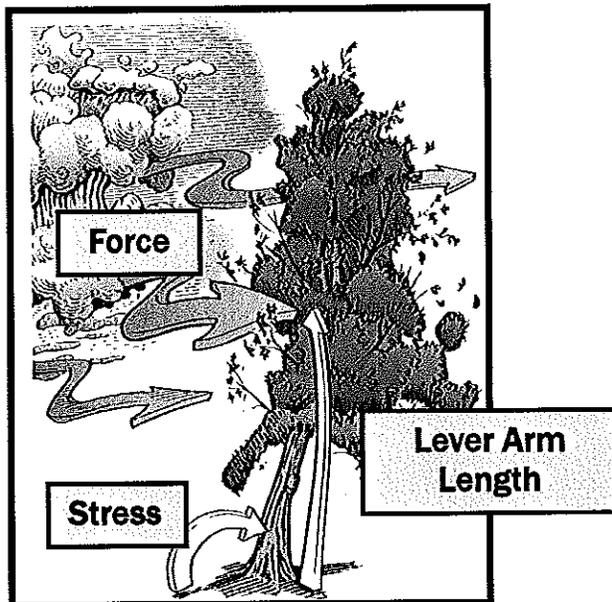


Image 1



Image 2

### Native Area

The native area at the south end of the property contains a broad mix of native hardwoods and invasive trees. These serve as both understory and overstory trees. The details from the two surveys and my site visits clearly identified a large number of trees with significant structural issues. These issues, in turn, substantially increase the risk level within this specific area of the property. To mitigate the current risk that exists, trees with issues that are precursors to whole tree or significant-sized branch failure should be removed. High-quality native trees that would be viewed as benefits to the site should receive, as a minimum, an A300 crown cleaning.

The trees in the native area that are tentatively identified with a designation of "remove" in the support material of the permit application meet one or more of the requirements of the Section 9-78 of the Code.

These trees had visually obvious structural defects that significantly increase the likelihood of tree or branch failure. The most prevalent issues noted were basal decay, poor branch unions, and standing dead trees. As the use of the site increases or as the site changes, the risk potential from these trees will increase.

As a good forestry systems management practice, the ecologic revitalization of this area, which clearly contains high-quality trees worth preserving, would require the opening up of the site.

### Abandoned Nursery Area

The trees in the two nursery areas are planted, but unmanaged trees. The close spacing and high maintenance required initially of the nursery operations from decades ago has contributed to the condition the trees are in currently in. With the halting of nursery operations, formal maintenance was discontinued. Additionally, the tree spacing, appropriate for the nursery, has evolved into a significant risk issue. Trees with these issues were identified throughout the site.

Specifically, numerous trees in the deciduous and conifer areas of the old nursery have very long lever arms and poor taper. As compaction occurs and the site is opened up to development, the support mechanism that the trees provide to each other will be lost and the likelihood of failure will increase.

These trees, as a group, once exposed and within a five-year time frame, would have a probable likelihood of whole tree failure and a medium likelihood of striking a human target and a high likelihood of striking a structure. The consequences of the former occurring would more than likely result in a severe consequence, meaning a fatality. The consequences of the latter happening would have significant consequences, meaning large structural damage.

Based on the ISA's tree risk assessment methodology, and once the proposed development is completed, the overall risk rating of any of these particular trees would be high, on a range of low, medium, high, severe. Practicing due diligence, the Roanoke Group does not have an option, but to remove these particular trees because the risk associated with them is relatively high.

Most municipal tree ordinances were designed to address either individual trees on residential properties or larger development in naturally-occurring woods. Because the trees were not naturally occurring, but part of a tree production facility, the tree density is disproportionately high in the two nursery areas compared to the natural area. The outcome is potentially a disproportionate assignment of replacement trees and a disproportionate total per-inch replacement cost.

### Current Risk

I was asked to provide an opinion on the pre-construction risk associated with the trees that currently inhabit the property. As mentioned above, tree risk is a function of three factors: the likelihood of a tree part failing, the likelihood that the part will strike a target and the consequences if both occur.

The likelihood of a part failing is a determination that is independent of the use of the site. In other words, regardless of whether development occurs, the significant numbers of structural issues identified by NPUFC staff and others have a high likelihood of failing.

Staff observed that the site does get use from individuals and groups of individuals. Debris, hunting stands and some bike activity were observed. The lack of defined trails means that the whole site is open for use. In addition to the use on the site, numerous trees within 100 feet of the Pine Meadows Golf Course have a potential of failing and striking a target off site.

Without development, as an unmanaged site, the risk associated with the numerous trees with structural issues will increase. If the current property owner were to begin mitigating the higher risk trees on the site, the site would become more open and the potential for the trees with high lever arms to fail will increase. The recent tree-related fatality in the Cook County Forest Preserves should serve as a reminder that the risk of a significant event is always present where people are present among unmanaged trees with structural issues.

### Resident Perceptions of Risk

An understandable concern exists to the public response of removing the proposed number of trees. The primary concern of the trees as they exist today if the site is developed is the increasing risk associated with most of the trees on the site. The unmanaged, poorly maintained and high lever arm associated with most of the trees on the site creates a situation in which risk to the public and adjacent to the site will increase with time, regardless if the site is developed or not. Risk exposure is poorly understood by individuals and risk tolerances are very much an individual perception. The owners of the property maintain the

liability exposure that exists with the property. Poor choices, however, affect individuals that can potentially be harmed.

### Thirty-Eight Preservation Trees

The Village had recently identified thirty-eight trees in the deciduous nursery area. All of these trees were observed to be in good condition and displayed no significant, visually observable structural issues. The risk rating for these particular trees should be considered low for a five-year time frame. A risk rating of low is the lowest rating possible if trees are present. Additionally, based on the current condition of the trees and their approximate location near the west boundaries of any proposed construction, with standard tree preservation measures in place, my opinion is that these specific trees could be candidates for preservation. The post construction risk rating of these trees would also be low.

### Credentials

---

I am an International Society of Arboriculture (ISA) Board-Certified Master Arborist (RM-131BM). My work primarily focuses on tree appraisals, tree risk assessments and tree risk management. I am the ISA-appointed representative to the seven-member Council of Tree and Landscape Appraisers (CTLA), which is currently tasked with writing the 10<sup>th</sup> edition of the nationally used Guide for Tree Appraisal. My credentials include the ISA's Tree Risk Assessment Qualification (TRAQ). I am also an instructor for that particular qualification. In addition to TRAQ, I currently possess the tree risk assessment certification from the Arboriculture Association (United Kingdom) and maintain the Quantified Tree Risk Assessment certification from Mike Ellison Associates (United Kingdom).

I have served as an expert witness in over forty tree-related injury and fatality cases. My credentials and experience inform on the tree risk management workshops and presentations I provide in the United States and abroad. Within the last year, these venues have included Brazil, Italy, Hong Kong, Australia, California, Illinois, Massachusetts, Virginia and Georgia. I provide risk management guidance to the National Park Service and United States Forest Service and a variety of State agencies.

If you or the Village requires more details, do not hesitate to contact me.

Mark Duntemann      5/9/2016  
Mark Duntemann, Owner      Date  
BCMA (RM131-B)

Attachment 1 – Tree List					
Number	Tag #	Species	Diameter	Condition	Comments
1	1822	Red Oak	17	Good	
2	442	Red Oak	22	Good	
3	566	Red Oak	9	Good	
4	1731	Red Oak	18	Good	
5	1752	Red Oak	11	Good	
6	1808	Red Oak	16	Good	
7	1901	Shagbark Hickory	14	Good	
8	1068	White Oak	10	Good	4' from Service Path
9	350	Shagbark Hickory	10	Good	
10	359	Shagbark Hickory	8	Good	
11	404	Red Oak	15	Good	
12	412	Shagbark Hickory	13	Good	
13	417	Shagbark Hickory	10	Good	
14	420	Shagbark Hickory	8	Good	
15	421	Shagbark Hickory	8	Good	
16	426	Shagbark Hickory	9	Good	
17	465	Shagbark Hickory	11	Good	
18	513	Shagbark Hickory	8	Good	
19	518	Shagbark Hickory	9	Good	
20	624	Shagbark Hickory	12	Good	
21	780	White Oak	9	Good	
22	797	White Oak	10	Good	3' from Service Path
23	800	White Oak	8	Good	
24	802	White Oak	8	Good	3' from Service Path
25	803	White Oak	9	Good	2' from Service Path
26	804	White Oak	10	Good	3' from Service Path
27	805	White Oak	8	Good	
28	970	White Oak	13	Good	
29	989	White Oak	11	Good	
30	419	Sugar Maple	12	Good	
31	422	Norway Maple	12	Good	
32	521	Shagbark Hickory	12	Good	
33	568	Red Oak	7	Good	
34	572	Norway Maple	16	Good	
35	1745	White Oak	11	Good	
36	1750	Siberian Elm	10	Good	
37	1751	White Oak	13	Good	
38	1755	American Elm	16	Good	

**Draft September 19, 2015, Appearance Review Commission Meeting Minutes**

**ARC 16-30 LV 2016, LLC by Roanoke Development LLC, Authorized Agent for the Catholic Bishop of Chicago  
901 N. Butterfield Road**

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

Mr. Peter Kyte, Roanoke Group, developer and petitioner, stated that they hope that they can preserve the 38 trees identified by the Village Arborist as trees that should be considered for preservation, but that they did not want to change their site plan to build around those trees without knowing for sure that they can survive site development. He stated that they could be impacted by the removal of the other non-desirable trees.

Chairman Robbins asked for clarification of the developer's response to IDNR restrictions. Mr. Kyte stated that they will comply with the tree removal timing as suggested by IDNR in order to be sensitive to certain habitats.

Mr. Mike Walline, Roanoke Group, stated that he hopes that the recommendation from the ARC will include the Village Arborist recommendation found in his May 11, 2016 memo.

Mr. Walline stated that Lake County D.O.T. has determined that a traffic signal is not warranted.

Mr. Kyte stated that they cannot control L.C.D.O.T. He stated that they have included a sound wall along Butterfield Road with additional landscape plantings. He stated that Roanoke prefers more smaller parks instead of fewer larger parks.

Chairman Robbins stated that he likes the site plan layout and the proposed park system. He stated that the addition of trees along with the sound wall will be a benefit. He stated that the trees can provide a certain amount of "white noise" which is in itself a traffic noise barrier.

Mr. Kyte stated that they will come back to the Appearance Review Commission with final plans.

Mr. Walline stated that they are firm on the site plan, concept plan, proposed density, and street layout design. He stated that when they come back they will be ready to show field stone wall that will incorporate their entrance sign with logo.

Chairman Robbins asked for clarification regarding the residents mailboxes. Mr. Kyte stated that they are still in the detail design phase regarding the mailboxes, but that the architecture for the homes will predominately be a blend of modern with farmhouse style concept.

Mr. Walline stated that the design guidelines are quite comprehensive and include siting types, materials, roof lines, etc., but conceptual at this stage.

Mr. Kyte stated that when they come back for final approval the design guidelines and development standards will be more detailed and comprehensive. He stated that future buyers will have options to choose from and that they will have their own restrictions on monotony incorporated into the guidelines. He stated that there will be varying lot sizes as well which will help to influence the development's diversity.

Chairman Robbins asked if pedestrian access will be provided to Butterfield Road in order to help facilitate the school children walking to Butterfield Elementary School located on Lake Street. Mr. Walline stated that there is no connectivity available without a traffic signal.

Chairman Robbins stated that that seems counter intuitive.

*Commissioner Seneczko made a motion, seconded by Commissioner Tarello, to recommend the Plan Commission approve the application for new building facades, landscaping, lighting, and signage at 901 N. Butterfield Road, in accordance with the plans submitted, and subject to including the Village Arborist recommendation found in his May 11, 2016 memo.*

*Motion carried 4 - 0.*

#### **August 15, 2016, Appearance Review Commission Meeting Minutes**

**ARC 16-30 LV 2016, LLC by Roanoke Development LLC, Authorized Agent for the Catholic Bishop of Chicago  
901 N. Butterfield Road**

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

Mr. Peter Kyte, the Roanoke Group, presented new building facades, landscaping, lighting and signage for a new single-family home development at 901 N. Butterfield Road.

Mr. Kyte stated that they will provide additional details for a sound wall along Butterfield Road and full landscape plans at the September meeting. He stated that the site plan has changed at the north end as a result of the secondary access point at Lake Street and Butterfield Road not working out. He stated that in order for the road to work, it would have to swing around the golf course clubhouse and cut into existing holes. He stated that they are instead proposing a cul-de-sac at the north end of the site.

Mr. Kyte stated that they will focus on architecture at this meeting. He stated that they have full elevations for all floor plans in all styles. He stated that they have added some windows to the blank walls. He stated that they will come back with a refined color palette. He stated that a monotony code will be presented as part of the submittals for final approval.

Commissioner Tarello stated that the window locations appear to be inaccurate based on the floorplans provided. Mr. Kyte stated that they will look at this thoroughly to make sure they get the placement right.

Commissioner Meyer stated that they should think about mechanicals and add them to the site plans.

Chairman Robbins asked about the siding in the rear of the alley-load product and why all of the models use it. He stated that they may want to consider mixing up the siding, like they do on the front elevations. He stated that this is an opportunity to enhance what will be the “front doors” for these homeowners.

*Commissioner Meyer made a motion, seconded by Commissioner Tarello, to continue the application for new building facades, landscaping, lighting and signage at 901 N. Butterfield Road to the September 19, 2016, Appearance Review Commission meeting.*

*Motion carried 4 - 0.*

### **June 20, 2016, Appearance Review Commission Meeting Minutes**

**ARC 16-30 LV 2016, LLC by Roanoke Development LLC, Authorized Agent for the Catholic Bishop of Chicago  
901 N. Butterfield Road**

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

*Commissioner Meyer made a motion, seconded by Commissioner Chapin, to move the item to the end of the agenda.*

*Motion carried 4 - 0.*

Mr. Peter Kyte, the Roanoke Group, Mr. Jason Ficht, JZMK Architects, and Larry, landscape architect, presented new building façades, landscaping, lighting and signage for a new single-family home development at 901 N. Butterfield Road.

Mr. Kyte stated that they are hoping to receive conceptual and final approval from the ARC on the same night. He stated that they would like to have their floorplans, elevations and landscaping details all finalized prior to going to the Plan Commission. He stated that they have all elevations for the alley homes, but not yet for the larger single family homes. He stated that he would like to come back with design guidelines and a monotony code.

Mr. Kyte stated that they have eliminated the courtyard cluster homes that were previously proposed to abut Butterfield Road. He stated that they were worried about guest parking and that it's a product not really seen yet in the Midwest. He stated that they had concerns over the buffer from Butterfield. He stated that they have replaced this product with the single family product. He stated that this has allowed for deeper lots and more separation between the structures and Butterfield. He stated that density has come down as a result.

Mr. Kyte stated that they may dedicate land to LCDOT along Butterfield and that this may affect plantings and the fence location. He stated that currently there is a sidewalk directly adjacent to

Butterfield, but that they would like to put the sidewalk within the development for safety reasons. He stated that they would like pedestrians to go north through the development to the proposed new intersection at Butterfield and Lake for crossing to the east side of the street.

Larry stated that they are proposing a fence, conifers and salt-tolerant plants for along Butterfield. He stated that plantings would be on both sides of the fence. He stated that ornamental trees would not be used in the buffer, but on the individual lots. He stated that they were not yet sure what type of fence they would use. Ms. Bye asked if there was an opportunity to install a wall structure instead of a fence.

Mr. Kyte stated that patio sizes will be established for all lots and that they cannot be increased in the future.

Mr. Ficht stated that the entry drive is 80 feet wide. He stated that there are trees on both sides of the sidewalk in the public right-of-way. He stated that they will be using tapers to slow traffic and improve safety for pedestrians. Larry stated that smaller trees will be used on the inside of the parkway and larger trees behind them for a hierarchy of trees. He stated that trees will be spaced 30 feet on center. He stated that they may use a combination of elms and maples. Commissioner Chapin stated that large trees are in short supply. Larry stated that they may contract grow.

Commissioner Chapin excused himself from the meeting.

Mr. Kyte stated that they updated the floor plans for the alley-load product. Mr. Ficht stated that there are three floor plans with three different architectural styles. He stated that all floor plans have an eight-foot porch so that they are usable by residents. He stated that they want to be realistic in terms of what trees are planted on the lots since they are small and not everything will do well. He stated that each structure has an open and a closed side for increased privacy between units. Chairman Robbins stated that he does not have a problem with the blank walls.

Mr. Ficht presented the three different styles of the alley-load product. Commissioner Meyer asked about the overhangs. Mr. Ficht stated that they are seeing tighter overhangs these days, but that they are not opposed to making them deeper. Commissioner Meyer stated that he likes them to be at least a foot. Chairman Robbins questioned whether all of the shutters are needed. Commissioner Tarello stated that the single shutters on windows were not ideal.

Chairman Robbins stated that they should make sure to show all window wells, AC units, etc. on the site plans so that there are no questions about where they will be located. He stated that overall he thought they were in good shape.

Mr. Kyte stated that they will come back to the ARC with the following: a lighting plan; details on the proposed light fixtures; details on the entry monument and signage; full elevations and landscaping; parking and fence details.

Chairman Robbins stated that they should be clear what the path material will be in the natural

area to the south. Mr. Kyte stated that they may take the path portion out as a result of access and grading issues. Chairman Robbins stated to be clear about everything.

*Commissioner Meyer made a motion, seconded by Commissioner Tarello, to continue the application for new building facades, landscaping, lighting and signage at 901 N. Butterfield Road to a later meeting of the ARC.*

*Motion carried 3 - 0.*

### **May 16, 2016, Appearance Review Commission Meeting Minutes**

**ARC 16-30 LV 2016, LLC by Roanoke Development LLC, Authorized Agent for the Catholic Bishop of Chicago  
901 N. Butterfield Road  
Request is for approval of new building facades, landscaping, lighting and signage.**

Mr. Peter Kyte, the Roanoke Group, Mr. Robert Kinnucan, Kinnucan Tree Experts & Landscape Company, and Mr. Jason Ficht, JZMK Architects, presented new building façades, landscaping, lighting and signage for a new single-family home development at 901 N. Butterfield Road.

Mr. Kyte stated that they want to develop a product that is geared towards transitional buyers and young families. He stated that there is not a lot of this available in the market.

Mr. Kyte stated that most of the trees on the site are located in two areas. He stated that there is an abandoned nursery on the west side of the site. He stated that the trees in this area are not in good shape as a result of poor nursery practices and a lack of sunlight. He stated that there are native woods that they want to preserve in the southeast area of the site. He stated that they plan to add over 1,000 trees to the entire site.

Commissioner Chapin stated that he walked the site and that most trees are overgrown. He stated that there are very few trees that can reasonably or should be saved. He stated that 1,000 new trees is acceptable. Mr. Kyte stated that there are 38 trees that are salvageable, with most of them on the western edge of the site. He stated that they are trying to alter the site plan to see if these trees can be saved. Mr. Kinnucan stated that the salvageable trees are too large to be transplanted. Mr. Chuck Stewart, arborist for the Village, stated that there is a large oak on the Mundelein portion of the site that should be saved and worked around.

Mr. Ficht stated that all streets in the development will have sidewalks. He stated that parks will be incorporated into the development with homes focused around them. He stated that they are proposing a variety of housing types to meet the needs of buyers. He stated that the largest will be front-loaded single family homes between 2,380 and 2,880 square feet in size. He stated that they are proposing smaller single family homes at 2,000 to 2,100 square feet that will load in the rear through an alley. He stated that they are also proposing cluster single family homes with four units all sharing a driveway. He stated that these homes will be the smallest at 1,694 to 2,039 square feet. He stated that the home styles will include farmhouse, craftsman, Cape Cod and east coast traditional.

Mr. Kyte stated that the porches will be at least eight feet wide to ensure that they are usable. He stated that the yards will be small and low maintenance.

Commissioner Chapin asked if there would be a homeowners association. Mr. Kyte stated that yes, there would be an HOA as well as sub-associations to take care of the alleys.

Commissioner Chapin asked about parking for the parks. Mr. Ficht stated that there will be street parking.

Mr. Kyte stated that they will have enhanced landscaping along Butterfield Road to block the car lights. He stated that the main entry to the subdivision terminates at the park so that no lights are shining into homes. He stated that there may need to be extra landscaping at the street corners to protect homes from lights.

Chairman Robbins asked about the size of trees to be planted. Mr. Kyte stated that they want to plant large trees for market reasons, but that smaller trees may do better in the long run. Commissioner Chapin stated that 3" trees or larger are hard to find. Mr. Kinnucan stated that ideally they would plant 3.5" trees and nothing smaller than 2.5". Commissioner Chapin recommended that they contract the growing of the trees that they need so that they know they will be available when the time comes.

Chairman Robbins asked about the site plan and cluster homes along Butterfield Road. Mr. Ficht stated that there is less of the cluster product per linear foot than with the other housing types. He stated that they will install a large privacy fence and substantial screening on both sides.

Commissioner Chapin excused himself from the meeting.

Chairman Robbins asked about the entrance to the development from Pine Meadows. Mr. Kyte stated that they would need to redo the parking lot. He stated that they hope to install a light at the Butterfield/Lake intersection.

Chairman Robbins asked about a median at the entrance to the site. Mr. Ficht stated that they did not want the entire entry street to be a boulevard for safety reasons. Chairman Robbins stated that there could be a median at the entrance only. He asked if oak trees would be planted at the entry. Mr. Kyte stated yes.

Chairman Robbins stated that the outdoor rooms identified on the plans result in a lot of impervious surface. He stated that the location of AC unit should be identified on the plans and thought be given to walks from the front to the back of the homes. He stated that these can also increase impervious surface.

Chairman Robbins asked about the four home styles. He stated that they don't seem to represent Libertyville. He stated that design guidelines need to be tight so that the architect has clear regulations for what can and cannot be done and can easily get through the permitting process. Mr. Kyte stated that they will refine the elevations.

Chairman Robbins asked about the style of the proposed fences and how they will be maintained. Mr. Kyte stated that fences are needed for privacy between lots. He stated that the association would take care of the fence along Butterfield Road and that the homeowners would each take care of their own fences.

Ms. Bye asked if the fence locations or patios could be changed by the homeowners. Mr. Kyte stated no and that there would be clear regulations.

Chairman Robbins stated that details need to be provided for all lights proposed.

Chairman Robbins stated that the majority of trees do not appear to be worth saving. He stated that the site plan is okay, but that he has questions about the architecture proposed. He stated that the ARC is not ready for conceptual approval just yet.

*Commissioner Meyer made a motion, seconded by Commissioner Tarello, to continue the application for new building facades, landscaping, lighting and signage at 901 N. Butterfield Road to the June 20, 2016 meeting of the ARC.*

*Motion carried 3 - 0.*

## Section 9-78. Tree Removal

(d) The following tree protection techniques shall be employed during any work conducted on the site:

(1) All grading and the storage of construction related equipment shall be forbidden from encroaching within the dripline of a tree.

(2) Crushed limestone, hydrocarbons and other materials detrimental to trees shall not be dumped within the dripline of any tree, nor at any higher location where drainage toward the tree could conceivably affect the health of the tree.

(3) Appropriate protective fencing shall be installed at the periphery of the tree's dripline, to be maintained throughout the duration of site development and construction activities.

(e) Methods to be used to protect trees designated for preservation by the tree preservation plan shall be clearly specified. If, in the opinion of the village engineer or his designee, the necessary precautions as specified in the tree preservation plan were not undertaken before or maintained during construction, the site development permit for the parcel shall not be issued or, if previously issued, shall be revoked or suspended until such time as these precautions have been satisfactorily implemented.

### Sec. 9-78. Tree Removal.

When a person desires to remove a tree on a parcel, whether it is part of a site development or not, such removal shall be deemed justified where one (1) or more of the following conditions is clearly demonstrated by the person seeking to obtain a tree removal or a site development permit:

(a) The condition or location of the tree represents a safety hazard to pedestrian or vehicle traffic or a threat to public safety.

(b) The tree poses a safety hazard to structures or utilities on or adjacent to the property on which the tree is located.

(c) The tree is infested, or incurably diseased, or has been severely weakened by age, storm, fire or other injury.

(d) Good forestry practice requires removal. Such forestry practice includes such considerations as the number of healthy trees a given parcel of land will support.