



**Village of Libertyville Board of Trustees Meeting
AGENDA
November 22, 2016
8:00 p.m.
Village Hall Board Room**

1. Roll Call

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

3. Omnibus Vote Agenda

a. Minutes Of The November 8, 2016 Meeting

Documents:

[minutes of the november 8, 2016 meeting.pdf](#)

b. Bills For Approval

Documents:

[bills for approval.pdf](#)

c. Ordinance: Approve Special Use Permit - Heritage Church, 850-860 Technology Way

Documents:

[item 3c.pdf](#)

d. Ordinance: Declare Surplus Property

Documents:

[item 3d.pdf](#)

e. Resolution: Accept Water & Sanitary Sewer Improvements - Bridgepoint Of Libertyville

Documents:

[item 3e.pdf](#)

f. Approve License Agreement - Storm Sewer Service Line, 414 Carter Street

Documents:

item 3f.pdf

g. Approve Use Of Village Property - Display Of Menorah In Cook Park

Documents:

item 3g.pdf

h. Approve Use Of Village Property - Live Nativity In Cook Park

Documents:

item 3h.pdf

i. Approve Banner Request - Village Of Libertyville

Documents:

item 3i.pdf

j. Appoint Representative To David Adler Music & Arts Center Board

Documents:

item 3j.pdf

k. Approve 2017 - 2018 Village Board Goals

Documents:

item 3k.pdf

4. Appointment Of Village Administrator

Documents:

item no. 4.pdf

5. Public Hearing: 2016 Village Property Tax Levy

Documents:

item no. 5.pdf

6. ZBA Report: 934 Sherborne Court

Documents:

item 6a.pdf

item 6b.pdf

7. Approve Contract For 2016 Civic Center Roof Replacement - DEFER

Documents:

item no. 7.pdf

8. Petitions & Communications

9. Adjournment

Any individual who would like to attend but because of a disability needs some accommodation to participate should contact the ADA Coordinator at 118 West Cook Avenue, Libertyville, Illinois 60048 (847) 362-2430. Assistive listening devices are available.

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
November 8, 2016

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

ITEMS NOT ON THE AGENDA

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

There were no items.

OMNIBUS VOTE AGENDA

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

OMNIBUS VOTE AGENDA

- A. Minutes of the October 25, 2016 Meeting
- B. Bills for Approval
- C. **ORDINANCE 16-O-101: Amend Zoning Code re: Electronic Message Board Signs**
- D. **ORDINANCE 16-O-102: Approve Special Use Permit – Marytown, 1600 W. Park Avenue**
- E. **ORDINANCE 16-O-103: Approve Sign Variations – Marytown, 1600 W. Park Avenue**
- F. **ORDINANCE 16-O-104: Approve Front Yard Setback Variation, 141 Appley Avenue**
- G. **ORDINANCE 16-O-105: Declare Surplus Property**
- H. Amend 2016-2017 Classification and Compensation Plan
- I. Approve Contract Extension for Snow Removal – TGF Enterprises
- J. Approve Revised Intergovernmental Agreement for Joint ETSB
- K. Approve Request for Cook Park Banner – Village of Libertyville
- L. Approve Professional Service Agreement for Relocation of Hockey Rink
- M. **ORDINANCE 16-O-106: Approve Vacation of Unimproved Alley – 640 Meadow Lane**
- N. **ORDINANCE 16-O-107: Amend Ordinance 16-O-49 to Approve Vacation of Unimproved Public Walkway – 192 Acorn Lane**

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

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

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

NAYS: None

APPROVE LOCAL LANDMARK DESIGNATION FOR THE PROCTOR BUILDING – 520-530 N. Milwaukee Avenue

President Wepler reported that at their July 5, 2016 meeting, the Historic Preservation Commission (HPC) reviewed an application requesting Local Landmark Designation for the Proctor Building at 520-530 N. Milwaukee Avenue. The history and physical characteristics of the Proctor Building were presented, along with the formal applications. Per the Historic Preservation Ordinance (12-O-15), when presented with an application for Local Landmark Designation, the HPC is to determine whether the property or structure possesses integrity of design, workmanship, materials, location, setting, and character and meets one or more of the criteria for Local Landmark Designation. The HPC determined that the Proctor Building possesses four of these criteria, which are outlined in the application. The HPC recommended approval of the Proctor Building for Local Historic Landmark Designation. The Mayor asked for Board and public comment. Director of Community Development John Spoden explained that the owners, who could not attend the meeting, were very pleased with the designation, and the Proctor Building is already on the National Register of Historic Places.

Trustee Johnson moved to approve Local Historic Landmark Designation for the Proctor Building. Trustee Justice seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

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

NAYS: None

PLAN COMMISSION REPORT: Special Use Permit for Religious Organization – 850-860 Technology Way

President Wepler introduced a Plan Commission report for a request from Heritage Church for a Special Use Permit to operate a Religious Organization at 850-860 Technology Way. Members of the Plan Commission concurred with the request as the predominant hours of operation take place during non-business hours. The Mayor then asked for questions and comments.

Mr. David Smith of Barr Real Estate Investment Services, LLC, 3890 Salem Lake Drive, Long Grove, represented the church.

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

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

NAYS: None

PLAN COMMISSION REPORT: Preliminary Plat of Resubdivision – DRH Cambridge Homes – 127, 131, and 201 S. Stewart Avenue

President Wepler introduced a Plan Commission report concerning DRH Cambridge Homes' proposal to subdivide the northwest corner of Stewart and Florence court to allow construction of two, 3-unit townhome structures. The property is zoned to allow the townhome construction, but a subdivision is necessary. At the Plan Commission

meetings, it was discussed that an existing alley serves this property along with the property to the west. The petitioner was proposing the vacation of the alley and improving the area with an access drive. An earlier plan, which was forwarded to the Village Board, included a shared driveway in place of the existing alley. The project was re-designed to move the driveway further to the east and the Village Board referred the proposal back to the Plan Commission for review.

At their meeting of October 24, 2016, the Plan Commission held a public meeting regarding the proposal. The center of the discussion was the proposal to vacate the alley to the petitioner with the petitioner giving the abutting property owner an easement for access. The Village Attorney advised that the Village Board of Trustees would need to determine if the alley should be vacated to one property owner or two. The Commission discussed the merits of the proposed subdivision, noting that appearance issues would be handled at the Final Plat stage. A motion to recommend approval of the Preliminary Plat of Subdivision passed with a vote of 5-2, subject to the conditions listed in the Plan Commission report. The Mayor then asked for questions and comments.

Mr. David Munaretto made a brief presentation to the Board regarding the Preliminary Plat of Resubdivision. He stated that the plan required no variances, and concerns regarding storm water, garbage location, parking, and ingress/egress had been addressed. The Mayor noted that typically the vacation would not be given to one owner but divided between the two owners. Mr. Munaretto noted the necessity of the square footage to meet the impervious coverage requirement. Director of Community Development John Spoden explained that the lot coverage would increase but not the density. Trustee Justice asked if compensation would be made for the vacation. The Village Attorney noted that there is not typically compensation, and the Village would give up maintenance. The Board can choose to vacate to one owner or default to half for each neighbor without Board action.

Trustee Adams expressed concern about future issues that could arise after completion of the development. He feared that parking could become an issue and unfairly impact the neighborhood. Mr. Munoretto stated that the plan provided for ample parking.

Ms. Elizabeth Miller, representing the Valdez family, 220 Florence Court, expressed concern with six townhomes replacing three homes. These homes built from 1908-1970 have been single-family homes and could now become rental property. She was also concerned with the negative traffic impact on Stewart and the surrounding neighborhood. She stated that a tight space would now be used for many families, and this precedent could lead to similar development on Florence Court. She asked that the plan be rejected and single family homes be built instead. She further asked that the Valdez family be given the property in question, which would ease the legal issue.

Ms. Deborah Galvin, 155 Sunnyside, addressed the Board, noting that the neighborhood was made up of small, quaint homes. She stated that the addition of air conditioning pads would put the developer over the impervious surface limit, and even if the 1,200 square feet were split between two parties, the developer would still exceed the impervious surface. In her opinion, the plan did not fit the neighborhood because it shoehorns townhomes into the space. She was also concerned with water runoff that might be

caused by disturbing trees and roots that could lead to water in basements. She added that the plan was just not good for the neighborhood.

Trustee Johnson stated that she did not favor relinquishing control as it leaves the neighbors with too many unknowns. She was not in favor of the vacation as requested. Trustee Moras did not think it would be fair to force someone to access his property through someone else's property. He was not in favor, noting that the plan was not fair or equitable.

Trustee Justice concurred, stating that we should follow the current policy. Director Spoden explained that there was need for a Special Use since the Zoning Code allows for this use.

The Mayor noted that the Board had no obligation to vacate; the Village Attorney noted that the Preliminary Plan included vacation.

Trustee Adams stated that he would not approve the request, finding it unfair to the Valdez family and the neighborhood.

Trustee Garrity stated that he could not agree to the vacation as requested but might agree if the vacation was half to each owner.

Trustee Carey asked what the next steps would be if the plan was rejected. Director Spoden said that the issue would go back for redesign.

Mr. Steve Goodman, attorney for the petitioner, stated that with this plan, there would be better access for the Valdez family as well as extra parking. He added that many homeowner associations do an excellent job, and there would be guaranteed legal access for the neighbor and better access for all. He noted that although ownership is unknown, there is a small percentage of rentals, and there is no rent restriction in other areas of the Village. He asked for the Board to reconsider.

The Mayor stated that he would be upset if he did not have access to his own garage, and he did not like the idea of the access becoming privately owned. Trustee Garrity stated that the neighbors must not be in favor due to their retaining counsel. Mr. Goodman stated that these townhomes would be beautiful and a benefit to the neighborhood.

Trustee Johnson moved approve the Preliminary Plat of Resubdivision, and Trustee Moras seconded. The Mayor asked for further discussion. Mr. Munaretto asked for direction from the Board. He also asked that the matter be returned to the Plan Commission rather than have the Board vote on the motion.

Trustee Adams noted that this plan was different from the one presented to the Plan Commission. The Mayor asked that the plan not impose unwanted issue on the neighbors.

Trustee Johnson withdrew her motion and asked Staff to give the developer clear directions. Trustee Moras asked for input from the Valdez family, and their attorney stated that they would like to have the total property given to them, that they were not amenable to a half/half vacation.

Trustee Johnson moved to refer the item to the Plan Commission, and Trustee Moras seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Garrity, and Carey

NAYS: Trustee Adams

RESOLUTION 16-R-42: Amend Professional Services Agreement for Material Testing Services – Rubino Engineering

Noting his ownership of property in the TIF district, President Weppler asked Trustee Johnson to act as President Pro Tem for the items involving the TIF District.

President Pro Tem Johnson explained that on March 22, 2016 the Village Board approved the Professional Services Agreement with the firm of Rubino Engineering, Inc. to complete the material testing services for the Church Street parking structure project in the amount of \$20,369.50. The material testing services included inspections of the sub-grade for the cast-in-place concrete footings and slabs for the structure, concrete and structural steel tests, weld tests, and masonry inspections. Material testing is necessary to ensure that the materials and workmanship conform to the Contract Specifications.

President Pro Tem Johnson added that construction for the new parking structure is well underway, and the initial anticipated hours and costs for the material testing work have been exhausted due to the contractor (Walsh Construction) scheduling smaller quantity but more numerous concrete pours, re-inspection and cancellations. The necessary remaining material testing and inspection work to complete the project will result in a net increase of \$23,996.25 and will necessitate an Amendment to the Agreement. The adjusted Agreement price, including Amendment No. 1, will be \$44,365.75. Following discussions with the Village's consultant, Walker Parking Consultants, the additional material testing costs are not unusual to large construction projects. Walker and Staff will carefully review the construction contract with Walsh to determine if there is any recourse for the additional material testing costs associated with the cancellations. The necessary funding for this additional work is available in the TIF Fund.

Administrative Staff recommended adoption of the resolution and approval for Amendment No. 1 to the Agreement with Rubino Engineering, Inc. President Pro Tem Johnson asked for questions or comments and asked if any of this issue could have been anticipated. Director of Public Works Paul Kendzior explained that the amount of organic soil let to the two-pronged change orders. He added that soil borings limit knowledge of all soils in the area. There were no issues on the borings.

Trustee Moras moved to adopt the resolution for Amendment No. 1 to Professional Services Agreement for Material Testing Services, and Trustee Garrity seconded. The motion carried on roll call vote as follows:

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

NAYS: None

RESOLUTION 16-R-43: Approve Change Order #2 for Church Street Parking Garage

President Pro Tem Johnson reported that on April 12, 2016, the Village Board awarded the contract for the Church Street Parking Garage Construction Project to the lowest responsible bidder, Walsh Constructions Co. II, LLC in the amount of \$8,740,000.00. An initial Change Order in the amount of \$7,114.75 was approved at the September 13, 2016 Board meeting for additional underground 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 was determined by the Village's material testing and inspection consultant, Rubino Engineering, Inc. that numerous undercuts (removal) of unsuitable organic (low bearing capacity) soil and replacement with low-strength concrete and rip-rap (large aggregate) were necessary in order to provide a suitable foundation for the garage footings and ramp. These undercuts have resulted in four separate additional costs items that collectively total \$70,815.36. Staff and Walker Parking Consultants have carefully reviewed the documentation and recommend that a second Change Order to the Church Street Parking Garage Construction Project in the amount of \$70,815.36 is warranted. The adjusted contract amount, including Change Order No. 2 will be \$8,817,930.11, which is a 0.9% increase over the original contract amount. Funds are available in the TIF District Fund for this additional work.

Administrative Staff recommended the adoption of the resolution for approval of Change Order No. 2 to the contract with Walsh for the additional costs associated with the foundation and ramp undercutting work. President Pro Tem Johnson asked for questions and comments, stating her concern with the debate that occurred when accepting the lowest responsible bid. She asked if there were assurance that this would be a quality product with suitable foundation. Director Kendzior stated that this would provide for a suitable base for the entire project. Deputy Administrator Kelly Amidei explained that these same issues would have occurred no matter the contractor. Responding to Trustee Justice, Director Kendzior stated that there would be one more small request for a change order.

Trustee Garrity moved to adopt the resolution for Change Order No. 2, and Trustee Justice seconded. The motion carried on roll call vote as follows:

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

NAYS: None

APPROVE COMPENSATION for ComEd Easement – 121 W. Church Street

President Pro Tem Johnson explained that an easement to Commonwealth Edison Co. (ComEd) for the electrical service for the new parking structure that is under construction needed to be acquired from the adjacent property at 121 W. Church Street. It is ComEd's policy not to compensate for easement acquisitions. The size of the easement is approximately 400 square feet. In order to treat the adjacent property owner fairly, the village ordered an appraisal to determine the monetary damages of the new easement, which was \$6,145.00. Sufficient funds for the compensation to the owners for the damages are available in the Tax Increment Financing (TIF) Fund.

Administrative Staff recommended compensation to the property owner in the amount of \$6,145.00 for the resulting damages in granting the easement to ComEd. President Pro Tem Johnson asked for questions and comments.

Trustee Moras moved to approve the compensation for the partial easement taking at 121 W. Church Street. Trustee Carey seconded. The motion carried on roll call vote as follows:

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

NAYS: None

PETITIONS AND COMMUNICATIONS

President Weppler announced the following:

- The Village Board will meet as a Committee of the Whole in Executive Session at 5:00 p.m. on Wednesday, November 9, 2016 to interview Village Administrator candidates
- The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, November 14, 2016
- The Parking Commission will meet at 10:00 a.m. on Tuesday, November 15, 2016
- The Village Board will meet as a Committee of the Whole at 6:00 p.m. on Tuesday, November 15, 2016 to discuss the Five Year Financial Plan, 2016 Tax Levy, and Pre-Budget Issues
- The Village Board will hold a Special Village Board meeting at 7:00 p.m. on Tuesday, November 15, 2016 to consider the appointment of a Village Administrator
- The Economic Development Commission will meet at 7:30 a.m. on Wednesday, November 16, 2016
- The Sustain Libertyville Commission will meet at 4:00 p.m. on Wednesday, November 16, 2016
- The Historic Preservation Committee will hold an Open House at 7:00 p.m. on Thursday, November 17, 2016
- The Firefighter Pension Board will meet at 8:30 a.m. on Monday, November 21, 2016 at the North Fire Station, 1551 N. Milwaukee Avenue
- The Appearance Review Commission will meet at 7:00 p.m. on Monday, November 21, 2016
- The Bicycle Advisory Commission will meet at 6:00 p.m. on Tuesday, November 22, 2016
- The Streets Committee will meet at 7:00 p.m. on Tuesday, November 22, 2016
- The Village Board will meet at 8:00 p.m. on Tuesday, November 22, 2016

ADJOURNMENT

With no further business to come before the Board of Trustees, Trustee Johnson moved to adjourn at 9:23 p.m. Trustee Adams seconded, and the motion carried on a unanimous voice vote.

Respectfully submitted,

Sally A. Kowal
Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Patrice Sutton, Director of Finance

Summary of Funds

General Fund	\$187,867.52
Capital Improvement Fund	0.00
Commuter Parking Fund	1,007.60
Concord Special Service Area	124.09
Emergency Telephone System 911	522.72
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	0.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	8,015.52
Libertyville Sports/Comp	17,443.77
Motor Fuel Tax Fund	0.00
Northwest Water/Sewer Fund	0.00
Park Improvement Fund	1,596.49
Police Pension Fund	1,220.00
Public Building Improvement Fund	7,117.20
Road Improvement	61,688.76
Sales Tax Bond Fund	0.00
Tax Increment Finance District	1,697,485.98
Technology Equipment/Replacement Service Fund	27,741.08
Timber Creek Special Service Area	0.00
Utility Fund	260,873.79
Vehicle Maintenance/Replacement Fund	159,137.43
Total - Accounts Payable	\$2,431,841.95
Total - Payroll 11/18/16	\$717,671.56
Grand Total	\$3,149,513.51

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on November 22, 2016 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Wepler, Mayor

Attest:

Sally A. Kowal, Village Clerk

JOURNALIZED

BOTH OPEN AND PAID

Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0203-4-707000	COMMONWEALTH EDISON CO	SERVICE 10/16	21.32	
01-0203-4-707000	COMMONWEALTH EDISON CO	SERVICE 10/16	20.37	
01-0203-5-706000	LOWE'S BUSINESS ACCOUNT	CEDAR PICKETS	9.91	
01-0203-5-706000	LOWE'S BUSINESS ACCOUNT	RETURN #02496	(9.91)	
01-0203-5-706000	LOWE'S BUSINESS ACCOUNT	CEDAR PICKETS	9.76	
01-0203-5-706000	MENARDS - GURNEE	LUMBER	21.49	
01-0203-5-706000	MENARDS - GURNEE	SUPPLIES	38.00	
01-0203-5-706000	NETWORK SERVICES COMPANY	JANTIORIAL SUPPLIES	410.15	
01-0203-5-752000	OFFICE DEPOT	OFFICE SUPPLIES	27.49	
01-0203-7-708000	CUTLER WORKWEAR	UNIFORMS	148.45	
01-0203-7-708000	GEARY ELECTRIC INC	REPAIR CABLE FAULT / 615 S DYMOND	701.20	
01-0203-7-708000	GEARY ELECTRIC INC	STREETLIGHT REPAIR / ELM & BRAINERD	744.43	
01-0203-7-708000	GEARY ELECTRIC INC	CHURCH STREET CONTACTOR	1,129.00	
01-0203-7-708000	GEARY ELECTRIC INC	CHURCH STREET CONTACTOR	21.51	
01-0203-7-708000	GEARY ELECTRIC INC	STREETLIGHT REPAIR / 1119 REGENCY	236.07	
01-0203-7-712000	A-1 SECURITY ROOFING CO	ROOF REPAIR 600 NORTH AVE	275.00	
01-0203-7-712000	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	245.00	
01-0203-7-713000	SITE ONE LANDSCAPE SUPPL	IRRIGATION SUPPLIES / RT 21	28.48	
01-0203-7-716000	GRAYSLAKE FEED SALES, IN	50# STANDARD MIX GRASS SEED	100.50	
01-0203-7-716000	LESTER'S MATERIAL SERVIC	TOP SOIL	198.93	
01-0203-7-716000	PETER BAKER & SON CO	ASPHALT REPAIRS	401.88	
01-0203-7-716000	POINT READY MIX, LLC	CONCRETE REPAIR / 312 DAWES	939.00	
01-0203-7-716000	POINT READY MIX, LLC	CONCRETE REPAIR / 1921 INDUSTRIAL DR	487.50	
01-0203-7-718000	GRAINGER INC	SW DRAINAGE CONDUIT	25.63	
01-0203-7-718000	GRAINGER INC	SW DRAINAGE CONDUIT HARDWARE	10.08	
01-0203-7-718000	GRAINGER INC	SW DRAINAGE HARDWARE	40.08	
01-0203-7-718000	MCMASTER-CARR SUPPLY CO	SW DRAINAGE PANEL BRACKETS	623.21	
01-0203-7-718000	PETERSEN EXCAVATING	RIP RAP FOR OUTFALL REPAIR	545.00	
01-0203-7-718000	RAY SCHRAMER & CO	STORM SEWER MANHOLE RISER	203.95	
01-0203-7-718000	STEINER ELECTRIC COMPANY	SW DRAINAGE J-BOX	347.67	
01-0203-7-718000	STEINER ELECTRIC COMPANY	SW DRAINAGE WIREWAY PULL BOX	73.88	
01-0203-7-718000	STEINER ELECTRIC COMPANY	WIRE	111.01	
01-0203-7-719000	SERVICE COMPONENTS INC	SIGN HARDWARE	515.01	
01-0203-7-731000	TREASURER, STATE OF ILLI	TRAFFIC SIGNAL MAINT JULY - SEPT 2016	8,385.00	
	Total For Dept 0203 STREETS		17,994.57	
Dept 0204 SNOW REMOVAL AND ICE CONTROL	SICALCO LTD.	LIQUID CALCIUM CHLORIDE	2,529.54	
01-0204-5-706000	WITROCK, MARTIN E	REIMBURSE/SNOW FLOW OPERATOR TRAINING	204.40	
01-0204-5-799000			2,733.94	
Dept 0205 REFUSE & RECYCLING	Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL			
01-0205-3-724000	GROOT INDUSTRIES INC	STREET SWEEPING DEBRIS	1,918.95	
01-0205-3-728000	TKG ENVIRONMENTAL SERVIC	STREET SWEEPING	4,995.48	
	Total For Dept 0205 REFUSE & RECYCLING		6,914.43	
Dept 0301 PLANNING DIVISION	RICOH USA, INC	COPIER LEASE / IMAGE COVERAGE	25.25	
01-0301-3-742000	RICOH USA, INC	COPIER LEASE / IMAGE COVERAGE	19.99	
01-0301-3-742000	CALL ONE	SERVICE 10/15--11/14/16	88.00	
01-0301-4-710000	OFFICE DEPOT	OFFICE SUPPLIES	186.39	
01-0301-5-706000	LAMBDA ALPHA INTERNATIONAL	2017 MEMBERSHIP DUES / SPODEN	275.00	

Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND
 Dept 0301 PLANNING DIVISION

Dept	0302 BUILDING SERVICES	Total For Dept 0301 PLANNING DIVISION	594.63
01-0302-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVICE	14.76
01-0302-4-710000	TELEPHONE	CALL ONE	88.00
01-0302-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	(45.48)
01-0302-5-723000	OFFICE SUPPLIES	OFFICE SUPPLIES	59.10
01-0302-5-726000	IPIA MTG 9/21 & 10/19 --LEBLANC	PETTY CASH GENERAL	40.00
01-0302-5-726000	IAEI MTG 9/27 & 10/25 --LEAVITT	PETTY CASH GENERAL	40.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	710.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	1,633.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	1,136.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	3,200.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	COLLINS REAL ESTATE ADVI	30.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	REORDER OF DEEDS	30.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	REORDER OF DEEDS	380.00
01-0302-5-729000	REIMBURSEABLE EXPENSES	UNITED RENT-A-FENCE	35.99
01-0302-5-743000	PRINTING AND PUBLICATION	OFFICE DEPOT	19.98
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	
		COPIER LEASE / IMAGE COVERAGE	
		Total For Dept 0302 BUILDING SERVICES	7,371.35

Dept 0303 ECONOMIC DEVELOPMENT

01-0303-3-728000	TECHNICAL SERVICE	ADVOCATE OCCUPATIONAL HE	152.00
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	LAMBDA ALPHA INTERNATION	275.00
01-0303-5-726000	MANUFACTURER AWARD / PKG & MILE	PETTY CASH GENERAL	59.92
01-0303-5-726000	ICSC DEALMAKING/PKG&MILEAGE 10/	PETTY CASH GENERAL	56.08
		Total For Dept 0303 ECONOMIC DEVELOPMENT	543.00

Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS

01-0501-2-720000	INSURANCE	ANDERSON, STEVE	215.55
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	6.61
01-0501-3-705000	CONTRACTUAL SERVICES	GATSO USA	1,200.00
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	338.00
01-0501-4-710000	TELEPHONE	CALL ONE	352.00
01-0501-4-710000	TELEPHONE	CALL ONE	440.06
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	4.38
01-0501-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	834.55
01-0501-5-723000	OFFICE SUPPLIES	STAPLES ADVANTAGE	397.78
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PHILLIPS 66	35.45
01-0501-5-743000	PRINTING AND PUBLICATIONS	MARJO GRAPHICS INC	233.00
01-0501-5-743000	PRINTING AND PUBLICATIONS	P F PATTIBONE & CO	161.35
01-0501-5-743000	PRINTING AND PUBLICATIONS	P F PATTIBONE & CO	970.40
01-0501-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVICE	57.80
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC	5,246.93

Dept 0502 POLICE PATROL

01-0502-5-706000	MATERIALS AND SUPPLIES	GALLS, LLC	558.94
01-0502-5-726000	BASIC POLICE ACADEMY - POTTS	COLLEGE OF DUPAGE	3,113.00
01-0502-5-726000	BASIC POLICE ACADEMY - MELVIN	COLLEGE OF DUPAGE	3,113.00
01-0502-5-752000	UNIFORMS	DANNER	171.20
01-0502-5-752000	UNIFORMS	DANNER	(11.20)
01-0502-5-752000	UNIFORMS	GALLS, LLC	61.92
01-0502-5-752000	UNIFORMS	GALLS, LLC	119.99
01-0502-5-752000	POLICE BODY ARMOR	KIESLER'S POLICE SUPPLY	2,452.48

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Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0502 POLICE PATROL					
01-0502-5-752000	INITIAL HIRE UNIFORMS/BARRY	RAY O'HERRON CO INC	INITIAL HIRE UNIFORMS/BARRY	1,044.13	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS/SWAPPED HOLSTER FOR MELVIN	153.85	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS / HEYDE	114.60	
01-0502-5-752000	UNIFORMS	SAFARILAND	HOLSTER/WOOD	134.00	
01-0502-7-715000	REPLACEMENT COMPUTER FOR LIVESC	CONTINENTAL RESOURCES IN	REPLACEMENT COMPUTER FOR LIVESCAN SYS	1,246.00	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	CONTINENTAL RESOURCES IN	REPLACEMENT COMPUTER FOR LIVESCAN SYS	19.75	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	INT'L FIRE EQUIPMENT COR	FIRE EXTINGUISHERS ANNUAL MAINT	299.24	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	PROFESSIONAL LAW ENFORCE	SEMINAR REGISTRATION / A JOHNSON	125.00	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	SLIG INC	FIREWIRE PORT FOR NEW LIVESCAN COMPUT	43.86	
Total For Dept 0502 POLICE PATROL				12,759.76	

Dept 0503 POLICE-INVESTIGATIONS

01-0503-3-705000	CONTRACTUAL SERVICES	MIRACOMM R-MAPS	WEBSITE ACCESS FOR CRIMINAL INVESTIGA	14.95	
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTE	WEST INVESTIGATIVE INFO	225.80	
01-0503-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HARPER COLLEGE	CONT ED CLASS-SWIDER	20.00	
01-0503-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HARPER COLLEGE	CONT ED-MESERVE	20.00	
01-0503-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HARPER COLLEGE	CONT ED CLASS-ROSKOWIAK	20.00	
Total For Dept 0503 POLICE-INVESTIGATIONS				300.75	

Dept 0504 POLICE-PUBLIC EDUCATION

01-0504-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE SUNSET FOOD	HALLOWEEN GIVEAWAYS/PUBLIC ED	39.69	
Total For Dept 0504 POLICE-PUBLIC EDUCATION				39.69	

Dept 0601 FIRE-ADMINISTRATION

01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER / COPY BASE 11/1/16--1/31/17	20.46	
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE / IMAGE COVERAGE	12.03	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	264.00	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	1,343.15	
01-0601-4-710000	TELEPHONE	VERIZON WIRELESS	SERVICE 10/2--11/1	134.24	
01-0601-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	390.32	
Total For Dept 0601 FIRE-ADMINISTRATION				2,164.20	

Dept 0602 FIRE PREVENTION

01-0602-5-724000	PUBLIC EDUCATION	T & T REPRODUCTIONS & SU	FIRE PROTECTION BROCHURES	118.00	
01-0602-5-724000	PUBLIC EDUCATION	ULTRA PRINTING	INSPECTION FORMS	275.00	
Total For Dept 0602 FIRE PREVENTION				393.00	

Dept 0603 FIRE-EMERGENCY SERVICES

01-0603-2-789000	PAID ON CALL PENSIONS	BELL, CHARLES	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	BRACHER, HERBERT L	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	FONTANA, RAYMOND A	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	LANTZ, JACK	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	MADOLE, GEORGE R	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	MCCORMICK, WM. DAN	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	PRINZING, ROBERT E	SEMI-ANNUAL PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	RASMUSSEN, JOHN W	SEMI-ANNUAL PENSION	175.00	
01-0603-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	DRUG SCREEN	56.00	
01-0603-3-728000	TECHNICAL SERVICES	ANDRES MEDICAL BILLING,	AMBULANCE BILLING 10/16	3,645.03	
01-0603-3-728000	TECHNICAL SERVICES	CIMPLX COMPLIANCE SERVIC	COMPLIANCE SERV 11/16	52.88	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	131.67	
Total For Dept 0603 FIRE-EMERGENCY SERVICES				5,285.58	

Dept 0604 FIRE-SUPPORT SERVICES

Total For Dept 0604 FIRE-SUPPORT SERVICES				5,285.58	
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Vendor Invoice Description

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-4-709000	UTILITIES - STATION 3	COMMONWEALTH EDISON CO	SERVICE 10/16	914.56	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 10/16	93.77	
01-0604-5-706000	MATERIALS AND SUPPLIES	BATTERIES PLUS LLC	BATTERIES - CO MONITORS	34.95	
01-0604-5-706000	MATERIALS AND SUPPLIES	CARQUEST AUTO PARTS	VEHICLE REPAIR/MAINT SUPPLIES	18.92	
01-0604-5-706000	MATERIALS AND SUPPLIES	COMCAST CABLE	SERVICE 12/16--5/17	152.40	
01-0604-5-706000	MATERIALS AND SUPPLIES	COMCAST CABLE	SERVICE 12/16--5/17	126.90	
01-0604-5-706000	MATERIALS AND SUPPLIES	ICE TOWN	ICE MACHINE REPAIRS STN#2	386.50	
01-0604-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC HARDWARE/SUPPLIES	86.02	
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	NO-FLASH	582.53	
01-0604-5-707000	FIREFIGHTER SUPPLIES	FIRESERVICE MANAGEMENT	TURNOUT GEAR REPAIRS	387.49	
01-0604-5-707000	FIREFIGHTER SUPPLIES	STANEK, MIKE	BRANNOCK DEVICE/TURNOUT BOOTS MEASURE	71.47	
01-0604-5-707000	HELMET	W.S. DARLEY	HELMET	312.18	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS ./ KELLY	374.70	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / HOLTZ	139.00	
			Total For Dept 0604 FIRE-SUPPORT SERVICES	3,681.39	

Dept 0701 PARKS					
01-0701-3-705000	CONTRACTUAL SERVICES	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	417.00	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	32.14	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	64.36	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	21.03	
01-0701-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	170.86	
01-0701-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC HARDWARE/SUPPLIES	18.60	
01-0701-5-706000	MATERIALS AND SUPPLIES	PLAYPOWER LT FARMINGTON	PLAYGROUND EQUIPMT/ WHALE SEAT	158.66	
01-0701-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	223.80	
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INT'L SOCIETY OF ARBORIC	2017 MEMBERSHIP RENEWAL / HEURICH	175.00	
01-0701-5-728000	TREE SURGERY AND SPRAYING	ARTHUR WEILER, INC	REPLACEMENT TREES	(1,500.00)	
01-0701-5-728000	NURSERY STOCK AND TREES	ARTHUR WEILER, INC	REPLACEMENT TREES	1,500.00	
01-0701-5-728000	TREE SURGERY AND SPRAYING	JOHN FLAYTER	REIMBURSE OF STUMP GRINDINGS & RESTOR	250.00	
01-0701-5-728000	HAZARD TREE REMOVAL	SAWELL TREE SERVICE	HAZARD TREE REMOVAL 405 LAUREL	1,700.00	
01-0701-5-729000	NURSERY STOCK AND TREES	ARTHUR WEILER, INC	REPLACEMENT TREES	1,500.00	
01-0701-5-729000	NURSERY STOCK AND TREES	ARTHUR WEILER, INC	1 REPLACEMENT TREE	300.00	
01-0701-5-729000	NURSERY STOCK AND TREES	ARTHUR WEILER, INC	FALL 2016 PARKWAY TREE PLANTING PROGR	46,012.50	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	28.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.00	
01-0701-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVIC	COMPLIANCE SERV 11/16	18.45	
01-0701-7-712000	MAINTENANCE BUILDING	LIBERTYVILLE HARDWARE	MISC HARDWARE/SUPPLIES	26.36	
01-0701-7-713000	MAINTENANCE GROUNDS	CLARKE AQUATIC SERVICES	WEED/ALGAE SERVICE - RED TOP PARK PON	511.00	
01-0701-7-713000	MAINTENANCE GROUNDS	SITE ONE LANDSCAPE SUPPL	IRRIGATION SUPPLIES	5.31	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	REINDERS, INC.	EQUIPMENT PARTS	82.41	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	RUSSO POWER EQUIPMENT	EQUIPMENT PARTS	66.16	
			Total For Dept 0701 PARKS	51,805.64	

Dept 0702 RECREATION					
01-0702-3-713000	INDEPENDENT CONTRACTOR	THE LIBERTYVILLE CLUB	TENNIS INSTRUCTION - FALL 8/20--10/21	5,835.20	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8 -- 10/16	3,804.74	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	161.68	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	131.88	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 9/16	38.28	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 10/16	75.98	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	19.74	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	266.74	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	88.00	

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Fund 01 GENERAL FUND

Dept 0702 RECREATION

01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	OFFICE DEPOT	OFFICE SUPPLIES	34.12	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER / COPY BASE 11/1/16--1/31/17	20.44	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE	104.96	
01-0702-5-723000	OFFICE SUPPLIES	HP PRODUCTS	PRINTING USAGE-SR CTR	3.18	
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	GINO'S EAST	MOD TRAINING LUNCH	112.00	
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	FIORRELLI GRAPHICS & PRIN	SANTA MAILBOX POSTERS	9.00	
01-0702-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	1,073.33	

Total For Dept 0702 RECREATION

11,779.27

Dept 0703 SWIMMING POOL OPERATIONS

01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	48.48	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	185.79	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	19.73	
01-0703-5-706000	MATERIALS AND SUPPLIES	LIFEGUARD STORE INC	POOL STAFF SUPPLIES	230.64	
01-0703-5-706000	MATERIALS AND SUPPLIES	LIFEGUARD STORE INC	CREDIT /OVRPYMT	(245.25)	
01-0703-5-799000	MISCELLANEOUS	CIMPLX COMPLIANCE SERVC	COMPLIANCE SERV 11/16	157.40	
01-0703-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	117.00	

Total For Dept 0703 SWIMMING POOL OPERATIONS

573.79

Dept 0705 SENIOR PROGRAMS

01-0705-3-713000	CONTRACTUAL SERVICES	CATERED PRODUCTIONS	SENIOR DINER CATERING/ HALLOWEEN	390.00	
01-0705-3-713000	CONTRACTUAL SERVICES	CATERED PRODUCTIONS	SENIOR DINER CATERING	325.00	
01-0705-3-713000	CONTRACTUAL SERVICES	LIBERTYVILLE SUNSET FOOD	SENIOR DINER CATERING-433928	118.00	
01-0705-3-713000	CONTRACTUAL SERVICES	LIBERTYVILLE SUNSET FOOD	SENIOR DINER CATERING 10/7	82.00	
01-0705-3-713000	CONTRACTUAL SERVICES	LIBERTYVILLE SUNSET FOOD	SENIOR DINER CATERING 11/4	154.00	
01-0705-3-713000	CONTRACTUAL SERVICES	LIBERTYVILLE SUNSET FOOD	SENIOR DINER CATERING 11/9	106.00	
01-0705-5-706000	PROGRAM MATERIALS AND SUPPLIES	GARNER, ERNIE	SR CTR LUNCH 11/21 ENTERTAINMENT	125.00	
01-0705-5-706000	PROGRAM MATERIALS AND SUPPLIES	SENIOR COUNCIL OF LIBERT	SR CTR B/DAY BASH ENTERTAINMENT 11/1	180.00	
01-0705-5-707000	MEAL SUPPLIES	WAREHOUSE DIRECT	SR CTR COFFEE	106.98	
01-0705-5-714000	SENIOR TRIPS	MARRIOTT'S LINCOLNSHIRE	30\$35 FOR SINGIN IN THE RAIN TICKETS	105.00	

Total For Dept 0705 SENIOR PROGRAMS

1,691.98

Dept 1000 EMERGENCY MANAGEMENT AGENCY

01-1000-7-715000	MAINTENANCE OTHER EQUIPMENT	JS COMMUNICATIONS TECH L	REPLACE BATTERIES / OUTDOOR SIREN	519.90	
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Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY

519.90

Dept 1200 LEGISLATIVE BDS & COMMITTEES

01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, IN	PUBLIC NOTICE	66.70	
01-1200-5-774000	HISTORIC PRESERVATION COMMISSIO	RAMSEY HISTORIC CONSULTA	DOWNTOWN SURVEY / FLD WORK & PHOTOS	5,000.00	
01-1200-5-798000	BUSINESS APPRECIATION BREAKFAST	LIBERTYVILLE SUNSET FOOD	CATERING / MAYOR'S BREAKFAST	393.32	
01-1200-5-798000	BUSINESS APPRECIATION BREAKFAST	PARTYPRO.COM	PARTY RM SUPPLIES/MAYORS BREAKFAST	49.31	
01-1200-5-799000	MISCELLANEOUS	MPHX.COM	VILLAGE BOARD PHOTOS-P CAREY	7.15	

Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES

5,516.48

Dept 1300 LEGAL

01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICES 10/16	5,117.50	
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LABOR LEGAL SERVICE	1,625.00	
01-1300-3-778000	LABOR COUNSEL	FRANCZEK, RADELET P.C.	LEGAL SERVICE 10/16	1,035.00	
01-1300-3-778000	LABOR COUNSEL	SEYFARTH SHAW ATTORNEYS	LEGAL SERVICES	1,010.00	
01-1300-3-778000	LABOR COUNSEL	SEYFARTH SHAW ATTORNEYS	LEGAL SERVICE	9,973.75	

Total For Dept 1300 LEGAL

18,761.25

Dept 1500 CENTRAL BUSINESS DST PARKING

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Fund 01 GENERAL FUND					
Dept 1500 CENTRAL BUSINESS DST PARKING			SERVICE 10/15--11/14/16	183.30	
01-1500-4-710000	TELEPHONE				
01-1500-7-712000	MAINTENANCE BUILDING	J. GILL & COMPANY	2016 MAINT REPAIRS /WEST PKG STRUCTUR	3,505.00	
01-1500-7-712000	PROFESSIONAL SERVICES	WALKER RESTORATION CONSU	PROFESSIONAL SERVICES - WEST PARKING	45.43	
01-1500-7-712000	PROFESSIONAL SERVICES	WALKER RESTORATION CONSU	PROFESSIONAL SERVICES - WEST PARKING	1,006.32	
		Total For Dept 1500 CENTRAL BUSINESS DST PARKING		4,740.05	
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-3-750000	DIAL-A-RIDE	PAGE	DIAL-A-RIDE 8/16	523.12	
01-1600-3-767000	MOSQUITO CONTROL	CLARKE ENVIRONMENTAL MAN	MOSQUITO CONTROL	6,300.00	
		Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES		6,823.12	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 9/16	39.94	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 10/16	100.07	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	450.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	1,170.00	
		Total For Dept 1700 PUBLIC BUILDINGS		1,760.01	
		Total For Fund 01 GENERAL FUND		187,867.52	
Fund 02 CONCORD SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 10/16	124.09	
		Total For Dept 0000 GENERAL		124.09	
		Total For Fund 02 CONCORD SPECIAL SERVICE AREA		124.09	
Fund 03 EMERGENCY TELEPHONE SYSTEM 911					
Dept 0000 GENERAL					
03-0000-4-710000	TELEPHONE		SERVICE 10/15--11/14/16	522.72	
		Total For Dept 0000 GENERAL		522.72	
		Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911		522.72	
Fund 09 TAX INCREMENT FIN DIST #1					
Dept 0000 GENERAL					
09-0000-0-728000	CONSULTING SERVICES	CHAPMAN AND CUTLER LLP	BOND COUNSEL /DOWNTOWN TIF NOTE	20,000.00	
09-0000-0-776000	PARKING IMPROVEMENTS	COLLINS REAL ESTATE ADVI	REAL ESTATE APPRAISAL	1,500.00	
09-0000-0-776000	PARKING IMPROVEMENTS	WALKER PARKING CONSULTAN	CIVIC CTR PARKING GARAGE DOCS	13,907.98	
09-0000-0-776000	PARKING IMPROVEMENTS	WALSH CONSTRUCTION II L	CIVIC CTR PARKING GARAGE	1,655,933.00	
09-0000-0-776000	PARKING IMPROVEMENTS	WEPLER, TERRY	REIMBURSEMENT/GRANT OF EASEMENT CHURC	6,145.00	
		Total For Dept 0000 GENERAL		1,697,485.98	
		Total For Fund 09 TAX INCREMENT FIN DIST #1		1,697,485.98	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-713000	3" CALLIPER ELM TREES FOR DT STR	ARTHUR WEILER, INC	4) TRIUMPH ELM TREES FOR DT STREETS	2,600.00	
13-0000-0-720000	COOK HOUSE	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	80.00	
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 9 & 10/16	104.07	
13-0000-0-720000	COOK HOUSE	ORKIN	PEST CONTROL	86.42	
13-0000-0-759000	TOURISM PROMOTIONS	MAINSTREET LIBERTYVILLE	METRA POSTER (50%)	268.50	
13-0000-0-759000	8000 COPIES WINTER 2016 DINING	FOSTER PRINTING SERVICE	LIBERTYVILLE DINING GUIDE - WINTER 20	1,284.00	
13-0000-0-762000	CIVIC CENTER	CALL ONE	SERVICE 10/15--11/14/16	56.01	

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Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 13 HOTEL/MOTEL TAX FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
13-0000-0-762000		CIVIC CENTER	295.57	
13-0000-0-762000		CIVIC CENTER	104.95	
13-0000-0-770000		SPORTS COMPLEX MARKETING	1,800.00	
13-0000-0-770000		SPORTS COMPLEX MARKETING	1,270.00	
13-0000-0-781000		ADLER CULTURAL CENTER	66.00	
Total For Dept 0000 GENERAL			8,015.52	

Fund 14 COMMUTER PARKING FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
14-0000-4-708000		ELECTRICITY	130.22	
14-0000-4-710000		PHONE	73.49	
14-0000-4-710000		PHONE	153.00	
14-0000-5-750000		REFUNDS	60.00	
14-0000-7-713000		MAINTENANCE GROUNDS	440.00	
14-0000-7-713000		MAINTENANCE GROUNDS	150.89	
Total For Dept 0000 GENERAL			1,007.60	

Fund 20 UTILITY FUND

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Dept 0000 GENERAL				
20-0000-0-401001		WATER	33.74	
20-0000-0-401001		SEWER	27.25	
20-0000-0-401001		WATER	37.57	
20-0000-0-401001		WATER	8.55	
20-0000-0-401001		SEWER	4.77	
20-0000-0-644000		WATER SALES	(490.57)	
Total For Dept 0000 GENERAL			(378.69)	

Dept 2020 WATER DEPARTMENT

Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
20-2020-3-728000		TECHNICAL SERVICES	390.99	
20-2020-3-728000		TECHNICAL SERVICES	240.00	
20-2020-3-728000		TECHNICAL SERVICES	475.00	
20-2020-3-728000		TECHNICAL SERVICES	71.26	
20-2020-4-708000		ELECTRICITY	50.23	
20-2020-4-708000		ELECTRICITY	123.13	
20-2020-4-708000		ELECTRICITY	80.08	
20-2020-4-708000		ELECTRICITY	35.37	
20-2020-4-708000		ELECTRICITY	32.02	
20-2020-4-708000		ELECTRICITY	45.48	
20-2020-4-708000		ELECTRICITY	36.62	
20-2020-4-708000		ELECTRICITY	173.96	
20-2020-4-708000		ELECTRICITY	41.91	
20-2020-4-708000		ELECTRICITY	42.15	
20-2020-4-708000		ELECTRICITY	440.59	
20-2020-4-709000		NORTH SHORE GAS	65.84	
20-2020-4-709000		NORTH SHORE GAS	36.12	
20-2020-4-709000		NORTH SHORE GAS	33.84	
20-2020-4-710000		TELEPHONE	753.24	
20-2020-4-710000		TELEPHONE	88.00	
20-2020-5-722000		POSTAGE	626.70	

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Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 20 UTILITY FUND

Dept 2020 WATER DEPARTMENT

20-2020-5-723000	OFFICE SUPPLIES	BLANKS/USA	DOOR HANGERS FOR DELINQUENT WATER PMT	75.80	
20-2020-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	105.20	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL IK CTY JOINT ACT	WATER USAGE 10/16	171,711.54	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	220.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	245.00	
20-2020-7-716000	1.5 FLR BALL CORP	WATER PRODUCTS CO	SERVICE TAPPING PARTS	750.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	HYDRANT REPAIR PARTS	330.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	FIRE HYDRANT VALVE SEAT RUBBER	399.60	
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO	HYDRANT PARTS	182.75	

Total For Dept 2020 WATER DEPARTMENT 177,902.42

Dept 2021 SEWER DEPARTMENT

20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	31.42	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	30.21	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	123.47	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	420.96	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	122.34	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	37.86	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	93.88	
20-2021-4-709000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/16	114.65	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 10/16	37.18	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 10/16	35.49	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 10/16	40.05	
20-2021-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	339.57	
20-2021-5-706000	MATERIALS AND SUPPLIES	QUANTUM LABS INC	DISP GLOVES	56.68	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	W/S BILLING 11/16	626.69	
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	CREDIT / OVERPYMT	(7.46)	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	LEGEND ELECTRICAL SALES	CONTROLLER	321.69	
20-2021-7-716000	FRAME, TYPE C, MACHINE SEAT, GI	NEENAH FOUNDRY CO	MANHOLE FRAMES AND LIDS	595.00	
20-2021-7-716000	FRAME, TYPE A, AASHTO M306	NEENAH FOUNDRY CO	MANHOLE FRAMES AND LIDS	595.00	
20-2021-7-716000	FRAME, AASHTO M306 CLASS 40A	NEENAH FOUNDRY CO	MANHOLE FRAMES AND LIDS	372.00	
20-2021-7-716000	HARDWARE	NEENAH FOUNDRY CO	MANHOLE FRAMES AND LIDS	48.00	
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	FRAME & GRATE	214.60	

Total For Dept 2021 SEWER DEPARTMENT 4,249.28

Dept 2022 WASTE WATER TREATMENT PLANT

20-2022-3-728000	TECHNICAL SERVICES	CIMPLEX COMPLIANCE SERVIC	COMPLIANCE SERV 11/16	6.15	
20-2022-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	OUTSIDE LAB TESTING	85.50	
20-2022-4-708000	ELECTRICITY	DYNEGY ENERGY SERVICES	SERVICE 10/16	17,810.40	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 9/16	783.12	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	125.58	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	88.00	
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	C - BATTERIES	5.59	
20-2022-5-706000	MATERIALS AND SUPPLIES	HACH CHEMICAL	LAB REAGENTS	266.62	
20-2022-5-706000	MATERIALS AND SUPPLIES	HINCKLEY SPRINGS	LAB WATER	34.13	
20-2022-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC HARDWARE/SUPPLIES	10.98	
20-2022-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	98.85	
20-2022-5-707000	CHEMICALS	ATCO INTERNATIONAL	DEODORANT BLOCKS	253.50	
20-2022-5-707000	CHEMICALS	VIKING CHEMICAL COMPANY	SODIUM BISULFITE	560.52	
20-2022-5-799000	MISCELLANEOUS	ILLINOIS MUNICIPAL LEAGU	WWTP OPERATOR 2 JOB POSTING	35.00	
20-2022-7-712000	CONTROL BLDG. ACM REMOVAL & DIS	INLAND ENVIRONMENTAL REM	WWTP CONTROL BLDG. FLOOR ASBESTOS ABA	5,585.00	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	CENTURY ELECTRICAL SUPPL	ELEC REPAIR PARTS	31.54	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	FILTER ELEMENT	44.37	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 31 TECHNOLOGY EQUIP/REPL SER FD

Dept 0000 GENERAL	CAPITAL OUTLAY	CDW GOVERNMENT, INC	NAS HARD DRIVES: REPURPOSE OLD BACKU	698.40	
31-0000-6-790000					
		Total For Dept 0000 GENERAL		27,741.08	
		Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD		27,741.08	

Fund 41 ROAD IMPROVEMENT FUND

Dept 0000 GENERAL	ROAD REHABILITATION	CHRISTOPHER B BURKE ENG	2017 PAVEMENT RESURFACING PROJ. ENG.	14,441.89	
41-0000-6-773000		CHRISTOPHER B BURKE ENG	2016 PAVEMENT RESURFACING ENG. SERVIC	45,106.42	
41-0000-6-773000		GOODWIN, DAVE & SANDY	REPLACEMENT BUSH (DAMAGE-2016 ROAD RE	40.45	
41-0000-6-773000		RUBINO ENGINEERING INC	2017 PAVEMENT RESURFACING ENG. SERVIC	2,100.00	
		Total For Dept 0000 GENERAL		61,688.76	
		Total For Fund 41 ROAD IMPROVEMENT FUND		61,688.76	

Fund 45 PARK IMPROVEMENT FUND

Dept 0000 GENERAL	PARK IMPROVEMENT COSTS	GRAINGER INC	DRINKING FOUNTAIN BUBBLER FOR SUNKEN	133.66	
45-0000-0-782000		IMPRESSIONS IN STONE	ENGRAVED RED PAVERS	1,132.00	
45-0000-0-782000		WILLIAMS ARCHITECTS	ENG SERV / RIVERSIDE POOL RENOVATIONS	330.83	
		Total For Dept 0000 GENERAL		1,596.49	
		Total For Fund 45 PARK IMPROVEMENT FUND		1,596.49	

Fund 46 PUBLIC BUILDING IMPROVEMENT FD

Dept 0000 GENERAL	SCHERTZ MUNICIPAL BUILDING	FIRE & SECURITY SYSTEMS,	INSTALL FIRE SYSTEM / 200 COOKK ST	7,117.20	
46-0000-0-795000					
		Total For Dept 0000 GENERAL		7,117.20	
		Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD		7,117.20	

Fund 55 POLICE PENSION FUND

Dept 0000 GENERAL	MISCELLANEOUS	MCCORKLE LITIGATION SERV	TRANSCRIPTION FOR DIS PENSION	1,220.00	
55-0000-0-699000					
		Total For Dept 0000 GENERAL		1,220.00	
		Total For Fund 55 POLICE PENSION FUND		1,220.00	

Fund 60 LIBERTYVILLE SPORTS COMP FUND

Dept 6001 ISC-INDOOR SPORTS CENTER	CONTRACTED SERVICES	BASELINE YOUTH SPORTS, I	ADLT SFTBL UMP ASSIGNOR 698\$4	276.00	
60-6001-3-707000		BRADY STIEF	OCT2016 ADLT SFTBL UMP 30\$30	90.00	
60-6001-3-707000		CAITLIN RODRIGUEZ	FALL2016 ADLT BSKTBL SCOREKEEPER 120	156.00	
60-6001-3-707000		CAPELLANIA, ANTHONY	OCT2016 ADLT SFTBL UMP 120\$30	360.00	
60-6001-3-707000		CHRIS SHEPARD	FALL2016 ADLT FLAG FTBL REF 120\$25	300.00	
60-6001-3-707000		COOPER, JAMES	OCT2016 ADLT SFTBL UMP 20\$30	60.00	
60-6001-3-707000		DEPALMA, KEVIN	OCT2016 ADLT SFTBL UMP 40\$30	120.00	
60-6001-3-707000		GREMBER, AL	OCT2016 ADLT SFTBL UMP 40\$30	120.00	
60-6001-3-707000		HANSEN, KEN	FALL2016 ADLT FLAG FTBL REF 70\$25	175.00	
60-6001-3-707000		JANDA, TOM	OCT2016 ADLT SFTBL UMP 30\$30	90.00	
60-6001-3-707000		KEN KESSELER	FALL2016 ADLT FLAG FTBL REF & ASSIGNO	865.00	
60-6001-3-707000		MORGAN PADILLA	FALL2016 ADLT BSKTBL SCOREKEEPERS 20	260.00	
60-6001-3-707000		NATHAN MCCULLOUGH	OCT2016 ADLT SFTBL UMP 80\$30	240.00	
60-6001-3-707000		OKZESIK, RANDY	OCT2016 ADLT SFTBL UMP 30\$30	90.00	

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Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-3-707000	CONTRACTED SERVICES	REYNOLDS, TOM	OCT2016 ADLT SFTBL UMP 36\$30	90.00	
60-6001-3-707000	CONTRACTED SERVICES	ROUEK, JEFFREY	OCT2016 ADLT SFTBL UMP 78\$30	210.00	
60-6001-3-707000	CONTRACTED SERVICES	SOLTYSIAK, ROBERT	FALL2016 ADLT FLAG FTBL REF 186\$25	450.00	
60-6001-3-707000	CONTRACTED SERVICES	STANCZAK, TOM	OCT2016 ADLT SFTBL UMP 116\$30	330.00	
60-6001-3-707000	CONTRACTED SERVICES	STRAMA, THOMAS	FALL2016 ADLT FLAG FTBL REF 186\$25	450.00	
60-6001-3-707000	CONTRACTED SERVICES	TOM SHANNON	OCT2016 ADLT SFTBL UMP 46\$30	120.00	
60-6001-3-707000	CONTRACTED SERVICES	VAUGHN, ROBERT	OCT2016 ADLT SFTBL UMP 56\$30	150.00	
60-6001-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER / COPY BASE 11/1/16--1/31/17	20.46	
60-6001-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE / IMAGE OVERAGE	33.41	
60-6001-3-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 10/16	830.80	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	158.40	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	240.50	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	FOLDING TABLES	156.99	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	GUITAR CABLE	7.99	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	GUITAR CABLE	7.99	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	GUITAR CABLE	7.99	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	AMAZON	GUITAR CABLE	7.99	
60-6001-5-706000	FREIGHT	MITY-LITE, INC	12 30"X6FT BEIGE TABLES	99.26	
60-6001-5-706000	30"X6 FT BEIGE TEXTURE RECT TAB	MITY-LITE, INC	12 30"X6FT BEIGE TABLES	1,262.58	
60-6001-5-716000	CONCESSIONS	LIBERTYVILLE SUNSET FOOD	CORPORATE MEETINGS	81.91	
60-6001-5-716000	CONCESSIONS	PEPSI	LATE CHARGE (8/18/16)	45.13	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	449.16	
60-6001-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	85.87	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	DANNIBLE, JOHN	FALL2016 ADLT SFTBL THURS TOURNEY CHA	100.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	FRANCL, EDDIE	FALL2016 ADLT SFTBL THURS SEASON CHAM	100.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	JEFF ANDERSON	FALL2016 ADLT SFTBL TUES TOURNEY CHAM	100.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	JOMY JOSEPH	FALL2016 ADLT FLAG FTBLSEASON CHAMPS	100.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	MIKE PFLEEGAR	SUMMER2016 ADLT SFTBL / REG & TOURNEY	200.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	PETE MUELLEGGER	FALL2016 ADLT SFTBL TUES SEASON CHAMP	100.00	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	POZZI, BRIAN	FALL2016 ADLT FLAG FTBL TOURNEY CHAMP	100.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	AMAZON	AUX CABLE/AUDIO JACK	22.97	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	AMAZON	COMPUTER/LAPTOP MONITOR REAR VIEW MIR	(2.88)	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	AMAZON	REFUND FOR BACK ORDER	28.78	
60-6001-5-733000	30"X6 FT BEIGE TEXTURE RECT TAB	MITY-LITE, INC	12 30"X6FT BEIGE TABLES	1,262.58	
60-6001-5-733000	FREIGHT	MITY-LITE, INC	12 30"X6FT BEIGE TABLES	99.27	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	PARTYPRO.COM	PARTY RM SUPPLIES/MAYORS BREAKFAST	26.99	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	UTILITY BENCH FOR FITNESS	134.99	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	60 PK OF WASHCLOTHS	29.99	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	COW BELL W/HANDLE& 2-TV MOUNT	27.98	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	AMAZON	WASHCLOTHS	29.99	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	BEST BUY	2-TV'S	499.98	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	RICOH USA, INC	COPIER / COPY BASE 11/1/16--1/31/17	20.46	
60-6001-5-750000	REFUNDS	ASTBURY, MARY	REFUND / FITNESS MEMBERSHIP	197.00	
60-6001-5-750000	REFUNDS	KYLE HILL	REFUND / CLS CANCELLATION	94.50	
60-6001-5-751000	CLIMBING WALL/FRONT DESK	AMAZON	COW BELL W/HANDLE& 2-TV MOUNT	10.90	
60-6001-5-799000	MISCELLANEOUS	CIMPIX COMPLIANCE SERVIC	COMPLIANCE SERV 11/16	338.69	
60-6001-6-790000	CAPITAL OUTLAY	OFFICE DEPOT	OFFICE SUPPLIES	(1,843.49)	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	3,290.00	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 10/16	213.33	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	ADPT'L JANITORIAL SERVICE 10/1 & 2	192.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING / MATS	LECHNER & SONS	UNIFORMS / MATS	112.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-7-712000	MAINTENANCE BUILDING / UNIFORMS	LECHNER & SONS	UNIFORMS / MATS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	NEHER ELECTRIC SUPPLY IN	ELEC SUPPLIES	462.00	
60-6001-7-712000	MAINTENANCE BUILDING	NES RENTALS	RENTAL / BOOM 10/25--10/31	910.00	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	479.28	
60-6001-7-712000	MAINTENANCE BUILDING	SUPERIOR INDUSTRIAL SUPP	JANITORIAL SUPPLIES	318.30	
60-6001-7-714000	MAINTENANCE GROUNDS	NEHER ELECTRIC SUPPLY IN	SC LIGHT BULBS	98.84	
		Total For Dept 6001	LSC-INDOOR SPORTS CENTER	16,362.88	
Dept 6002	LSC-GOLF LEARNING CENTER				
60-6002-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER / COPY BASE 11/1/16--1/31/17	20.46	
60-6002-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 10/16	380.11	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	105.60	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 10/15--11/14/16	160.32	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	RANGE AUTOMATION SYSTEMS	CARD ENCODING	227.80	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	THE UPS STORE	DRIVING RANGE SHIP FOR ENCODING	79.55	
		Total For Dept 6002	LSC-GOLF LEARNING CENTER	973.84	
Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER				
60-6003-0-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 10/16	107.05	
		Total For Dept 6003	LSC-FAMILY ENTERTAINMENT CENTER	107.05	
		Total For Fund 60	LIBERTYVILLE SPORTS COMP FUND	17,443.77	

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BOTH OPEN AND PAID

Invoice Description

Vendor

Invoice Line Desc

GL Number

Amount

Check #

Fund Totals:

Fund 01 GENERAL FUND	187,867.52
Fund 02 CONCORD SPECIA	124.09
Fund 03 EMERGENCY TELE	522.72
Fund 09 TAX INCREMENT	1,697,485.98
Fund 13 HOTEL/MOTEL TA	8,015.52
Fund 14 COMMUTER PARKI	1,007.60
Fund 20 UTILITY FUND	260,873.79
Fund 30 VEHICLE MAINT/	159,137.43
Fund 31 TECHNOLOGY EQU	27,741.08
Fund 41 ROAD IMPROVEME	61,688.76
Fund 45 PARK IMPROVEME	1,596.49
Fund 46 PUBLIC BUILDIN	7,117.20
Fund 55 POLICE PENSION	1,220.00
Fund 60 LIBERTYVILLE S	17,443.77

Total For All Funds:

2,431,841.95



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Ordinance Granting Approval of a Special Use Permit (PC 16-36) at 850-860 Technology Way – Heritage Church, Applicant

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would approve a Special Use Permit for a Religious Organization for Heritage Church at 850-860 Technology Way. The Village Board approved this request at their November 8, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their November 22, 2016, meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A RELIGIOUS ORGANIZATION
AT 850-860 TECHNOLOGY WAY

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A RELIGIOUS ORGANIZATION
AT 850-860 TECHNOLOGY WAY

WHEREAS, Heritage Church (the “Lessee”), is the lessee of certain real property commonly known as 850-860 Technology Way and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, the Subject Property is zoned in an O-2, Office, Manufacturing and Distribution Park District under the Libertyville Zoning Code; and

WHEREAS, Religious Organizations are authorized as a Special Use, subject to certain limitations, in an O-2, Office, Manufacturing and Distribution Park District in the Village of Libertyville; and

WHEREAS, the Lessee filed an application with the Village of Libertyville seeking a Special Use Permit for a Religious Organization in order to allow Heritage Church to occupy the Subject Property; and

WHEREAS, on September 19, 2016, the Development Review Committee reviewed and recommended approval of the requested zoning relief; and

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on October 8, 2016, in the *Daily Herald*, held a public hearing on October 24, 2016, at 7:05 p.m., at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested zoning relief; and

WHEREAS, on October 24, 2016, the Plan Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as

required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested zoning relief for a Religious Organization in order to allow Heritage Church to occupy the Subject Property should be granted, subject to certain conditions and limitations, all as is more specifically set forth in that certain Report of the Plan Commission on Case No. PC 16-36, dated as of November 2, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Lessee’s application and the findings and recommendations of the Plan Commission and are fully advised in the premises and have determined that the requested zoning relief for a Religious Organization in order to allow Heritage Church to occupy the Subject Property should be granted, subject to certain conditions and limitations as hereinafter set forth.

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

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

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

- a. General Standards. No special use permit shall be recommended or granted pursuant to this Section 16-9 unless the applicant shall establish that:
 - 1) Code and Plan Purposes. The use is consistent with Code and Plan purposes.

- 2) Adverse Impact. The church use will not have an adverse effect upon the public health, safety, and general welfare. The existing parking lot supply of 592 spaces will be adequate in meeting the peak parking demands of the church and will not conflict with regular business hours.
- 3) Interference with Surrounding Development. The use will have no effect on the immediate vicinity other than parking after normal business hours.
- 4) Adequate Public Facilities. The use will be adequately served by existing essential public facilities and services.
- 5) Traffic Congestion. The use will generate a low volume of traffic, especially during the weekday evening peak hour, and as a result, will not have a significant impact on area roadways.
- 6) Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
- 7) Compliance with Standards. The proposed use and development will comply with all additional standards.

SECTION THREE: Special Use Permit and Conditions. A Special Use Permit shall be, and is hereby, granted to the Lessee, pursuant to Section 16-9 of the Libertyville Zoning Code, for a Religious Organization in order to allow Heritage Church to occupy the Subject Property; provided, however, that this Special Use Permit shall be, and it hereby is, expressly made subject to the following conditions and limitations:

1. The Special Use Permit shall not authorize the extension of any use nor the development or construction of improvements, but shall merely authorize the preparation, filing and processing of applications for any permits or approvals that may be required by the codes and ordinances of the Village.
2. Subject to an extension of time granted by the Village Administrator pursuant to Section 15-1.12 of the Libertyville Zoning Code, the Special Use Permit shall not be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Certificate of Occupancy is issued and the use commenced within that period.
3. The use shall comply with the Libertyville Zoning Code and all other ordinances, rules, and regulations of the Village and the requirements of the Village thereunder.

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

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

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Parcel 1:

Lot 1 in the Final Plat of Pine Meadow Corporate Center, Being a Resubdivision of Libertyville Business Park 6th Plat of Resubdivision and Part of Libertyville Business Park all in the Northwest 1/4 of Section 18, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat of Said Resubdivision Recorded December 19, 2000 as Document 4622822, in Lake County, Illinois.

Parcel 2:

A Non-Exclusive Easement for the Benefit of Parcel 1 as Created by Declaration of Covenants, Conditions, Restrictions and Easements for Pine Meadow Corporate Office Park Dated December 20, 2000 and Recorded January 02, 2001 as Document 4625989 Made By and Between Libertyville Corporate Office Park, L.L.C., Libertyville Corporate Office II L.L.C., and Libertyville Corporate Office Park III L.L.C. for the Purpose of Vehicular and Pedestrian Access and Circulation, Ingress and Egress, Parking, Walkways, Sewers and Drainage, Utilities, Emergency Maintenance, and Signs over an Undefined Portion of the Following Described Land:

Lots 2 Through 5, Both Inclusive, in the Final Plat of Pine Meadow Corporate Center, Being a Resubdivision of Libertyville Business Park 6th Plat of Resubdivision and Part of Libertyville Business Park All in the Northwest 1/4 of Section 18, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat of Said Resubdivision Recorded December 19, 2000 as Document 4622822, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016
Agenda Item: Ordinance Declaring Surplus Property
Staff Recommendation: Approve Ordinance
Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

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

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

VILLAGE OF LIBERTYVILLE
ORDINANCE 16 -O- _____

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

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

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

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

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

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

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

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

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

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

PASSED this _____ day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: _____ day of _____, 2016

ATTEST:

Terry Wepler, Village President

Sally Kowal, Village Clerk

EXHIBIT A

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Department</u>
1999	Ford	F350	1FDAW57FXEA98201	Public Works
2006	Ford	F350	1FDWF37YX6EA60221	Public Works
2003	Honda	Accord	1HGCM72693A003832	Police
2003	Ford	F350	1FDXF47P03D58936	Public Works



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Resolution Accepting Water Main and Sanitary Sewer Main in Bridgepoint of Libertyville Subdivision

Staff Recommendation: Approve Resolution

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

Background: Bridge Development Partners LLC requested and received approval of the Public Improvements and a Letter of Credit reduction at the Village Board meeting on February 23, 2016. The two-year guarantee period also started at this time. The required documentation, which included the Contractor's Sworn Statement of Payment and Waivers of Lien, was provided at that time. Subsequently, a revised Letter of Credit was provided for the reduced guarantee amount of \$39,592.05, to be held in accordance with the Development Agreement. The attached Resolution is now required at this time for the formal Village acceptance of the Public Improvements, which include water main and sanitary sewer main.

Administrative Staff recommends approval of the Resolution, which requires a positive vote of a majority of the corporate authorities holding office. Consequently, four positive votes are required for approval.

RESOLUTION 16-R- _____

A RESOLUTION ACCEPTING WATER MAIN AND SANITARY SEWER IMPROVEMENTS
FOR THE BRIDGEPOINT LIBERTYVILLE SUBDIVISION

WHEREAS, BRIDGE POINT 94, LLC (hereinafter, the “Owner”) owns that certain property located at 851 – 937 East Park Avenue, Libertyville, Illinois and legally described in Exhibit A, attached hereto (hereinafter the “Property”); and

WHEREAS, the Owner entered into a development agreement with the Village of Libertyville, an Illinois Municipal Corporation (hereinafter, the “Village”) for the development of the Property, said agreement being entitled “An Agreement Relating to the Approval of the Development of Bridgepoint of Libertyville” (hereinafter, the “Agreement”); and

WHEREAS, the Agreement was recorded with the Lake County Recorder of Deeds on August 14, 2014 as Document No. 7123462; and

WHEREAS, pursuant to Section 3 of the Agreement, the Owner was required to dedicate to the Village water mains and appurtenances within the public water main easement and sanitary sewer mains and appurtenances within the sanitary sewer easement, as shown on the Approved Engineering Plans prepared by Pearson Brown & Associates, Inc. last revised as of June 17, 2014 (hereinafter, the “Water Main and Sanitary Sewer Main Improvements”); and

WHEREAS, pursuant to the Agreement, the Owner has constructed the Water Main and Sanitary Sewer Main Improvements and has provided the Village with three sets of “as-built” or “record” drawings and specifications for the Water Main and Sanitary Sewer Main Improvements, which have been prepared by Nolan & Wedow Survey Group, LLC, and dated February 9, 2016 (hereinafter the “As-Builts”); and

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

Section 2. The Water Main and Sanitary Sewer Main Improvements, as reflected in the As-Built Drawings, are hereby accepted, subject to the guarantees provided by the Agreement.

Section 3. This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this day of _____, 2016

AYES:

NAYS:

ABSENT:

APPROVED this day of _____, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

BRIDGEPOINT LIBERTYVILLE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS.

(Formerly Described as Follows:

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

Parcel 4:

That Part of Section 22, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Beginning at the Intersection of the Southerly Line of the Former Chicago and Milwaukee Electric Railroad Company's Right-of-Way With the Easterly Line of Sunnyside Park Subdivision, Being a Subdivision of Part of the Northeast Quarter of Section 21 and the Northwest Quarter of Section 22 According to the Plat Thereof Recorded August 7, 1923 as Document Number 227922 In Lake County, Illinois; Thence Southeasterly Along Said Southerly Railroad Right-of-Way to the Centerline of the Des Plaines River; Thence Southwesterly Along Said River Centerline to a Line 140 Feet Northerly of and Parallel With the South Line of Lot A in Copeland Manor North, Being a Subdivision of Part of Said Sections 21 and 22 According to the Plat Thereof Recorded January 6, 1926 as Document Number 271824 in Said County; Thence Northwesterly Along Said Parallel Line to the Northwest Corner of Premises Described in Document 687148; Thence Southwesterly Along the Westerly Line of Premises Described in Document 687148 to the South Line of Lot A; Thence Northwesterly Along the South Line of Said Lot A to the West Corner of Premises Described in Document 649149; Thence Northeasterly Along the East Line of Premises Described in Document 649149 to the Northeast Corner of Said Premises Described in Said Document 649149; Thence Northwesterly Measured on a Line 140 Feet North of and Parallel With the South Line of Said Lot A, a Distance of 285 Feet to the Northwest Corner of Premises Described in Document 649145; Thence Southwesterly Along the Westerly Line of Premises Described in Document 649145 to the South Line of Said Lot A; Thence Northwesterly Along the South Line of Said Lot A to the Southeast Corner of Premises Described in Document 649144; Thence Northeasterly Along the Easterly Line of Premises Described in Document 649144 to the Northeast Corner of Said Premises Described in Said Document 649144; Thence Northwesterly Measured on a Line 140 Feet North of and Parallel With the South Line of Said Lot A to a Line 140 Feet Easterly of and Parallel With the Westerly Line of Said Lot A; Thence Northeasterly Along Said Parallel Line to a Line 121 Feet Southerly of and Parallel With the Southerly Line of Said Sunnyside Park Subdivision; Thence Northwesterly Along Said Parallel Line to the Easterly Right-of-Way Line of Seventh Avenue; Thence Northeasterly Along Said Easterly Right-of-Way Line to Said Southerly Line of Sunnyside Park Subdivision; Thence Southeasterly Along Said Southerly Line to the Southeast Corner of Said Subdivision; Thence Northeasterly Along the Easterly Line of Said Subdivision to the Northeast Corner Thereof, Also Being Said Point of Beginning, Excepting Therefrom the Northerly 20 Feet of the Westerly 829.25 Feet (as Measured Along the Easterly Extension of the Southerly Line of Said Sunnyside Park Subdivision) Thereof, Said Exception Abutting Said Southerly Railroad Right-of-Way Line and Also Excepting Therefrom That Part Lying East and South of the Following Described Lines: Commencing at the Intersection of the Southerly Line of the Former Chicago and Milwaukee Electric Railroad Company's Right-of-Way With the Easterly Line of Sunnyside Park Subdivision, Being A Subdivision of Part of the Northeast Quarter of Section 21 and the Northwest Quarter of Section 22 According to the Plat Thereof Recorded August 7, 1923 as Document Number 227922; Thence South 83 Degrees 07 Minutes 23 Seconds East Along Said Southerly Right-of-Way Line, 802.00 Feet to the Point of Beginning; Thence South 06Degrees 55 Minutes 19 Seconds West, 922.90 Feet; Thence North 82 Degrees 53 Minutes 38 Seconds West, 801.07 Feet; Thence South 06 Degrees 51 Minutes 49 Seconds West, 47.38 Feet; Thence North 82 Degrees 40 Minutes 00 Seconds West, 65.53 Feet to the Point of Termination, all In Lake County, Illinois.

Parcel 6:

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



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: License Agreement – 414 Carter Street Storm Sewer Service Line

Staff Recommendation: Approve Agreement

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

Background: The property owner at 414 Carter Street has received approval for a stormwater management system to comply with the Village's Watershed Development Ordinance requirements in connection with the construction of a new single family residence. In order to connect the system to the nearest Village storm sewer, it is necessary for the property owner to install a private storm sewer line in the parkway from the property frontage to the existing Village storm sewer located at the corner of Carter Street and Rockland Road (an approximate distance of 190 feet). An Exhibit is attached that depicts the alignment of the proposed storm sewer service line within the public right-of-way. The attached License Agreement authorizes this installation within the right-of-way, will renew automatically every two years and will be recorded against the subject property. The Agreement has been executed by the property owner.

Administrative Staff recommends approval of the attached License Agreement. In order to be approved, the Ordinance requires a positive vote of a majority of the corporate authorities holding office. Consequently, four positive votes are required for approval.

THIS SPACE FOR RECORDER'S USE ONLY

LICENSE AGREEMENT

THIS AGREEMENT, dated as of 10/13, 2016, by and between the Village of Libertyville, an Illinois municipal corporation, 118 West Cook Avenue, Libertyville, Illinois (the "Village"), and DBD Properties, LLC, 321 South Milwaukee Avenue, Libertyville, Illinois (the "Licensee"),

WITNESSETH:

WHEREAS, Carter Street is a public street under the control and jurisdiction of the Village; AND

WHEREAS, the Licensee is the owner of certain property located at 414 Carter Street, Libertyville, and legally described in Exhibit A, attached hereto (hereinafter, the "Subject Property"); and

WHEREAS, the Licensee has applied for a site construction permit and received approval for installation of a 4-inch PVC storm service pipe within the public right-of-way, as more fully depicted on the "Site and Grading Plan", prepared by Smithson Associates, Inc. and with revision date September 19, 2016 (the "Installation"); and

WHEREAS, the Installation allows for compliance with the Village of Libertyville Watershed Development Ordinance Appendix P requirements for a stormwater detention system that will drain to the Village's public storm sewer in a restricted fashion;

WHEREAS, the Licensee and the Village agree that the granting of a License Agreement to the Licensee to allow for the Licensed Installation and perpetual maintenance of the Licensed Installation is in the best interest of the Village and the Licensee, and other Carter Street residents adjacent to the Installation; and

WHEREAS, in consideration of the Licensee's agreement to maintain the Licensed Installation, and subject to the reservations, conditions and provisions herein contained, the Village has no objection to the Licensee's proposed Installation,

WHEREAS, the Licensee and the Village contemplate that properties located on the

east side of Carter Street, between McKinley Avenue and West Rockland Road, may be benefited if the owners of the Adjacent Properties (hereinafter, the "Adjacent Property Owners") desire, in the future, to connect to the Installation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Licensee hereby agree 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. License. The Village hereby grants to the Licensee a license for the use, maintenance, repair and replacement of the Installation pursuant to, and in strict accordance with, the terms of this Agreement.

3. Term and Termination. This Agreement shall be for a term commencing 10/13, 2016 and terminating 10/13, 2018 and shall automatically renew for successive two year terms unless the Village in its sole discretion, upon 60 days' written notice prior to the expiration of the initial term or any renewal term provides notice of cancellation to the Licensee. Notwithstanding the foregoing, this Agreement shall automatically terminate and expire on the date that the Installation is removed or abandoned in accordance with Village requirements, or the date on which the Village adopts an ordinance vacating the property in which the Installation is located as a right-of-way. The Village shall not be liable to the Licensee for any loss or damage suffered by the Licensee by reason of any such termination and the provisions of Sections 7, 8 and 9 of this Agreement shall survive any such termination. This Agreement shall run with the land and shall be recorded against the Subject Property, and shall be binding upon and inure to the benefit of the owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) any other statutory or common law rules imposing time limits, then such rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of Bruce V. Rauner, current Governor of the State of Illinois.

4. Improvements. No alterations, improvements, repairs or additions shall be made by the Licensee to the Installation or the public right-of-way without the prior written consent of the Village. In the event that the license term ends under the provisions of item 3 above, any such alterations, improvements or additions made by the Licensee shall remain the property of the Village; provided, however, if this Agreement is terminated as a result of the Village's adoption of an ordinance vacating the property in which the Installation is located as a right-of-way for public street and walkway purposes, any such alterations, improvements, repairs or additions made by the Licensee shall remain the property of the Licensee.

5. Maintenance. The Licensee shall be solely responsible for the maintenance of the Installation, including all portions of the Installation located in the public right-of-way (including the connection to the Village storm sewer system) and all costs related thereto. Such

maintenance shall include the repair and replacement of the Installation as may be reasonably required, as well as the necessary restoration of the public right-of-way in accordance with Village requirements. Except as otherwise provided herein, the Licensee shall be solely responsible, at all times, to maintain the Installation in good repair and in working condition at the Licensee's sole cost and expense.

6. Reservation of Rights. The license herein granted to the Licensee is subordinate and subject to the existing rights of the Village and third persons under existing easements or other agreements affecting the Subject Property. The Village expressly reserves the right to use the public right-of-way and to grant to others in the future the right to use the public right-of-way, as well as to grant to Adjacent Property Owners the right to make storm sewer connections to the Installation. In the event that connections by Adjacent Property Owners are requested of and approved by the Village, the Village's approval shall be subject to such Adjacent Property Owners having first agreed, in writing, to share the cost of maintenance of that portion of the Installation which services such Adjacent Owner's property, in equal proportions with the Licensee and all other Adjacent Property Owners served by the Installation. The Licensee and such Adjacent Property Owners shall at all times be responsible, severally and jointly, to maintain the Installation in good repair and in working condition. Except as provided herein, neither the Village nor any such other party shall be obligated to protect or restore any alterations, improvements or additions made by the Licensee within the public right-of-way should it be necessary or desirable for the Village or any such other party to disturb or remove such alterations, improvements or additions in making use of the public right-of-way.

7. No Easement or Prescriptive Rights. The Licensee does hereby acknowledge and agree, that its use of the Licensed Installation is pursuant to this revocable license and shall not be deemed to give rise to any form of easement. The Licensee does hereby further acknowledge, and agree, that no prescriptive rights have arisen prior to the date of this Agreement nor shall any prescriptive rights be deemed to arise out of this Agreement.

8. Release; Hold Harmless. The Licensee agrees to, and does hereby, release, indemnify and save harmless the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees from, and waive all of its rights against the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of any other claim, injury or loss, no matter how sustained, allegedly caused by, connected with, or in any way attributable to, the rights herein granted or granted to others in the public right-of-way, the use or misuse of the Licensed Installation, the Licensee's failure to comply with any of the terms and conditions hereof, or the termination of this Agreement.

9. Enforcement. The parties herein 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 Licensee 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 Village elected or appointed officers, officials, agents, representatives, attorneys or employees on account of the negotiation, execution or breach of any of the terms or conditions of this Agreement. In the event of a judicial proceeding brought by either party to this Agreement against the other party 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 attorney's fees incurred in connection with such judicial proceeding.

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: _____
Terry L. Wepler
Village President

ATTEST:

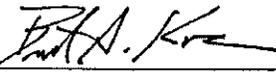
Village Clerk

DBD PROPERTIES, LLC



Sam Valadez Member/Manager
PRINT NAME AND TITLE

WITNESS:



Brent A. Koch Field Supervisor 10-13-2016
PRINT NAME, TITLE, AND DATE

After recording mail to:
Director of Public Works
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 74 in Libertyville Highlands, a Subdivision of parts of the East Half of Section 20 and the West Half of Section 21, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded January 25, 1926 as Document 272834 in Book O of Plats, Pages 96, 97, 98 and 99, in Lake County, Illinois.

Commonly known as: 414 Carter Street, Libertyville, Illinois

THIS SPACE FOR RECORDER'S USE ONLY

LICENSE AGREEMENT

THIS AGREEMENT, dated as of 10/13, 2016, by and between the Village of Libertyville, an Illinois municipal corporation, 118 West Cook Avenue, Libertyville, Illinois (the "Village"), and DBD Properties, LLC, 321 South Milwaukee Avenue, Libertyville, Illinois (the "Licensee"),

WITNESSETH:

WHEREAS, Carter Street is a public street under the control and jurisdiction of the Village; AND

WHEREAS, the Licensee is the owner of certain property located at 414 Carter Street, Libertyville, and legally described in Exhibit A, attached hereto (hereinafter, the "Subject Property"); and

WHEREAS, the Licensee has applied for a site construction permit and received approval for installation of a 4-inch PVC storm service pipe within the public right-of-way, as more fully depicted on the "Site and Grading Plan", prepared by Smithson Associates, Inc. and with revision date September 19, 2016 (the "Installation"); and

WHEREAS, the Installation allows for compliance with the Village of Libertyville Watershed Development Ordinance Appendix P requirements for a stormwater detention system that will drain to the Village's public storm sewer in a restricted fashion;

WHEREAS, the Licensee and the Village agree that the granting of a License Agreement to the Licensee to allow for the Licensed Installation and perpetual maintenance of the Licensed Installation is in the best interest of the Village and the Licensee, and other Carter Street residents adjacent to the Installation; and

WHEREAS, in consideration of the Licensee's agreement to maintain the Licensed Installation, and subject to the reservations, conditions and provisions herein contained, the Village has no objection to the Licensee's proposed Installation,

WHEREAS, the Licensee and the Village contemplate that properties located on the

east side of Carter Street, between McKinley Avenue and West Rockland Road, may be benefited if the owners of the Adjacent Properties (hereinafter, the "Adjacent Property Owners") desire, in the future, to connect to the Installation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Licensee hereby agree 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. License. The Village hereby grants to the Licensee a license for the use, maintenance, repair and replacement of the Installation pursuant to, and in strict accordance with, the terms of this Agreement.

3. Term and Termination. This Agreement shall be for a term commencing 10/13, 2016 and terminating 10/13, 2018 and shall automatically renew for successive two year terms unless the Village in its sole discretion, upon 60 days' written notice prior to the expiration of the initial term or any renewal term provides notice of cancellation to the Licensee. Notwithstanding the foregoing, this Agreement shall automatically terminate and expire on the date that the Installation is removed or abandoned in accordance with Village requirements, or the date on which the Village adopts an ordinance vacating the property in which the Installation is located as a right-of-way. The Village shall not be liable to the Licensee for any loss or damage suffered by the Licensee by reason of any such termination and the provisions of Sections 7, 8 and 9 of this Agreement shall survive any such termination. This Agreement shall run with the land and shall be recorded against the Subject Property, and shall be binding upon and inure to the benefit of the owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) any other statutory or common law rules imposing time limits, then such rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of Bruce V. Rauner, current Governor of the State of Illinois.

4. Improvements. No alterations, improvements, repairs or additions shall be made by the Licensee to the Installation or the public right-of-way without the prior written consent of the Village. In the event that the license term ends under the provisions of item 3 above, any such alterations, improvements or additions made by the Licensee shall remain the property of the Village; provided, however, if this Agreement is terminated as a result of the Village's adoption of an ordinance vacating the property in which the Installation is located as a right-of-way for public street and walkway purposes, any such alterations, improvements, repairs or additions made by the Licensee shall remain the property of the Licensee.

5. Maintenance. The Licensee shall be solely responsible for the maintenance of the Installation, including all portions of the Installation located in the public right-of-way (including the connection to the Village storm sewer system) and all costs related thereto. Such

maintenance shall include the repair and replacement of the Installation as may be reasonably required, as well as the necessary restoration of the public right-of-way in accordance with Village requirements. Except as otherwise provided herein, the Licensee shall be solely responsible, at all times, to maintain the Installation in good repair and in working condition at the Licensee's sole cost and expense.

6. Reservation of Rights. The license herein granted to the Licensee is subordinate and subject to the existing rights of the Village and third persons under existing easements or other agreements affecting the Subject Property. The Village expressly reserves the right to use the public right-of-way and to grant to others in the future the right to use the public right-of-way, as well as to grant to Adjacent Property Owners the right to make storm sewer connections to the Installation. In the event that connections by Adjacent Property Owners are requested of and approved by the Village, the Village's approval shall be subject to such Adjacent Property Owners having first agreed, in writing, to share the cost of maintenance of that portion of the Installation which services such Adjacent Owner's property, in equal proportions with the Licensee and all other Adjacent Property Owners served by the Installation. The Licensee and such Adjacent Property Owners shall at all times be responsible, severally and jointly, to maintain the Installation in good repair and in working condition. Except as provided herein, neither the Village nor any such other party shall be obligated to protect or restore any alterations, improvements or additions made by the Licensee within the public right-of-way should it be necessary or desirable for the Village or any such other party to disturb or remove such alterations, improvements or additions in making use of the public right-of-way.

7. No Easement or Prescriptive Rights. The Licensee does hereby acknowledge and agree, that its use of the Licensed Installation is pursuant to this revocable license and shall not be deemed to give rise to any form of easement. The Licensee does hereby further acknowledge, and agree, that no prescriptive rights have arisen prior to the date of this Agreement nor shall any prescriptive rights be deemed to arise out of this Agreement.

8. Release; Hold Harmless. The Licensee agrees to, and does hereby, release, indemnify and save harmless the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees from, and waive all of its rights against the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of any other claim, injury or loss, no matter how sustained, allegedly caused by, connected with, or in any way attributable to, the rights herein granted or granted to others in the public right-of-way, the use or misuse of the Licensed Installation, the Licensee's failure to comply with any of the terms and conditions hereof, or the termination of this Agreement.

9. Enforcement. The parties herein 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 Licensee 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 Village elected or appointed officers, officials, agents, representatives, attorneys or employees on account of the negotiation, execution or breach of any of the terms or conditions of this Agreement. In the event of a judicial proceeding brought by either party to this Agreement against the other party 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 attorney's fees incurred in connection with such judicial proceeding.

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

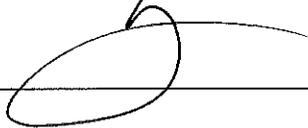
VILLAGE OF LIBERTYVILLE

By: _____
Terry L. Wepler
Village President

ATTEST:

Village Clerk

DBD PROPERTIES, LLC



Sam Valadez Member/Manager
PRINT NAME AND TITLE

WITNESS:



Brent A. Koch Field Supervisor 10-13-2016
PRINT NAME, TITLE, AND DATE

After recording mail to:
Director of Public Works
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 74 in Libertyville Highlands, a Subdivision of parts of the East Half of Section 20 and the West Half of Section 21, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded January 25, 1926 as Document 272834 in Book O of Plats, Pages 96, 97, 98 and 99, in Lake County, Illinois.

Commonly known as: 414 Carter Street, Libertyville, Illinois



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Request Use of Village Property- Menorah

Staff Recommendation: Approve Request by Olivia Simmons to Use Cook Park for Menorah

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

Background: Attached is a request from resident Olivia Simmons to install and maintain a 9 foot tall Menorah to be in Cook Park from sundown on Saturday, December 24, 2016 through sundown Sunday, January 1, 2017. During this time there will be a nightly lighting of the candles with the community invited to participate. The Simmons family will be responsible for installing and maintaining the Menorah until it is dismantled mid-January.

Cook Park is a traditional public forum which is available to the public for a variety of constitutionally protected communications and activities. In approving the request, the Village Board is not affiliated with any organization or belief.

Administrative Staff recommends approval for the use of Cook Park for the Menorah placement from sundown on Saturday, December 24, 2016 through sundown Sunday, January 1, 2017. Four votes are required for approval.

Julie Fanning

From: Olivia Simmons [oliviarosesimmons@yahoo.com]
Sent: Monday, November 14, 2016 12:14 PM
To: Julie Fanning
Subject: Fwd: Menorah Lighting- Hanukkah 2016

Importance: High

Updated:

Members of the Village Board of Libertyville;

On behalf of my family and the Jewish community of Libertyville, I am writing to gain permission from the Village Board, to place a 9ft. tall Menorah in Cook Memorial Park during the coming Hanukkah Holiday.

The Menorah is the same one that you have approved in past years. It will be secured in the recessed PVC pipe that the Parks Dept installed for this purpose. The lights on the Menorah plug into the outdoor outlet that is in close proximity to the PVC pipe.

The holiday begins this year at sundown on Saturday, December 24th, and runs through sundown on Sunday, January 1st. We would remove it toward the middle of January.

We will invite the community out each night to light one of the lights. The Pioneer Press usually announces this in the paper.

Thank you very much for your consideration.

Olivia Simmons
1100 Lake Street
Libertyville IL, 60048

Thanks Julie!



VILLAGE BOARD AGENDA SUPPLEMENT

- Meeting Date:** November 22, 2016
- Agenda Item:** Request Use of Village Property- Live Nativity
- Staff Recommendation:** Approve Request by United Methodist Church to Use Cook Park for Live Nativity Event
- Staff Contact:** Connie Kowal, Director of Recreation and Sports Complex

Background: Attached is a letter from United Methodist Church of Libertyville requesting the use of Cook Park on Sunday, December 18, 2016 from 1:00 p.m. to 7:00 p.m. for the 5th annual Live Nativity event. The event includes farm animals used for the event scenes but will be in a fenced in area when not part of the event. United Methodist Church has also requested use of the Cook Park sound system.

Cook Park is a traditional public forum which is available to the public for a variety of constitutionally protected communications and activities. In approving the request, the Village Board is not affiliated with any organization or belief.

Administrative Staff recommends approval for the use of Cook Park for the live Nativity event on Sunday, December 18, 2016, subject to submitting the required certificate of insurance. Four votes are required for approval.



United Methodist Church of Libertyville
429 Brainerd Avenue Libertyville, IL 60048
Amanda Seibert, Director of Children and Family Ministries
www.umcl.org Amanda.Seibert@umcl.org

November 10, 2016

Dear Ms. Fanning –

The United Methodist Church of Libertyville would like to request the Village's permission to use Cook Park on December 18 for our church's Live Nativity. We are very grateful for the Village of Libertyville's assistance and blessing over the last four years. This will be our 5th annual Live Nativity performance and we think it has been very well received by the larger community. The children and youth of our church reenact the birth story of Jesus. We have our own children's choir of angels, live animals and, for the first time, will feature a real baby Jesus.

If possible we would love to start the stage set-up around 1:00 PM, while the sun is out. We would like to have access to your sound system but will be bringing a lot of our own sound equipment. Our sound tech is hoping that our equipment is all we need but we may want hook into your speakers and have your sound system as a familiar back up. Our dress rehearsal will start at 4:00pm and the 20 minute performance begins at 6:00 PM. Once the performance is over we invite all in attendance to our church for cookies, cocoa and fellowship. The complete tear down will start as soon as the performance is over and will be done by 7:00 PM at the latest.

Please let me know if we need to provide anything else. We have greatly appreciated being able to have this special performance in downtown Libertyville. We hope and pray for a performance day without rain and negative temperatures!

Blessings,

Amanda Seibert



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Banner request - Village of Libertyville

Staff Recommendation: Approve Installation of Banner in Cook Park

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is a request from the Village of Libertyville Staff for Village Board approval to install a banner in Cook Park on approximately January 5, 2017 through January 23, 2017 pending the opening of the Church Street Parking Garage. Staff would also like to install this same banner on Monday, February 13, 2017 through Friday, February 17, 2017 advertising the opening of the Church Street Parking Garage. Administrative staff recommends approval of the request and four positive votes are required for approval.

INTERNAL BANNER APPLICATION FOR SIGN PERMIT VILLAGE OF LIBERTYVILLE

Date: November 10, 2016

Department Request Community Development

Department Contact Heather Rowe

Email address hrowe@libertyville.com

Direct phone 847-977-4200

DATE REQUESTS *dates pending*

Mon. Jan 5 - Fri. Jan. 23 & Mon. Feb. 13-Fri. Feb. 17

Sign sample



Additional Information

Dates are subject to change depending on final completion of the garage.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Appointment to the David Adler Music and Cultural Center Board

Staff Recommendation: Approve Appointment of Community Development Director John Spoden

Staff Contact: Kevin J. Bowens, Village Administrator

Background: The Village Administrator currently serves as the liaison to the David Adler Music and Cultural Center (DAMAC) Board of Directors, however with my upcoming retirement on December 23, 2016, I have recommended and Mayor Wepler has agreed to appoint Community Development Director John Spoden as the Village representative and liaison. This appointment will also provide the new Village Administrator with additional time to evaluate this arrangement. Four positive votes are required for approval.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: 2017-2018 Village Board Goals

Staff Recommendation: Adopt Goals

Staff Contact: Kevin J. Bowens, Village Administrator

Background: In October 2016, the Mayor, Village Board and Staff held their annual workshop meeting to review the status of goals and projects from fiscal year 2016-2017, and to develop goals and projects for fiscal year 2017-2018. The attached document summarizes the goals which have been identified as priorities by the Mayor and Village Board. The Administrative Staff recommends that the Village Board adopt the attached goals (a simple majority of four affirmative votes is required).

Committee, and Village Staff recently completed a Water and Sewer Rate Study and restructuring of water and sewer rates and planned adjustments, which will provide funding for water and sewer improvements over the next 10 years identified in the Multiyear Capital Improvement Plan.

Complete Redevelopment of Downtown Metra Commuter Train Station

For many years the Village has been accumulating money in the Commuter Parking Fund with a goal of replacing the existing downtown Metra Commuter Train Station, and renovation of the station parking lot. In April 2016 the Village Board entered into a Professional Services Agreement with Rick Swanson Architects to design a major renovation to the downtown Metra Commuter Train Station. The Mayor, Village Staff, and Mr. Swanson have met with representatives from Metra to review requirements for the project, and proposed plans for the renovation of the Metra Commuter Train Station are under review with the Appearance Review Commission, and will be forwarded to the Mayor and Village Board in November for review and approval. Contractor bids will then be solicited, and Staff anticipates that the construction of the project will likely start in early 2017 and continue through the calendar year. In conjunction with the completion of the renovations to the Downtown Metra Commuter Train Station and pending development of the Trimm property, the Village can then also proceed with the renovation of the adjoining commuter parking lot.

Develop Storm Water Management Plan

The Village Board has directed the Staff to prepare a Request for Proposal (RFP) for a Master Storm Water Management Plan, which will be issued in January 2017 and funded in the 2017-18 Village Budget. The purpose of the study will be to identify all problem flooding locations in the Village, and options to reduce flooding along with estimated costs and benefits. It is anticipated that the Master Storm Water Management Plan will be relevant for the next 20 years, with updates on a five-year interval basis. The completion of the study will allow the Village Board and Staff to identify future Storm Water Capital Improvements, and options for funding those improvements which may include a Storm Water Utility Fee.

Implementation of Village Strategic Plan

Following completion of the Village Strategic Plan by the Northern Illinois University (NIU) Center for Governmental Studies and approval by the Mayor and Village Board, the plan will identify a number of goals and performance measurements to be accomplished over the next several years. Village Staff recommends developing Staff assignments and work plans in order to begin implementation of the goals contained in the strategic plan.

DEVELOPMENT OF 2017-2018 VILLAGE BOARD GOALS

Continue Redevelopment of Vacant Properties

Progress continues on the development of the Bolander, Trimm, and BECO properties. In addition, a development application has been recently submitted by The Roanoke Group for the 40 acre Chicago Archdiocese property, known as Oak Trails (west side of Butterfield Road near Pine Meadow golf course). Village Staff will continue to work with the Village Board, Plan Commission/ZBA and Economic Development Commission to oversee the redevelopment of these vacant properties in conjunction with the Village's Economic Development Strategy (copy attached). In addition, while not a vacant piece of property, the Village Board has directed Staff to obtain proposals for the anticipated marketing and sale of the Village owned Family Entertainment Center and Golf Learning Center parcels at the Libertyville Sports Complex (LSC). Based upon the recently obtained appraisals, the Village Board directed the Staff to interview real estate brokers for the anticipated marketing of the two parcels. A major goal for the upcoming year will be to sell the LSC properties.

Continue Peterson Road/Route 137 Streetscape Improvements

Staff is continuing to work with the Village Board, property owners, and 3-D Design Studio to continue implementation of the Master Streetscape Improvement Plan along the Peterson Road/Illinois Route 137 business corridor. Village Staff is currently working with 3-D Design Studio on the bid documents for the fourth phase of the streetscape improvements, which will focus on the three grass medians located between East of the Butterfield Square shopping center to Austin's Saloon. While the Village Board and Staff have included \$25,000 in each of the last several Village Budgets for the phased-in implementation of the streetscape plan, Staff would suggest consideration of allocating a portion of the recently approved Places For Eating Tax revenues and budget a larger amount towards completing all of the Peterson Road/Route 137 streetscape improvements in the 2017-2018 budget year.

Continue Implementation of Road and Water/Sewer Capital Improvements

This is an important ongoing annual goal of the Mayor and Village Board, and 2017-2018 will represent the final year of the Road Improvement Program funded by the bond issues approved by citizen referendum. With the recent completion of the IMS Pavement Evaluation Study and identification of remaining road improvement priorities, the Village Staff and Streets Committee have begun discussions on future road improvement funding. Current discussions are considering the options of another referendum for either an additional bond issue(s) or an increase in the Village tax rate sufficient to fund a pay-as-you-go Road Improvement Program. In addition, the Mayor and Village Board, Water and Sewer



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Resolution Appointing new Village Administrator and Approving Employment Agreement

Mayor and Village Board Recommendation: Adopt Resolution appointing Christopher Clark as the new Village Administrator and Approving Employment Agreement

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Earlier this year Village Administrator Kevin J. Bowens announced his retirement effective December 23, 2016, after 25 years of service to the Village. In July 2016 the Village Board retained GovHR USA, LLC to conduct a nationwide recruitment for the Village Administrator position, and 54 resumes were received from 13 states, including 32 applications from Illinois. Eleven candidates were selected and interviewed by a committee made up of Mayor Wepler, Trustee Johnson, and Police Chief Herdegen, and four of those candidates were recommended to interview with the Board of Trustees.

Following this process, the Mayor and Village Board have selected Christopher Clark as the next Libertyville Village Administrator. Mr. Clark is currently the Village Administrator in Cary, Illinois, and prior to that was an Assistant Village Manager in Glenview and Grayslake, Illinois, and Administrative Assistant in Lake Forest. Mr. Clark brings 20 years of municipal experience to the position, and will start work on Monday, December 19, 2016. The attached Resolution provides for the appointment of Christopher Clark as Libertyville Village Administrator, as well as approval of his employment agreement which outlines the terms and conditions of employment. Four positive votes are required for approval.

RESOLUTION NO. 16 - R-___

A RESOLUTION APPOINTING CHRISTOPHER CLARK AS VILLAGE ADMINISTRATOR
OF THE VILLAGE OF LIBERTYVILLE AND APPROVING AN EMPLOYMENT
AGREEMENT RELATING TO SUCH EMPLOYMENT

WHEREAS, Kevin J. Bowens has faithfully served as Village Administrator for the Village of Libertyville for 25 years and has announced his retirement effective December 23, 2016; and

WHEREAS, the Village has conducted a nationwide search to seek an individual to assume the position of Village Administrator upon Mr. Bowens retirement; and

WHEREAS, following the review and interview of candidates who applied who applied, the Mayor and Village Board believe that it is in the best interest of the Village and its residents to appoint Christopher Clark to assume the position of Village Administrator; and

WHEREAS, the President and Board of Trustees reviewed the terms and conditions of employment of Mr. Clark and believe that it is the best interests of the Village and its residents to enter into an employment agreement with Mr. Clark in substantially the form attached hereto and made a part hereof as Exhibit A (the "Employment Agreement").

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: Appointment of Christopher Clark as Village Administrator

Christopher Clark is hereby appointed to the position of Village Administrator effective as of 5:00 p.m. on December 23, 2016.

SECTION THREE: Execution and Attestation of Employment Agreement.

The Village President and the Village Clerk shall be, and they hereby are authorized and directed to execute and attest, respectively, the Employment Agreement.

SECTION FIVE: Effective Date.

This resolution shall be in full force and effect from and after its passage and approval by a majority of the Corporate Authorities then holding office.

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement is made this 22nd day of November, 2016, between the Village of Libertyville, an Illinois Municipal Corporation (hereinafter called "Village"), as employer, and Christopher Clark, as employee, pursuant to the terms and conditions herein.

WHEREAS, the Mayor and Village Board of the Village of Libertyville, Illinois have appointed Christopher Clark to the office of Village Administrator, and desire to provide certain benefits, establish certain conditions of employment, and to set working conditions of said employee; and

WHEREAS, it is in the best interest of the Village to employ Christopher Clark as Village Administrator upon such terms and conditions which will promote his continued productivity and efficiency by providing employment and financial security and provide a fair, equitable, and orderly means for termination of such employment; and

WHEREAS, Christopher Clark desires to accept employment as Village Administrator of the Village of Libertyville upon the terms and conditions described herein; and

WHEREAS, the terms and conditions of employment of a Village Administrator are within the scope of the government and affairs of the Village of Libertyville.

NOW THEREFORE, in consideration of the foregoing preambles together with the mutual covenants contained herein, the Village and Christopher Clark agree as follows:

1. Duties. The Village shall employ Christopher Clark as Village Administrator of the Village of Libertyville in accordance with the terms of this Agreement. Mr. Clark shall perform all functions and duties as specified in the Village Municipal code, and shall perform such other legal, permissible and proper duties which are consistent with the usual duties and responsibilities of a Village Administrator, as may be assigned, from time to time, by the Mayor and Village Board.

Mr. Clark shall work exclusively for the Village and shall work diligently utilizing his best efforts in the performance of the services hereunder. Mr. Clark shall devote his entire business time, attention and energies to the performance of the services hereunder and shall not, without the prior written consent of the Village Mayor, actively (as opposed to passively) engage in any income or profit generating activities. Mr. Clark shall abide by all lawful policies and decisions of the Village whether now or hereafter existing.

2. Compensation. The Village agrees to pay Mr. Clark an annual salary of \$170,000 payable in installments in accordance with the Village's regular payroll procedures. The Village Board agrees to review said salary annually based on annual performance and salary review, made at the same time as similar consideration is given other Village employees generally.
3. Term of Employment. The term of employment of Mr. Clark shall commence on December 19, 2016, shall be indefinite, shall not be for a fixed or stated term and shall be at the will and desire of a majority of the Village Board. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Board to terminate the services of Mr. Clark at any time. Nothing in this Agreement shall create any property or other right to a continuation of Mr. Clark's employment. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Clark to resign at any time from his position with the Village, subject to the provisions contained in this Agreement.
4. Termination Provision. In the event Mr. Clark is terminated by the Village during such time as he is willing and able to perform his duties under this Agreement, the Village agrees to continue the salary, health insurance, and life insurance benefits for Mr. Clark and his dependents until such time as Mr. Clark obtains new employment, but, in any event, not longer than twelve (12) months after the date of termination.

In the event that Mr. Clark obtains employment within the time period during which he is receiving termination pay and benefits, he shall advise the Village Board, in writing, immediately and his termination pay and benefits shall be discontinued upon re-employment.

In the event the Village at any time during the term of this Agreement reduces the salary or other financial benefits of Mr. Clark in a greater percentage than an applicable across-the-board reduction for all employees of the Village, or in the event the Village refuses, following written notice, to comply with any other provision benefitting Mr. Clark herein, or Mr. Clark resigns following a suggestion, whether formal or informal, by the Village Board that he resign, then, in that event, Mr. Clark, may, at his option, be deemed to be "terminated" at the day of such reduction, such refusal to comply or such resignation within the meaning and context of the herein termination pay provisions.

In accordance with Section 2-94 of the Village code, and notwithstanding the foregoing provisions of this Section 4, in the event that Mr. Clark is terminated because of his participation in any illegal act or because of his breach of this Agreement, the Village shall have no obligation to pay the termination pay and benefits designated in this Agreement.

Notwithstanding the foregoing provisions of this Section 4, in the event of Mr. Clark's death, this Agreement shall terminate automatically and without any liability of the Village to Mr. Clark or his estate.

In the event that Mr. Clark voluntarily resigns his position with the Village, he shall provide the Village one month (1) notice in advance, unless the parties otherwise agree.

5. Life Insurance Coverage. The Village shall provide Mr. Clark with a life insurance policy in the amount of one times his salary.
6. Vacation. Mr. Clark shall be entitled to 20 days of vacation in accordance with the Village employee vacation policy.
7. Benefits. In addition to benefits specifically provided in this Agreement, Mr. Clark shall be entitled to participate in employee benefit plans or programs of the Village to the extent that his position, tenure, salary, age, health and other qualifications make him eligible to participate, subject to the rules and regulations applicable thereto. The Village reserves the sole and exclusive right, in compliance with any applicable laws, to change, modify or eliminate in their entirety any such benefits and nothing contained in this Agreement shall be deemed or construed as creating any property rights or other right to a continuation thereof.
8. Business Expenses. The Village shall reimburse Mr. Clark for all properly incurred and documented job related expenses, as approved by the Mayor and Village Board.
9. Professional Development. The Village agrees to pay for the cost of professional development activities for Mr. Clark including professional membership fees, dues and subscriptions, educational and training programs, and attendance to any national, state, and local city management related conferences. All such costs shall be reasonable and customary and within limits approved in advance as part of the Village budget.
10. ICMA Deferred Compensation. The Village shall execute the necessary agreements to allow Mr. Clark participation in the ICMA Retirement Corporation Deferred Compensation Plan provided that such agreements do not impose any liability on the Village or result in the violation of any law or the termination of any similar plan currently provided by the Village.
11. Residency Requirement and Moving Expenses. The Village agrees to allow Mr. Clark 365 days following the date of employment to establish residency within the

Village, and such date may be extended if approved by the Village Board. The Village agrees to reimburse, or pay directly, for the reasonable and necessary expenses of Mr. Clark associated with packing, moving, and unpacking of himself and his family, and his personal property, to the Village.

Mr. Clark shall provide evidence of actual moving expenses by securing at least two quotations, which shall be reviewed and approved by the Village Board.

12. Sick Leave. The Village agrees to advance Mr. Clark twelve (12) days of sick leave upon his employment. During the first twelve (12) months of employment thereafter, Mr. Clark will not earn any sick days, and thereafter will incur sick leave in accordance to the benefits provided to all other Village employees.
13. Indemnification. The Village shall insure, defend, save harmless and indemnify Mr. Clark against liability claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of the duties of Village Administrator as provided in the Libertyville Municipal Code, excluding any intentional acts of misconduct.
14. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to employment of Mr. Clark and supersedes all prior written and oral agreements or understandings pertaining thereto.
15. Amendments. No amendments, changes, modifications, alterations or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
16. No Waiver. Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice such party's right to demand strict performance or enforcement for any future performance required hereunder.
17. Assignment. This Agreement with respect to Mr. Clark is personal in nature and Mr. Clark shall not assign the same or any rights or obligations hereunder without the consent of the Village.
18. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, that provision will be deemed severable, and the remainder of the Agreement shall remain in full force and effect.

19. Binding Effect. This Agreement shall be binding upon November 22, 2016, and pursuant to Illinois State Statute, this Agreement shall be binding upon the Village and its successors and assigns.
20. Governing Law. The execution, validity, construction, interpretation, performance and enforcement of this Agreement shall be governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.
21. Taxes. Nothing in this Agreement shall be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement to Mr. Clark, any federal or state income tax liability that Mr. Clark may incur as a result of this Agreement or any of the transactions contemplated herein.

IN WITNESS WHEREOF, the Village of Libertyville has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Village Clerk, and Mr. Clark has signed and executed this Agreement, both in duplicate, as of the day and year first written above.

The Village of Libertyville, an Illinois Municipal Corporation.

Mayor

ATTEST:

Village Clerk



Christopher Clark



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Public Hearing Regarding the 2016 Village Property Tax Levy

Staff Recommendation: Conduct Public Hearing and Direct Staff to Prepare Tax Levy Ordinance for the December 13, 2016 Village Board Meeting.

Staff Contact: Patrice Sutton, Finance Director
Kevin J. Bowens, Village Administrator

Background: On November 15, 2016, the Village Board met as a Committee of the Whole to discuss preparation of the 2017-18 Village Budget and to consider options for the 2016 property tax levy. Based on the Board's recommendations, the Village anticipates receiving a total of \$7,982,593 (after all abatements) in 2016 property tax revenues, which represents a 3.4% increase compared to property tax revenues received in 2015. Staff estimates the 2016 tax levy would result in a property tax rate of 0.703650 compared to 0.700931 in 2015.

In establishing the proposed 2016 tax levy, the Village Board has taken into consideration the information contained in the recently discussed Five Year Financial Plan. The proposed 2016 tax levy continues the Village's practice of abating debt service for all Alternate Revenue Bonds and for the Township Road and Bridge tax. This Truth in Taxation Public Hearing is being held because prior to abatements, the proposed tax increase is greater than 5% above the 2015 Village tax levy. Following this hearing, the Village Board will direct the Administrative Staff to prepare an ordinance adopting a 2016 property tax levy for consideration at the December 13, 2016 Village Board meeting. Based on the proposed levy and an estimated increase in equalized assessed valuation (EAV) of 3%, taxes paid on property with an EAV of \$133,333 (\$400,000 market value) would increase by \$31 (3.4%).

The attached information provides additional details about the tax levy process and other information that was considered in determining the proposed levy.

VILLAGE OF LIBERTYVILLE 2016 TAX LEVY PUBLIC HEARING

Tax Levy Process

In order to collect a property tax, government agencies in the State of Illinois are required to establish a "tax levy." The tax levy is a projection of the monies the government agency obtains through the annual property tax. The Libertyville Village Board adopts a property tax levy by ordinance, and files the ordinance with the Lake County Clerk by the last Tuesday in December. The funds identified in the tax levy and collected through the property tax are utilized by the Village, along with other revenue sources, to fund the Village Budget.

The Village's 2016 tax levy will be incorporated in the property tax bills property owners receive in 2017 and will be collected between June and September 2017. These funds will be used by the Village to fund a portion of the 2017-2018 Village Budget (the Village operates on a May 1 through April 30 fiscal/budget year). The tax levy ordinance adopted by the Village is filed with the Lake County Clerk, whose office determines the "tax rate" needed to raise the dollars levied by the Village. The Village levies in dollars rather than a specific tax rate. As a result, the Village does not receive any additional dollars if the assessed valuation of property in the Village increases or decreases. Rather, the amount of the Village tax levy remains the same, and is spread over a greater or lesser total assessed valuation of property (which results in a decrease or increase in the actual Village tax rate). The 2016 total equalized assessed valuation is expected to increase approximately 3% which should lower the increase in the actual tax rate since the dollar amount of the levy is spread over a larger assessed valuation.

The timing of the determination of the tax levy amount creates a challenge because it occurs prior to the preparation of the fiscal year 2017-18 annual budget, the period during which the funds will be used. However, the Village Board and Staff utilize a five year financial plan, which has been discussed and will guide the preparation of the 2016-17 Village Budget.

The property tax rate is determined by the Lake County Clerk and appears on the property owner's property tax bill. The tax rate is applied to the property's assessed valuation, which determines the amount of money the taxpayer pays to the Village of Libertyville and other taxing districts. Property owners in the Village of Libertyville will note that the Village is only one of many taxing bodies which appear on the annual property tax bill.

Proposed 2016 Village Tax Levy

After reviewing three options, the Village Board is considering a 2016 net tax levy in the amount of \$7,982,593 which would include a levy of \$144,000 for the Village's payment to the Special Recreation Association. Legislation was passed in 2003 which allowed this portion to be levied outside the tax cap. This proposed tax levy represents a 3.4% increase over the extended 2015 Village property tax levy of \$7,720,146. The Village Staff anticipates that the estimated 2016 levy would result in a property tax rate of 0.703650. The increase includes funding for repayment of the road bonds that were issued in 2012, 2013, 2014 and 2015.

TAX LEVY COMPARISON - 2015 & 2016

FUND	2015 EXTENDED LEVY			2016 PROPOSED			
	LEVY	EXTENSION	RATE	LEVY	ABATEMENTS	EXTENSION	RATE
CORPORATE	807,000	807,005	0.073270	545,856	0	545,856	0.048116
FIRE	755,000	755,008	0.068549	753,000	0	753,000	0.066375
STREETS/BRIDGES*	750,000	412,755	0.037475	750,000	307,000	443,000	0.039050
PARKS	355,000	355,007	0.032232	353,000	0	353,000	0.031116
RECREATION	355,000	355,007	0.032232	353,000	0	353,000	0.031116
IMRF/FICA	335,000	335,006	0.030416	333,000	0	333,000	0.029353
Sub-Total General Fund	3,357,000	3,019,788	0.274174	3,087,856	307,000	2,780,856	0.245127
POLICE PENSION	1,740,300	1,740,310	0.158007	2,006,848	0	2,006,848	0.176900
FIRE PENSION	1,252,200	1,252,208	0.113691	1,470,531	0	1,470,531	0.129624
Sub-Total Pensions	2,992,500	2,992,517	0.271698	3,477,379	0	3,477,379	0.306524
Sub-total General & Pensions (Tax Cap Calculation)	6,349,500	6,012,306	0.545872	6,565,235	307,000	6,258,235	0.551651
SRA	144,000	144,010	0.013075	144,000	0	144,000	0.012693
BONDS (See Below)	4,110,413	1,563,828	0.141984	4,132,628	2,552,270	1,580,358	0.139305
LEVY	10,603,913	7,720,143	0.700931	10,841,863	2,552,270	7,982,593	0.703650

BONDS	2015		2016	
	Levy	Extended	Levy	Extended
Adler Pool (2008 Ltd Tax Refunding)	216,553	216,553	214,615	214,615
Sports Complex (2010A Refunding)	543,755	0	541,505	0
Sports Complex (2010B Taxable Refunding)	330,488	0	333,288	0
Sports Complex (2010C Refunding)	579,350	0	581,600	0
Sales Tax (2010D-Bolander Refunding)	73,440	0	66,690	0
Road Bonds (2012A GO Bond)	306,325	306,325	312,125	312,125
Water/Sewer (2012B Alt Revenue)	249,400	0	247,700	0
Road Bonds (2013A GO Bond)	354,785	354,785	358,938	358,938
Water/Sewer (2013B Alt Revenue)	289,975	0	288,325	0
Water/Sewer (2014A Alt Revenue)	311,450	0	309,600	0
Road Bonds (2014B GO Bond)	336,350	336,350	337,250	337,250
Road Bonds (2015A GO Bond)	334,329	334,329	357,430	357,430
Water/Sewer (2015B Alt Revenue)	184,213	0	183,563	0
	<u>4,110,413</u>	<u>1,563,830</u>	<u>4,132,628</u>	<u>1,580,358</u>

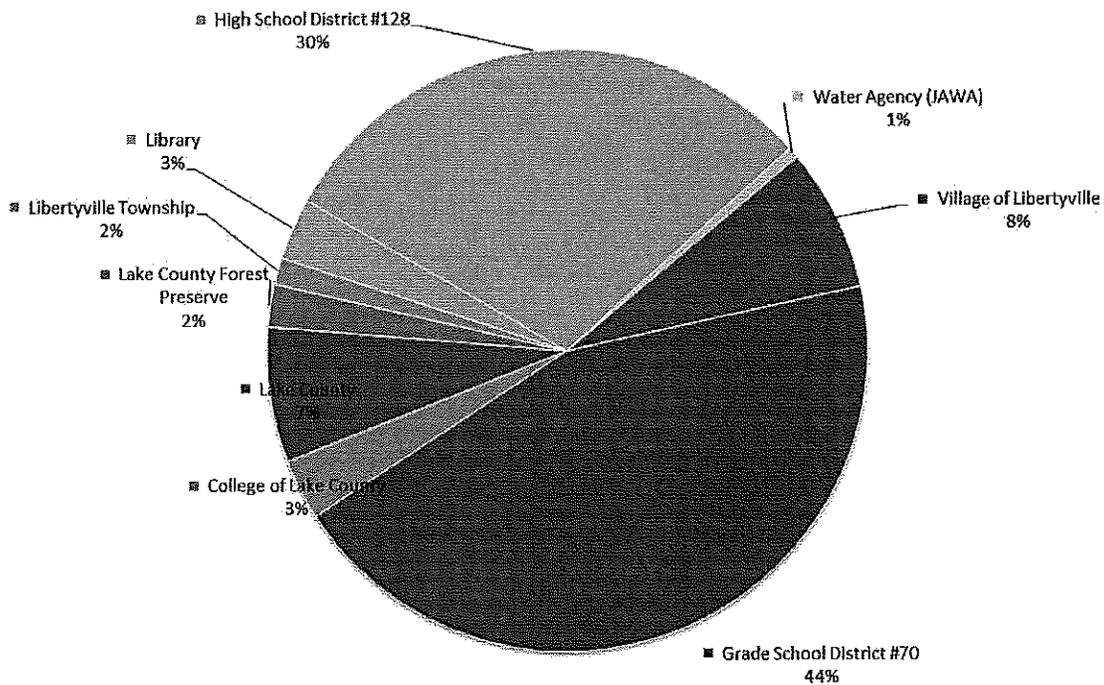
In attempting to determine the 2016 property tax levy, the Village Board has taken the following items into consideration:

- An increase of approximately 3% in the equalized assessed valuation of property within the Village (based on preliminary information provided by the Lake County Assessor).
- Requirements of the tax cap legislation.
- Increased required contributions to the Police and Fire Pension funds.
- Projections contained in the Village Five Year Financial Plan.
- A desire to maintain General Fund balances according to the Fund Balance Policy and to maintain current service levels to Village taxpayers.

Due to the fact that the gross 2016 estimated tax levy subject to PTELL of \$6,565,235, which includes the township portion of the road and bridge levy, represents an increase greater than 5% compared to the 2015 levy (\$6,012,306), the Village is required to hold a public hearing and provide notice as required by the State of Illinois Truth-in-Taxation Act. Once the township road and bridge levy and the alternate revenue bonds are abated, the actual increase will be 3.4%. The Village Board has scheduled a Public Hearing at 8:00 p.m. on Tuesday, November 22, 2016 to discuss the 2016 tax levy and obtain public input.

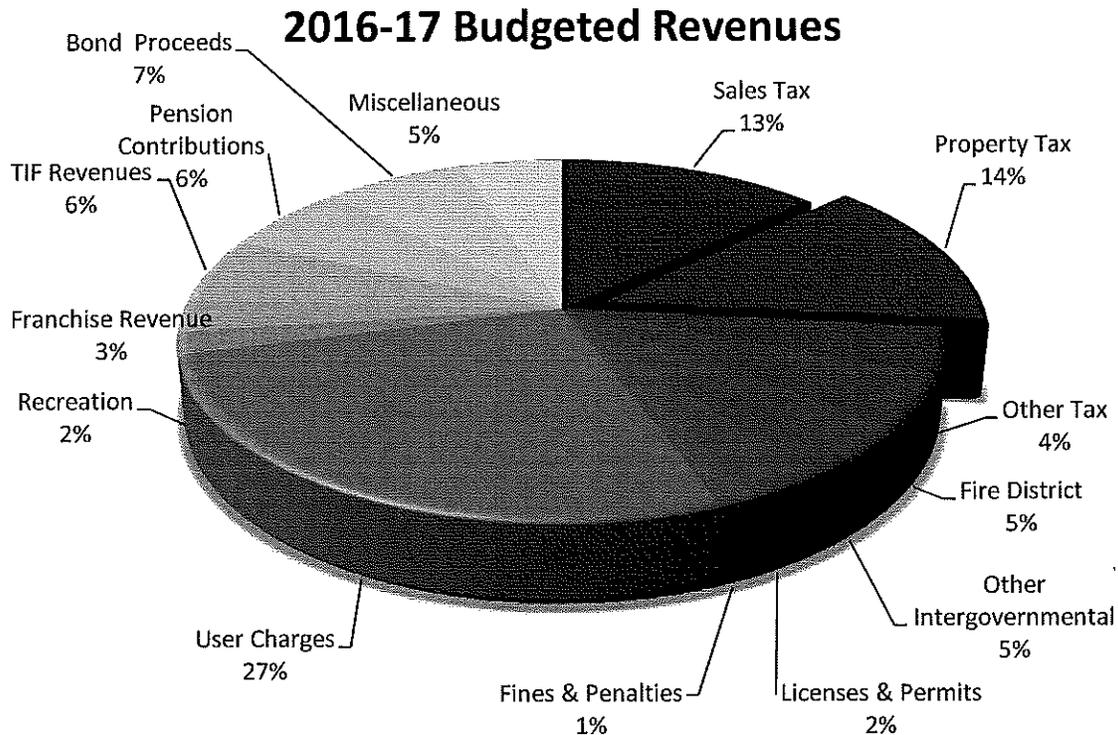
Distribution of Your Property Tax Dollars

The Village of Libertyville is only one of many governmental taxing agencies which appear on a homeowner's real estate tax bill. As the following chart indicates, the Village's share of a homeowner's real estate tax bill is approximately 8% (based upon representative 2015 tax rates which were paid in calendar year 2016). Taxes for the other taxing bodies are distributed directly to them by the Lake County Treasurer. The Village does not have any input or decision making authority on the amount of taxes levied for these other taxing bodies.



Village Revenues

Real estate taxes represent one of many sources of revenue that are utilized to fund Village operations. In addition to receiving revenues from the tax levy, other major sources of revenue received and utilized by the Village include:



Sales Tax	\$7,630,000
Property Tax	\$8,085,145
Other Tax	\$2,433,100
Fire District	\$2,842,975
Other Intergovernmental	\$2,768,830
Licenses & Permits	\$1,525,000
Fines & Penalties	\$784,000
User Charges	\$15,747,770
Recreation	\$1,170,500
Franchise Revenue	\$1,673,000
TIF Revenues	\$3,440,000
Pension Contributions	\$3,745,500
Bond Proceeds	\$4,050,000
Miscellaneous	\$2,950,645
Total Revenues	\$58,846,465

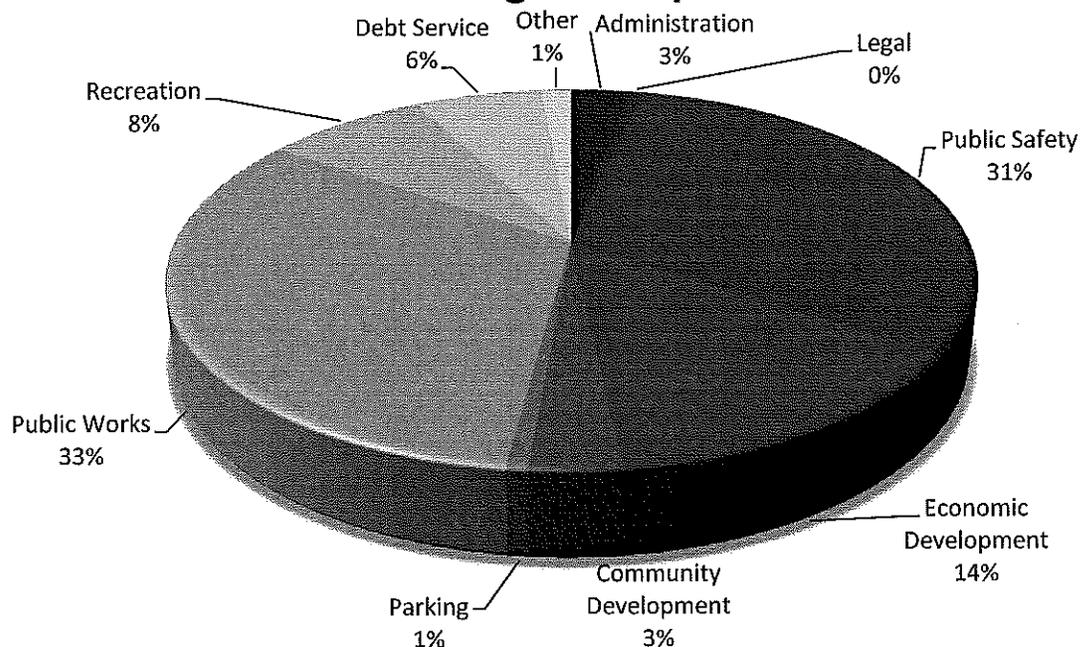
Revenues received from real estate taxes represent approximately 14% of all Village revenues. In order to put the property tax levy in perspective, the estimated 2016 levy of \$7.98 million is about 38% of the \$21 million it costs the Village to provide Police and Fire services.

Total Village Expenditures

The Village adopts an annual budget which is based on a fiscal year of May 1 through April 30. Village operations and services are organized by various funds contained within the Budget. These funds include the General Fund, Enterprise Funds, Debt Service, Capital Projects, and Pension Funds.

The General Fund includes Village operations such as Administration, Public Works (which includes Highways and Bridges and Engineering), Police, Fire, Parks and Recreation, and Community Development Departments. Enterprise Funds are established to account for the financing of self-supporting Village activities, which render services generally on a user-charge basis. The Village Enterprise Funds include services such as water, sewer and wastewater treatment and the Libertyville Sports Complex. Other funds include employee pension funds, capital projects funds (for capital improvements such as building improvements, infrastructure improvements, recreation facilities), and debt service funds (to pay for principal and interest associated with bonds).

2016-17 Budgeted Expenditures



Administration	\$1,903,030
Legal	\$407,000
Public Safety	\$21,012,540
Economic Development	\$9,494,000
Community Development	\$2,097,350
Parking	\$512,575
Public Works	\$22,176,590
Recreation	\$5,248,935
Debt Service	\$4,131,160
Other	\$952,585
Total Expenditures	<u>\$67,935,765</u>

Those Village services which are funded in part by real estate taxes include:

- public safety services (including police protection, fire protection and paramedic service, provided on a 24 hour a day basis and within a specific response time);
- public works construction and maintenance (streets, sidewalks, storm sewers, street lights, traffic signals, snow plowing);
- Parks and recreation services (construction and maintenance of playgrounds, operation and maintenance of two pools and Village golf course, recreation programs for all ages, and tree planting and tree maintenance service).

How Much Do We Pay and How Do We Compare?

While both the tax levy and budgeting process can be complicated and somewhat difficult to understand, homeowners often focus on how these processes impact the dollar amount of their real estate tax bill. Based upon the estimated 2016 Village tax levy, the following comparison illustrates the impact of the 2016 levy and the amount of tax a Libertyville property owner will pay to the Village:

IMPACT ON A LIBERTYVILLE HOMEOWNER
 (Assumes a 3% increase in the Equalized Assessed Valuation)
 EAV is Approximately 1/3 Market Value

2015 Home Value	2015 EAV	2015 VILLAGE TAX	2016 Estimated EAV	2016 EST TAX	DOLLAR INCREASE	% CHANGE
\$225,000	\$75,000	\$526	\$77,250	\$544	\$18	3.4%
\$300,000	\$100,000	\$701	\$103,000	\$725	\$24	3.4%
\$400,000	\$133,333	\$935	\$137,333	\$966	\$32	3.4%
\$600,000	\$200,000	\$1,402	\$206,000	\$1,450	\$48	3.4%

The proposed 2016 Village tax levy will result in a 3.4% increase to a typical property owner's tax bill for the Village of Libertyville that will be paid in 2017 (does not include schools and other taxing bodies).

In comparing to surrounding communities, the Village of Libertyville's tax rate compares very favorably. The following table compares Libertyville's 2015 tax rate (taxes paid in 2016) to surrounding communities noting several communities have a separate park and/or fire protection districts. Also shown is the amount of property tax paid for Village services on property with a value of \$400,000. The Village's tax rate continues to be one of the lowest of the surrounding communities.

2015 TAX RATES

<u>Community</u>	<u>Predominant Rate</u>	<u>Village Rate</u>	<u>Fire District</u>	<u>Park District</u>	<u>Total Tax Rate</u>	<u>Tax Paid on a \$400,000 Home</u>
Grayslake	15.632279	0.653263	0.944940	0.549851	2.148054	\$2,864
Deerfield	8.808725	0.893446	0.624302	0.552128	2.069876	\$2,760
Mundelein	11.971862	1.571115	-	0.443846	2.014961	\$2,687
Antioch	12.576394	1.398094	0.531147	-	1.929241	\$2,572
Buffalo Grove	9.794397	0.955324	-	0.516858	1.472182	\$1,963
Lake Forest	5.523775	1.279444	-	-	1.279444	\$1,706
Highland Park	7.99501	0.748860	-	0.520303	1.269163	\$1,692
Lake Bluff	6.917695	0.722357	-	0.504455	1.226812	\$1,636
Vernon Hills	9.479828	-	0.595292	0.457767	1.053059	\$1,404
Lincolnshire	8.643731	0.241000	0.786055	-	1.027055	\$1,369
Libertyville	8.137214	0.700931	-	-	0.700931	\$935
Gurnee	9.906203	-	-	0.522241	0.522241	\$696



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: **REPORT OF THE ZONING BOARD OF APPEALS (ZBA 16-24, Variation for a Fence) - Scott and Gayla Clawson, Applicants**
934 Sherborne Court

Staff Recommendation to ZBA: Approve fence variation.

ZBA Recommendation: To approve.

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

Background: At their meeting of November 14, 2016, the Zoning Board of Appeals heard a request from the owners of 934 Sherborne Court to allow construction of a fence in the corner side yard. Members of the Zoning Board of Appeals concurred with the requested action. A motion to recommend Village Board approval passed with a vote of 5 - 0.

Four positive votes are required for approval.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 16-24, Scott and Gayla Clawson

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

Pursuant to the **APPLICATION** of **SCOTT AND GAYLA CLAWSON**, being the **OWNERS** of real estate located at **934 SHERBORNE COURT**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO ALLOW A FENCE TO BE CONSTRUCTED IN THE CORNER SIDE YARD WHERE THE CORNER SIDE YARD ABUTS THE FRONT YARD OF THE ABUTTING PROPERTY IN AN R-3, SINGLE FAMILY RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 13-9**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **OCTOBER 29, 2016**, and held on **NOVEMBER 14, 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, Scott and Gayla Clawson, are requesting a variation to allow a fence to be constructed in the corner side yard in an R-3, Single Family Residential District located at 934 Sherborne Court. The applicants are proposing to install a 54" inch black aluminum fence along the existing row of Arborvitae along the east and south property lines. The corner side yard is adjacent to the neighboring front yard of the property at 832 Sherborne Court. The Zoning Board of Appeals notes that the proposal will not endanger the public health or safety and supports the variation request.

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

- a. *General Standard.* No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would

Report of the Zoning Board of Appeals, ZBA 16-24

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 subject lot is unique as it is extremely wide and not very deep which creates an unusual shape.
- c. Not Self-Created. The lot dimensions were not created by the applicants. The current fence was permitted by the Village and built in 2016.
- d. Denied Substantial Rights. The applicants would be denied substantial rights commonly enjoyed by owners of other lots subject to the same provision.
- e. Not Merely Special Privilege. The variation is not requested for special privilege and would be consistent with surrounding properties. The line of arborvitae creates a natural boundary to the lot and the requested fence would be directly adjacent.
- f. Code and Plan Purposes. It is a priority to not disturb the harmony of the area. The work will be done with Village Code and Plan purposes.
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
 - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
 - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
 - 4) Would unduly increase the danger of flood or fire; or
 - 5) Would unduly tax public utilities and facilities in the area; or
 - 6) Would endanger the public health or safety.
- h. No Other Remedy. The requested variation is the only solution which will protect the pool, the trees, provide beautification and safety, and will positively contribute to the neighborhood.

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO ALLOW A FENCE TO BE CONSTRUCTED IN THE CORNER SIDE YARD WHERE THE CORNER SIDE YARD ABUTS THE FRONT YARD OF THE ABUTTING PROPERTY IN AN R-3, SINGLE FAMILY RESIDENTIAL DISTRICT** be **APPROVED**.

Report of the Zoning Board of Appeals, ZBA 16-24

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 5 - 0, recorded as follows:

AYES: COTEY, FLORES, MOORE, OAKLEY, SCHULTZ

NAYS: NONE

ABSENT: KRUMMICK, SEMMELMAN

Respectfully Submitted, November 16, 2016.

Chair, Zoning Board of Appeals

Secretary, Zoning Board of Appeals

Report of the Zoning Board of Appeals, ZBA 16-24

EXHIBIT A

Legal Description of the Property

Lots 9 and 10 in Sherborne Being a Subdivision of Park of the Southeast Quarter of the Northwest Quarter of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof, Recorded August 3, 2006, as Document 6038041, in Lake County, Illinois.

EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES

Draft November 14, 2016, Zoning Board of Appeals Meeting Minutes

**ZBA 16-24 Scott and Gayla Clawson, Applicants
934 Sherborne Court**

Request is for a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-3, Single Family Residential District.

Mr. David Smith, Senior Planner, introduced the petitioners' fence variation request to the Zoning Board of Appeals. He stated that the applicants are seeking a variation from the Zoning Code in order to allow a fence to be located within the corner side yard.

Mr. Brian Roberts, agent for the applicant, stated that the homeowners have met with the Homeowners' Association and they have their support. He stated that the proposed fence will not have an adverse effect upon the neighbors.

Board Member Schultz asked about the fence height. Mr. Roberts stated that the fence will be 54 inches in height.

Chairman Cotey asked for clarification of the access for the fence. Mr. Roberts stated that it will have a latching gate.

Chairman Cotey asked if the petitioner would like for the Zoning Board of Appeals to vote on the matter this evening. Mr. Roberts stated that he would like for the Zoning Board of Appeals to make recommendation tonight.

In the matter of ZBA 16-24, Board Member Flores moved, seconded by Board Member Schultz, to recommend the Village Board of Trustees approve a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-3, Single Family Residential District, in accordance with the plans submitted.

Motion carried 5 - 0.

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



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Ordinance Granting a Variation for a Fence (ZBA 16-24) at 934 Sherborne Court – Scott and Gayle Clawson, Applicants

Staff Recommendation: Approve ordinance.

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

Background: The attached ordinance would grant a variation to allow a fence to be constructed in the corner side yard at 934 Sherborne Court. In order to expedite the review process, the applicant has requested that if the Village Board approves this request, that the ordinance be adopted at their November 22, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING A VARIATION
FOR A FENCE
AT 934 SHERBORNE 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
FOR A FENCE
AT 934 SHERBORNE COURT

WHEREAS, Scott and Gayla Clawson (the “Owners”), filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking a variation to allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-3, Single Family 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 October 17, 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 October 29, 2016, in the *Daily Herald*, held a public hearing on November 14, 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 November 14, 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 16-24, dated as of November 16, 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 subject lot is unique as it is extremely wide and not very deep which creates an unusual shape.
3. Not Self-Created. The lot dimensions were not created by the applicants. The current fence was permitted by the Village and built in 2016.
4. Denied Substantial Rights. The applicants would be denied substantial rights commonly enjoyed by owners of other lots subject to the same provision.
5. Not Merely Special Privilege. The variation is not requested for special privilege and would be consistent with surrounding properties. The line of arborvitae creates a natural boundary to the lot and the requested fence would be directly adjacent.
6. Code and Plan Purposes. It is a priority to not disturb the harmony of the area. The work will be done with Village Code and Plan purposes.
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 requested variation is the only solution which will protect the pool, the trees, provide beautification and safety, and will positively contribute to the neighborhood.

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 allow a fence to be constructed in the corner side yard where the corner side yard abuts the front yard of the abutting property in an R-3, Single Family 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 fence 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 16-24.
- (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

Lots 9 and 10 in Sherborne Being a Subdivision of Park of the Southeast Quarter of the Northwest Quarter of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof, Recorded August 3, 2006, as Document 6038041, in Lake County, Illinois.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: November 22, 2016

Agenda Item: Contract for 2016 Civic Center Roof Replacement

Staff Recommendation: Approve Contract.

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

Background: The Libertyville Civic Center Building is in need of a new roof. On November 11, 2016, three responsive bids were received to replace the failing sloped roofing at the front of the building with manufactured faux slate to match the existing slate at a much lower price. There is approximately \$50,000 available and budgeted for this work. Select Construction Group LLC is the lowest responsible bidder at \$26,850.00 to replace the front sloped roof with faux slate as summarized in the table below.

FRONT SLOPED ROOFING REPLACEMENT w/ FAUX SLATE		
Bidders	BaseBid#1/Add#1 w/New Gutters	BaseBid#1/Add#1/Keep Old Gutters
SELECT	No Bid	\$26,850
WAUKEGAN	\$37,215	\$32,875
DCG	\$44,295	\$39,345

Administrative Staff recommends that the Village Board authorize the Village Administrator to enter into a contract with Select Construction Group LLC to perform the Front Sloped Roofing Replacement work as detailed in the attached proposal at a cost of \$26,850.00 and also approve a contingency of up to \$4,000 for unforeseen circumstances such as possible framing damage due to recent roof leaks making the total expenditure approval not to exceed \$31,850.

Staff received positive references for this contractor and it is anticipated that work will be completed within the next month.

To approve, a simple majority of the Corporate Authorities is required (four positive votes).

**ROOF REPAIRS AND REPLACEMENT
LIBERTYVILLE CIVIC CENTER
135 W CHURCH STREET**

11/11/2016 BID TABULATION

BIDDER/COMPANY NAME	BASE BID #1 (HIP ROOF)	BASE BID #2 (FLAT ROOF)	BASE BID TOTAL	ADD #1 (NOTED)	ALT #1 (NEW GUTTERS)	ALT #2 (KYNAR EDGE)	NOTES
Select Construction Group	\$26850	\$52300	\$79150	Yes	No Bid	+\$1350	Base Bid #2 + Alt #2 = \$53650
*Waukegan Roofing	*\$37215	\$56300	\$93515	Yes	*\$4340	No Bid	*Base Bid #1 = \$32875 with Alt #1 = \$34215
DCG Roofing Solutions	\$39345	\$64800	\$104145	Yes	+\$4950	No Bid	
L. Marshall Inc.	\$41600	\$19600	\$61200	No	No	No	Not Responsive
Custom Roofing	\$30127	\$49452	\$79579	No	No	No	Not Responsive
Sterling Commercial Roofing	\$33675 \$54750	\$88425	No	No	No	No	Not Responsive

*Note: Waukegan Roofing noted in their bid that Base Bid #1 included new gutters and Add #1 Alt #1 included re-using existing old gutters.

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
THE CONSTRUCTION OF

ROOF REPAIRS AND REPLACEMENT
LIBERTYVILLE CIVIC CENTER
135 W CHURCH STREET

Select Construction Group LLC

(Full Name of Bidder)

361 Renner Dr ELGIN IL 60123

(Principle Office Address)

SAA

(Local Office Address)

Contact Person:

Todd Firmstone

Telephone #:

224-688-9847

Facsimile #:

224-227-6618

Office #

To: Village of Libertyville ("Owner")

Community Development Department

200 East Cook Avenue

Libertyville, Illinois 60048-2090

Attention: John P. Spoden, Director of Community Development

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos_ [if none, write NONE], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the construction of **ROOF REPAIRS AND REPLACEMENT, LIBERTYVILLE CIVIC CENTER**. A more complete.

2. Contract Price Proposal

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

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

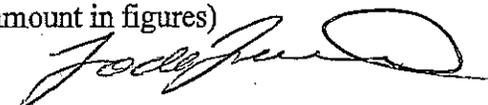
NO:	ITEM	UNIT/ PRICE	TOTAL AMOUNT
1	Hip-Roof repairs & replacement including gutters & downspouts, hip-roof/flat-roof transition flashing details and other related work as shown on plans.	Lump Sum	\$ 26,850 ⁰⁰
2	Add: Flat-Roof repairs & (Zinc) replacement including rubberized coating, coping & parapet work, and other related work as shown on plans.	Lump Sum	\$ 52,300 ⁰⁰
TOTAL: \$			79,150.00

BIDDER'S TOTAL:

Seventy Nine Thousand One hundred Fifty dollars
(contract amount in writing)

\$ 79,150⁰⁰

(contract amount in figures)

Received Add 1 

1) Alternate to do Kynar Painted Steel
\$ 1,350⁰⁰

2)

- G. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforce ability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any provisions of this Contract/Proposal shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

Respectfully submitted, signed and sealed this 10 day of November 20 16

Signature of Bidder or Authorized Agent
 Printed Bidder's Name:
 Doing Business As (if different):

James E. Kopitke
JAMES E. KOPITKE SC.

Title/Position:

Chief Operating Officer

{IF CORPORATION, PUT
 CORPORATE SEAL IN THIS SPACE}

Bidder's Business Address:
 Bidder's Business Telephone:
 Bidder's Business Facsimile:

361 Renner Dr Elgin IL 60123
224-688-9847
224-227-6618

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

OFFICERS OR PARTNERS OF CORPORATION OR PARTNERSHIP

NAME	TITLE	ADDRESS
Juan Garcia	President	367 Acuna Drive Elgin IL 60123
Raul Zambrano	Director	361 Renner Drive Elgin IL 60123
Juan Escobar	Director	381 Renner Drive Elgin IL 60123



The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Select Construction Group LLC

of 361 Renner Drive, Elgin, IL 60123

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto Village of Libertyville

of 200 East Cook Avenue, Libertyville, IL 60048

(hereinafter called the Obligee) in the penal sum of 5% of bid amount

Dollars 5% of bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated November 10, 2016 for replacing roof : 135 West Church Street, Libertyville, IL 60048

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: November 10, 2016

Select Construction Group LLC
(Principal)

By: *Jean E. [Signature]*

The Ohio Casualty Insurance Company

By: *[Signature]*
(Attorney-in-Fact)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Select Construction Group LLC

Agency Name: JOSEPH M WIEDEMANN & SONS INC

Obligee: Village of Libertyville

Agent Code: 120020

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Terese L. Tesnow, John J. Wiedemann of ARLINGTON HTS, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before me, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Fastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Writing: Please call the Secretary of the Registrar

Teresa Fastella

Notary Public in and for County of Montgomery, State of Pennsylvania

My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 10th day of November, 2016



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary