

**VILLAGE OF LAKE BLUFF
BOARD OF TRUSTEES
REGULAR MEETING**

Monday, June 27, 2016

7:00 P.M.

40 East Center Avenue
Village Hall Board Room

AGENDA

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF THE JUNE 13, 2016 VILLAGE BOARD MEETING
4. NON-AGENDA ITEMS AND VISITORS

The Village President and Board of Trustees allocate fifteen (15) minutes during this item for those individuals who would like the opportunity to address the Village Board of Trustees on any matter not listed on the agenda. Each person addressing the Village Board of Trustees is asked to limit their comments to a maximum of five (5) minutes.

5. VILLAGE BOARD SETS THE ORDER OF THE MEETING

The Village President and Board of Trustees will entertain requests from anyone present on the order of business to be conducted during the Village Board Meeting.

6. VILLAGE FINANCE REPORT

a) Warrant Report for June 16-30, 2016

7. VILLAGE ADMINISTRATOR'S REPORT

a) Request from the Central Lake County Joint Action Water Agency to Waive Building Permit Fees for Modifications to the Water Plant Located at 200 Rockland Road

8. VILLAGE ATTORNEY'S REPORT

9. VILLAGE PRESIDENT'S REPORT

CONSENT AGENDA

10. ACCEPTANCE OF THE CORRESPONDENCE

Please note all correspondence was delivered to the Village Board of Trustees in the Informational Reports on June 10 and 17, 2016

11. SECOND READING OF AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS, AND OTHER WORKERS FOR LAKE BLUFF PUBLIC WORKS PROJECTS FOR 2016

OTHER BUSINESS

12. A RESOLUTION HONORING THE PUBLIC SERVICE OF MICHAEL GOLDSBERRY

13. A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC (Phase 1 Design Agreement for Moffett Road Bridge Repair and Resurfacing Project)
14. A RESOLUTION TERMINATING THE INTERGOVERNMENTAL AGREEMENT THAT CREATED THE LAKE AND MCHENRY COUNTIES FIRE DEPARTMENT'S SPECIALIZED RESPONSE TEAMS AND TRANSFERRING THOSE FUNCTIONS TO MABAS DIVISIONS 4 AND 5 SPECIALIZED RESPONSE TEAMS
15. AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS TO ALLOW ELECTRIC LIFT SYSTEMS ON BLUFFS
16. AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE CONSTRUCTION OF AN ELECTRIC LIFT SYSTEM ON A BLUFF
17. TRUSTEE'S REPORT
18. EXECUTIVE SESSION
19. CONSIDERATION OF THE MINUTES OF THE JUNE 13, 2016 EXECUTIVE SESSION MEETING
20. ADJOURNMENT

R. Drew Irvin
Village Administrator

The Village of Lake Bluff is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact R. Drew Irvin, Village Administrator, at 234-0774 or TDD number 234-2153 promptly to allow the Village of Lake Bluff to make reasonable accommodations.

**VILLAGE OF LAKE BLUFF
BOARD OF TRUSTEES
REGULAR MEETING
JUNE 13, 2016**

DRAFT MINUTES

1. CALL TO ORDER AND ROLL CALL

Village President O'Hara called the meeting to order at 7:00 p.m. in the Lake Bluff Village Hall Board Room, and in the absence of Village Clerk Aaron Towle, Deputy Village Clerk Drew Irvin called the roll.

The following were present:

Village President: Kathleen O'Hara

Trustees: Barbara Ankenman
Steve Christensen
Mark Dewart
Eric Grenier
John Josephitis

Absent: William Meyer, Village Trustee
Aaron Towle, Village Clerk

Also Present: Drew Irvin, Village Administrator
Peter Friedman, Village Attorney
Susan Griffin, Finance Director
Michael Croak, Building Codes Supervisor
Jeff Hansen, Village Engineer
David Belmonte, Police Chief
David Graf, Fire Chief
Jake Terlap, Public Works Superintendent
Brandon Stanick, Assistant to the Village Administrator (A to VA)

2. PLEDGE OF ALLEGIANCE

President O'Hara led the Pledge of Allegiance.

3. CONSIDERATION OF THE MINUTES

Trustee Christensen moved to approve the May 23, 2016 Board of Trustees Regular Meeting Minutes as presented. Trustee Grenier seconded the motion. The motion passed on a unanimous voice vote.

4. VILLAGE BOARD SETS THE ORDER OF THE MEETING

At the request of those present, Trustee Dewart moved to take Agenda Item #12 and then return to the regular order of the meeting. Trustee Josephitis seconded the motion. The motion passed on a unanimous voice vote.

5. ITEM #12 – A RESOLUTION HONORING THE PUBLIC SERVICE OF TOM TINCHER AND AWARDING HIM THE PHYLLIS ALBRECHT AWARD FOR DISTINGUISHED SERVICE TO THE VILLAGE OF LAKE BLUFF

President O’Hara announced the Phyllis Albrecht Award is conferred on Tom Tincher for his outstanding and exemplary contributions to the welfare and high quality of life of the Lake Bluff community and its residents. Mr. Tincher a long time Village resident, has served the Village for 43 years and with the support of his wife, he served countless volunteer hours on behalf of the Village. President O’Hara stated the Village Board and residents of Lake Bluff thank the Tincher Family for many years of devoted service to maintaining and increasing the quality of life for Lake Bluff.

President O’Hara read the resolution honoring the public service of Tom Tincher and presented him with a framed copy of the resolution and the Phyllis Albrecht Award plaque.

Mr. Tincher thanked the Village Board for the recognition and Staff for their assistance over the years.

As there were no comments from the Board, Trustee Dewart moved to adopt the resolution. Trustee Christensen seconded the motion. The motion passed on a unanimous voice vote.

6. NON-AGENDA ITEMS AND VISITORS

President O’Hara stated the Village President and Board of Trustees allocate fifteen minutes for those individuals who would like the opportunity to address the Village Board on any matter not listed on the agenda. Each person addressing the Village Board of Trustees is asked to limit their comments to a maximum of five (5) minutes.

There were no requests to address the Board.

7. ITEM #6A – WARRANT REPORT FOR JUNE 1-15, 2016 AND MAY 2016 PAYROLL EXPENDITURES

President O’Hara reported expenditure of Village funds for payment of invoices in the amount of \$861,346.97 for June 1-15, 2016.

President O’Hara reported expenditure of Village funds for payroll in the amount of \$274,468.98 for May 2016.

As such, the total expenditures for this period is in the amount of \$1,135,815.95.

As there were no questions from the Board, Trustee Christensen moved to approve the Warrant Report. Trustee Ankenman seconded the motion. The motion passed on the following roll call vote:

Ayes: (5) Ankenman, Christensen, Dewart, Grenier and Josephitis
Nays: (0)
Absent: (1) Meyer

8. ITEM #6B – MAY 2016 FINANCE REPORT

Finance Director Susan Griffin stated there are no highlights to review at this time because this is the first month of the fiscal year and most of the revenue and expenditures received in May 2016 were accrued to April 2016.

Trustee Christensen moved to accept the Finance Report. Trustee Ankenman seconded the motion. The motion passed on a unanimous voice vote.

9. ITEM # 7 – VILLAGE ADMINISTRATOR’S REPORT

Village Administrator Drew Irvin reported the Joint Plan Commission and Zoning Board of Appeals (PCZBA) will meet on June 15th in the Village Hall Board Room with the Public Safety Building Community Room providing space for overflow, to conduct a public hearing regarding the petition submitted by the Roanoke Group to redevelop the former PNC Bank property. The materials have been posted on the website. He stated the PCZBA will also consider a request from the petitioner to create new regulations that allow planned mixed-use developments.

10. ITEM #8 – VILLAGE ATTORNEY’S REPORT

Village Attorney Peter Friedman had no report.

11. ITEM #9 – VILLAGE PRESIDENT’S REPORT

Following a request from President O’Hara, Trustee Dewart reported the Lake Bluff History Museum will host its fourth annual car show on June 25th. He provided road closure information noting E. Scranton Avenue will be closed from Evanston Avenue to Sheridan Road and E. Center Avenue will be closed from by Wisma to the Public Safety Building.

President O’Hara encouraged everyone to attend the event.

12. ITEMS #10 AND #11 – CONSENT AGENDA

President O’Hara introduced the following Consent Agenda items for consideration:

- 10. Correspondence Delivered in the May 20, 27 and June 3, 2016 Informational Reports; and
- 11. An Ordinance Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics, and Other Workers for Lake Bluff Public Works Projects for 2016.

Trustee Josephitis moved to approve the Consent Agenda. Trustee Grenier seconded the motion. The motion passed on a unanimous voice vote.

13. ITEM #13 – A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC OF MADISON, WISCONSIN FOR PROJECT MANAGEMENT TO IMPLEMENT AN AUTOMATED METER READING SYSTEM

President O'Hara reported the Village invoices 2,100 customers for water consumption based on meter readings obtained by manually reading the meter or reading a transmission device located on the exterior of the premises. The Village has identified the need and, the FY17 budget includes, funds to implement an automated meter reading (AMR) system which consists of the following:

- the integration of radio frequency technology,
- meter reading software,
- replacement meters, and
- meter transmission units.

President O'Hara reported the primary objectives of this project are to improve the accuracy and timeliness of water meter readings for better accounting and billing of water consumed. Strand Associates Inc. has submitted a proposal to assist the Village with implementation of an AMR system for an amount not to exceed \$68,000. Staff is recommending engaging Strand Associates because of their success in managing similar projects for the Villages of Deerfield, Kenilworth, Buffalo Grove, Hinsdale and Schaumburg, and the Cities of Lake Forest and Highland Park.

Trustee Josephitis asked how many meters would be replaced. Finance Director Griffin stated approximately 800 meters will be replaced specifically the meters which require manual read. She stated the meters must be equipped with a three wire system to send the reading to the outside transmission device.

In response to a question from Trustee Josephitis, Mr. Brian Hackman, Strand Associates Project Manager, replied that the install time should be approximately 30 minutes depending on the conditions. Finance Director Griffin noted that it would take approximately 15 minutes to install a transmission unit on the exterior of the home that does not need a replacement meter.

In response to a question from the Board, Mr. Hackman stated most of the meters are battery powered.

Trustee Grenier asked if a drive by would still be needed. Mr. Hackman stated the reading would be covered by radios which are already installed. The drive by is an alternative in case of power failure and the intent is to do a short study to confirm the technology to determine if it can be an option as part of the equipment.

As there were no further questions from the Board, Trustee Ankenman moved to adopt the resolution. Trustee Dewart seconded the motion. The motion passed on the following roll call vote:

Ayes: (5) Christensen, Dewart, Grenier, Josephitis and Ankenman
Nays: (0)
Absent: (1) Meyer

14. ITEM #14 – A RESOLUTION APPROVING AN OUTDOOR DINING FACILITY FOR HANSA COFFEE ROASTERS (600 Walnut Avenue)

President O'Hara reported on April 11, 2016 the Village Board approved a special use permit requested by Lake Effect Holdings, LLC (Petitioner) for the operation of an eating place (without a drive through facility) by Hansa Coffee Roasters at 600 Walnut Avenue. The Petitioner is requesting permission to establish an outdoor dining facility immediately adjacent to the storefront along Walnut Avenue. She

further stated the proposed resolution authorizing the use of the Village's sidewalk for an outdoor dining facility is conditioned on the following:

- The outdoor service period will be from April 1st through November 30th (consistent with other downtown tenants);
- The Petitioner and Hansa Coffee Roasters are solely responsible for cleaning and maintaining the outdoor eating facility;
- Adequate pedestrian access must be maintained at all times; and
- An employee of Hansa Coffee Roasters shall oversee outdoor eating service facility activities at all times.

As there were no comments from the Board, Trustee Josephitis moved to adopt the resolution. Trustee Grenier seconded the motion. The motion passed on a unanimous voice vote.

15. ITEM #15 – A RESOLUTION APPROVING AN OUTDOOR DINING FACILITY FOR WISMA CONCEPT, LLC (24 E. Scranton Avenue)

President O'Hara reported pursuant to Resolution 2006-18 outdoor seating is authorized along the sidewalk in front of 24 E. Scranton Avenue for the former tenant, the Village Market. As the Village Market is no longer operational and the space is currently operated by Wisma Concepts, LLC, Lake Effect Holdings, LLC (the Property owner), is requesting the Village authorize use of the sidewalk (as depicted on the site plan) by Wisma Concepts, LLC. She further stated the proposed resolution authorizing the use of the Village's sidewalk for an outdoor eating facility is conditioned on the following:

- The outdoor service period will be from April 1st through November 30th (consistent with other downtown tenants);
- The Petitioner and Wisma Concepts, LLC are solely responsible for cleaning and maintaining the outdoor eating facility;
- Adequate pedestrian access must be maintained at all times; and
- An employee of Wisma Concepts, LLC shall oversee outdoor eating service facilities activities at all times.

As there were no questions from the Board, Trustee Josephitis moved to adopt the resolution. Trustee Grenier seconded the motion. The motion passed on a unanimous voice vote.

16. ITEM #16 – TRUSTEE'S REPORT

There was no Trustee's report.

17. ITEM #17 – EXECUTIVE SESSION

At 7:27 p.m. Trustee Christensen moved to enter into Executive Session for the purpose of discussing Land Acquisition (5 ILCS 120/2(c)(5)), Probable or Imminent Litigation (5 ILCS 120/2(c)(11)), Actual Litigation (5 ILCS 120/2(c)(11)) and Executive Session Minutes (5 ILCS 120/2(c)(21)). Trustee Ankenman seconded the motion. The motion passed on the following roll call vote:

Ayes: (5) Dewart, Grenier, Josephitis, Ankenman and Christensen
Nays: (0)
Absent: (1) Meyer

There being no further business to discuss, Trustee Christensen moved to adjourn out of executive session. Trustee Grenier seconded the motion and the motion passed on a unanimous voice vote at 8:18 p.m.

18. ITEM #18 – CONSIDERATION OF THE MAY 23, 2016 EXECUTIVE SESSION MEETING MINUTES

Trustee Dewart moved to approve the May 23, 2016 Executive Session Meeting Minutes as presented. Trustee Ankenman seconded the motion. The motion passed on a unanimous voice vote.

19. ITEM #19 – ADJOURNMENT

Trustee Dewart moved to adjourn the regular meeting. Trustee Josephitis seconded the motion and the motion passed on a unanimous voice vote. The meeting adjourned at 8:19 p.m.

Respectfully Submitted,

R. Drew Irvin
Village Administrator

R. Drew Irvin
Deputy Village Clerk

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 6a

Subject: WARRANT REPORT FOR JUNE 16-30, 2016

Action Requested: APPROVAL OF DISBURSEMENTS (Roll Call Vote)

Originated By: DIRECTOR OF FINANCE

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Expenditure of Village funds for payment of invoices in the amount of \$100,111.78 for June 16-30, 2016.

Total Expenditures of \$100,111.78

Reports and Documents Attached:

1. Warrant Report for June 16-30, 2016 \$100,111.78 (dated 6/27/16)

Note that the warrant report designates those checks issued prior to the Board's formal approval as manual checks "M" on the Warrant Report. These are checks that are prepared in advance of the warrant due to contractual or governmental/payroll tax obligations; to obtain a discount; or for extenuating circumstances that may arise.

Village Administrator's Recommendation:

Approval of Warrant in the total amount of **\$100,111.78**

Date Referred to Village Board: 6/27/2016

DATE: 06/22/16
 TIME: 13:21:10
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 06/27/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
A PLUS A PLUS BUILDING SERVICES							
8345	06/16/16	01	PSB CLEANING:JULY 2016	01-70-930-41000		06/27/16	1,360.00
				MAINTENANCE-BUILDING			
		02	V HALL CLEANING:JULY 2016	01-60-900-41000			490.00
				MAINTENANCE-BUILDING			
		03	DEPOT CLEANING:JULY 2016	01-80-920-41000			200.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	2,050.00
						VENDOR TOTAL:	2,050.00
AASERVIC AA SERVICE CO.							
1005258-3	05/01/16	01	HVAC EQUIPMENT MAINT:V HALL	01-60-900-41000		06/27/16	792.25
				MAINTENANCE-BUILDING			
		02	HVAC EQUIPMENT MAINT:DEPOT	01-80-920-41000			792.25
				MAINTENANCE-BUILDING			
		03	HVAC EQUIPMENT MAINT:PSB	01-70-930-41200			792.25
				MAINTENANCE-EQUIPMENT			
		04	HVAC EQUIPMENT MAINT:P WKS	01-80-910-41200			792.25
				MAINTENANCE-EQUIPMENT			
		05	6/2/16-6/1/17	** COMMENT **			
						INVOICE TOTAL:	3,169.00
						VENDOR TOTAL:	3,169.00
ADP ADP INC.							
474986346	06/10/16	01	PAYROLL PROCESSING:6/9/16	01-60-610-41304		06/27/16	210.75
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	210.75
						VENDOR TOTAL:	210.75
ADVBUSGR ADVANCED BUSINESS GROUP LLC							
19556	06/15/16	01	POLICE T1 LINE CHR:5/15-6/15	01-70-710-43210		06/27/16	387.88
				TELEPHONE			
						INVOICE TOTAL:	387.88
						VENDOR TOTAL:	387.88

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-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

AFLAC	AFLAC						
636308	06/10/16	01	AFLAC 'EE CONTR:5/26 & 6/9/16	01-20-102-65500 AFLAC PAYABLE		06/27/16	88.44
						INVOICE TOTAL:	88.44
						VENDOR TOTAL:	88.44
AMERGAS AMERICAN GASES CORP.							
109816	05/31/16	01	OXYGEN TANKS:FIRE	01-70-730-43570 OPERATING SUPPLIES		06/27/16	14.00
						INVOICE TOTAL:	14.00
304670	06/09/16	01	PROPANE & SHIELDING GAS	01-80-840-43560 GASOLINE & OIL		06/27/16	137.48
		02	FLOW METER & SAFETY LENS	01-80-840-43650 MAINTENANCE SUPPLIES-EQUIP			63.69
						INVOICE TOTAL:	201.17
						VENDOR TOTAL:	215.17
ARTBLUFF ARTISTS ON THE BLUFF							
COLOR AD	06/15/16	01	FARMER'S MARKET AD	01-60-650-44610 FARMER'S MARKET		06/27/16	120.00
						INVOICE TOTAL:	120.00
						VENDOR TOTAL:	120.00
ASHLEYKR KRISTIN ASHLEY							
ART DESIGN #2	06/02/16	01	FRM MARKET GRAPHIC ART DESIGN	01-60-650-44610 FARMER'S MARKET		06/27/16	400.00
						INVOICE TOTAL:	400.00
						VENDOR TOTAL:	400.00
AT & T AT & T							
1606 615-2726	06/04/16	01	LCL PHONE SRVC:WATER TOWER	46-80-800-43210 TELEPHONE		06/27/16	104.91
						INVOICE TOTAL:	104.91
						VENDOR TOTAL:	104.91

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

AVISYSSTE AVI SYSTEMS, INC							
88423086	05/23/16	01	CAMERA EQUIPMNT:V H BOARD ROOM	01-60-600-49400		06/27/16	16,701.00
			EQUIPMENT				
						INVOICE TOTAL:	16,701.00
						VENDOR TOTAL:	16,701.00
BAKERPET PETER BAKER & SON CO.							
11700	06/19/16	01	ROAD PATCH:1.37 TONS	01-80-840-43690		06/27/16	69.87
			MAINTENANCE SUPPLIES-STREE				
						INVOICE TOTAL:	69.87
						VENDOR TOTAL:	69.87
BHFxLLC BHFx LLC							
238796	06/13/16	01	PRINT UTILITY SYSTEM MAPS	01-60-680-43400		06/27/16	123.88
			PRINTING				
						INVOICE TOTAL:	123.88
						VENDOR TOTAL:	123.88
BOTTFRAN FRANCO BOTTALICO							
AWARD/MILEAGE REIMB	06/14/16	01	AWARD PICK-UP REIMBURSEMENT	01-60-600-41304		06/27/16	104.95
			OTHER PROFESSIONAL SERVICE				
		02	MILEAGE REIMBURSEMENT	01-60-600-42411			8.75
			MILEAGE EXPENSE				
						INVOICE TOTAL:	113.70
						VENDOR TOTAL:	113.70
BUCKBROS BUCK BROTHERS, INC.							
82888	06/09/16	01	DRIVE SHAFT & PARTS #525	01-80-870-43650		06/27/16	379.78
			MAINTENANCE SUPPLIES-EQUIP				
						INVOICE TOTAL:	379.78
						VENDOR TOTAL:	379.78

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-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BURRISEQ BURRIS EQUIPMENT CO.							
PI64485	06/17/16	01	CUTTING EDGE KIT FOR BUCKET	01-80-890-43650		06/27/16	723.37
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	723.37
						VENDOR TOTAL:	723.37
CALLONE CALL ONE							
1010-9117-1606	06/15/16	01	POTS LINE:V HALL ELEVATOR	01-60-610-43210		06/27/16	23.02
				TELEPHONE			
		02	POTS LINE:DISPATCH	01-70-711-43210			152.54
				TELEPHONE			
		03	POTS LINE:FIRE	01-70-730-43210			85.80
				TELEPHONE			
		04	POTS LINE:PUB WKS	01-80-910-43210			238.35
				TELEPHONE			
						INVOICE TOTAL:	499.71
						VENDOR TOTAL:	499.71
CARQUEST CARQUEST OF LIBERTYVILLE							
14663-152687	06/13/16	01	FRONT END PARTS SQD #22	01-70-710-43640		06/27/16	20.70
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	20.70
14663-152691	06/13/16	01	FRONT END PARTS SQD #22	01-70-710-43640		06/27/16	9.44
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	9.44
14663-152736	06/14/16	01	FRONT END PARTS SQD #22	01-70-710-43640		06/27/16	96.86
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	96.86
14663-152743	06/14/16	01	CREDIT-RETURNED PARTS	01-70-710-43640		06/27/16	-9.44
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	-9.44

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CARQUEST CARQUEST OF LIBERTYVILLE							
14663-152765	06/14/16	01	FRONT END PARTS SQD #22	01-70-710-43640		06/27/16	83.66
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	83.66
14663-152826	06/14/16	01	CREDIT-RETURNED PARTS	01-70-710-43640		06/27/16	-20.70
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	-20.70
14663-153503	06/20/16	01	CREDIT-RETURNED PARTS	01-70-710-43640		06/27/16	-83.66
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	-83.66
						VENDOR TOTAL:	96.86
CENFRPUB CENTER FOR PUBLIC SAFETY							
1244	06/09/16	01	FIRE SERVICE STUDY	01-60-600-41304		06/27/16	5,000.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
CHITRICL CHICAGO TRIBUNE							
CTCM518366	05/31/16	01	PUB NOTICE:COMP PLAN AMENDMENT	01-60-680-43400		06/27/16	37.60
				PRINTING			
						INVOICE TOTAL:	37.60
CTCM531486	05/27/16	01	PUB NOTICE:120 E SCRANTON AVE	01-60-680-43400		06/27/16	63.20
				PRINTING			
						INVOICE TOTAL:	63.20
CTCM531487	05/29/16	01	PUB NOTICE:130 E NORTH AVE	01-60-680-43400		06/27/16	53.60
				PRINTING			
						INVOICE TOTAL:	53.60
CTCM533125	05/30/16	01	PUB NOTICE:225 W CENTER AVE	01-20-202-20594		06/27/16	56.80
				ZONING ESCROW-225 W. CENTE			
						INVOICE TOTAL:	56.80

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CHITRICK CHICAGO TRIBUNE							
CTCM533137	05/30/16	01	PUB NOTICE:611 LANSDOWNE	01-20-202-20596		06/27/16	74.40
				ZONING ESCR-611 LANSDOWNE-			
						INVOICE TOTAL:	74.40
CTCM533144	05/30/16	01	PUB NOTICE:515 CAMBRIDGE LN	01-20-202-20595		06/27/16	121.60
				ZONING ESCROW-515 CAMBRIDG			
						INVOICE TOTAL:	121.60
						VENDOR TOTAL:	407.20
COMED COM ED							
1988027024 1606	06/08/16	01	ELECTR:LFT STN 700 LANSDOWNE	01-80-890-43230		06/27/16	55.45
		02	5/5-6/8/16	UTILITIES ** COMMENT **			
						INVOICE TOTAL:	55.45
2030627002 1605	06/07/16	01	ELECTR:1 GR BAY RD SS #176	01-80-840-43230		06/27/16	61.12
		02	5/6-6/7/16	UTILITIES/STREET LIGHTS ** COMMENT **			
						INVOICE TOTAL:	61.12
5190012013 1605	06/06/16	01	ELECTR:WALNUT PRKNG LOT LIGHTS	01-80-840-43230		06/27/16	50.68
		02	5/4-6/6/16	UTILITIES/STREET LIGHTS ** COMMENT **			
						INVOICE TOTAL:	50.68
						VENDOR TOTAL:	167.25
COMCAST COMCAST CABLE							
5/18-6/19/16	05/12/16	01	P WKS CABLE TV/INTERNET ACCESS	01-80-910-43210		06/27/16	120.50
		02	5/18-6/19/16	TELEPHONE ** COMMENT **			
						INVOICE TOTAL:	120.50
6/16-7/15/16	06/09/16	01	COMMUNITY ROOM INTERNET ACCESS	01-70-930-41300		06/27/16	129.85
				INTERNET/COMPUTER SERVICES			

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COMCAST COMCAST CABLE							
6/16-7/15/16	06/09/16	02	6/16-7/15/16		** COMMENT **	06/27/16	
						INVOICE TOTAL:	129.85
6/19-7/18/16	06/12/16	01	P WKS CABLE TV/INTERNET ACCESS	01-80-910-43210		06/27/16	130.00
		02	6/19-7/18/16	TELEPHONE	** COMMENT **		
						INVOICE TOTAL:	130.00
						VENDOR TOTAL:	380.35
DANTHE DAN THE KEY MAN							
91101	06/13/16	01	VILL HALL KEYS	01-60-900-41000		06/27/16	8.55
				MAINTENANCE-BUILDING		INVOICE TOTAL:	8.55
91120	06/20/16	01	PADLOCK KEYS:PUB WKS	01-80-890-45900		06/27/16	11.40
				MINOR EQUIPMENT		INVOICE TOTAL:	11.40
						VENDOR TOTAL:	19.95
DELTADEN DELTA DENTAL							
860668	06/27/16	01	PPO DENTAL PREM:JULY 2016	01-20-102-20000		06/27/16	3,824.65
				ACCOUNTS PAYABLE		INVOICE TOTAL:	3,824.65
860669	06/27/16	01	COBRA DENTAL PREM:JULY 2016	01-20-102-20000		06/27/16	136.52
				ACCOUNTS PAYABLE		INVOICE TOTAL:	136.52
860670	06/27/16	01	HMO DENTAL PREM:JULY 2016	01-20-102-20000		06/27/16	66.83
				ACCOUNTS PAYABLE		INVOICE TOTAL:	66.83
						VENDOR TOTAL:	4,028.00

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R0001415 DR HORTON, INC.							
PARKWAY BOND #3	05/04/16	01	PARKWAY BOND REFUND:400 E CNTR	01-20-202-20100		06/27/16	5,000.00
		02	PERMIT #20150240	PARKWAY BONDS ** COMMENT **			
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
ELEVATOR ELEVATOR INSPECTION SERVICES							
60620	06/03/16	01	ELEVATOR INSPECTION:KNAUZ	01-40-303-25320		06/27/16	80.00
				ELEVATOR PLAN REVIEW			
						INVOICE TOTAL:	80.00
60622	06/03/16	01	ELEVATOR INSPECTION:CLC JAWA	01-40-303-25320		06/27/16	80.00
				ELEVATOR PLAN REVIEW			
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	160.00
R0000918 ENQUIST CARPENTRY							
PARKWAY BOND #2	01/27/15	01	PARKWAY BOND REFUND:39 OAK TER	01-20-202-20100		06/27/16	5,000.00
		02	PERMIT #20140870	PARKWAY BONDS ** COMMENT **			
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
FASTSIGN FASTSIGNS GURNEE							
349-27976	06/08/16	01	FARMER'S MARKET POSTERS	01-60-650-44610		06/27/16	39.20
				FARMER'S MARKET			
		02	FARMER'S MARKET SIGN 18X24	01-60-650-44610			29.95
				FARMER'S MARKET			
						INVOICE TOTAL:	69.15
						VENDOR TOTAL:	69.15
FEECEOIL FEECE OIL COMPANY							

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FEECEOIL FEECE OIL COMPANY							
3422243	06/10/16	01	GASOLINE:1200 GALLONS	01-10-301-55100 GASOLINE INVENTORY		06/27/16	2,997.48
						INVOICE TOTAL:	2,997.48
						VENDOR TOTAL:	2,997.48
GFOA GOV'T FINANCE OFFICERS ASSN.							
2016-17 DUES:SCHEIBL	06/07/16	01	2016-17 MEMBER DUES:SCHEIBL	01-60-610-42440 DUES		06/27/16	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
00000537 GEWALT HAMILTON ASSOC., INC.							
4478.012-1	06/10/16	01	GENERAL ENGINEERING SRVC'S	01-60-680-41304 OTHER PROFESSIONAL SERVICE		06/27/16	58.00
						INVOICE TOTAL:	58.00
						VENDOR TOTAL:	58.00
GRIFFINS SUSAN GRIFFIN							
2016 GFOA REIMBURSE	06/13/16	01	TRAVEL REIMBURSEMENT:GFOA CONF	01-60-610-42410 CONFERENCES		06/27/16	95.87
						INVOICE TOTAL:	95.87
						VENDOR TOTAL:	95.87
GROWEREQ GROWER EQUIPMENT & SUPPLY CO.							
61060	06/14/16	01	LAWN MOWER REPAIR PARTS	01-80-870-43650 MAINTENANCE SUPPLIES-EQUIP		06/27/16	370.46
						INVOICE TOTAL:	370.46
						VENDOR TOTAL:	370.46
HDSUPPLY HD SUPPLY WATERWORKS, LTD							

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HDSUPPLY HD SUPPLY WATERWORKS, LTD							
F650904	06/10/16	01	SEWER BASIN REPAIR PARTS	01-80-890-43670		06/27/16	16.25
				MAINTENANCE SUPPLIES-UTILI			
						INVOICE TOTAL:	16.25
						VENDOR TOTAL:	16.25
HOLLAND HOLLAND & KNIGHT LLP							
MAY 2016	06/07/16	01	LEGAL SERVICES:MAY 2016	01-60-600-41350		06/27/16	10,585.50
				LEGAL SERVICES			
		02	DEVLOPMENT PROJECTS:MAY 2016	01-60-600-41350			4,594.00
				LEGAL SERVICES			
		03	FINANCIAL MATTERS:MAY 2016	01-60-610-41350			42.00
				LEGAL SERVICE			
		04	PCZBA/HPC/ARB MATTERS:MAY 2016	01-60-600-41350			2,441.88
				LEGAL SERVICES			
		05	WIMBLEDON ESCROW:MAY 2016	01-20-202-20563			135.00
				ZONING ESCROW-WIMBLEDON ES			
						INVOICE TOTAL:	17,798.38
						VENDOR TOTAL:	17,798.38
ICMA RET ICMA RETIREMENT TRUST 457							
6/23 PAYROLL DEDUCT	06/23/16	01	6/23 'EE PAYROLL DEDUCTION	01-20-102-45000		06/27/16	168.84
				ICMA 457 PLAN PAYABLE			
		02	6/23 'EE PAYROLL DEDUCTION	01-20-102-45000			422.08
				ICMA 457 PLAN PAYABLE			
		03	6/23 'EE PAYROLL DEDUCTION	01-20-102-45000			201.29
				ICMA 457 PLAN PAYABLE			
		04	6/23 'EE PAYROLL DEDUCTION	01-20-102-45000			211.04
				ICMA 457 PLAN PAYABLE			
		05	6/23 'EE PAYROLL DEDUCTION	01-20-102-45000			422.08
				ICMA 457 PLAN PAYABLE			
						INVOICE TOTAL:	1,425.33
6/23/16 W/H	06/23/16	01	6/23 'EE W/H	01-20-102-45000		06/27/16	3,150.01
				ICMA 457 PLAN PAYABLE			
						INVOICE TOTAL:	3,150.01
						VENDOR TOTAL:	4,575.34

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IFOP IL FRATERNAL ORDER OF POLICE							
6/23/16 W/H	06/23/16	01	'EE W/HELD FOP DUES:6/23/16	01-20-102-49000 UNION DUES PAYABLE		06/27/16	279.50
						INVOICE TOTAL:	279.50
6/9/16 W/H	06/09/16	01	'EE W/HELD FOP DUES:6/9/16	01-20-102-49000 UNION DUES PAYABLE		06/27/16	279.50
						INVOICE TOTAL:	279.50
						VENDOR TOTAL:	559.00
IUOEADM INT'L UNION OF OPER ENGINEERS							
6/23 W/H	06/23/16	01	6/23 'EE IUOE ADMIN DUES	01-20-102-49000 UNION DUES PAYABLE		06/27/16	378.86
						INVOICE TOTAL:	378.86
						VENDOR TOTAL:	378.86
IUOEMEMB INT'L UNION OF OPER ENGINEERS							
6/23 W/H	06/23/16	01	6/23 'EE IUOE MEMBER DUES	01-20-102-49000 UNION DUES PAYABLE		06/27/16	82.39
						INVOICE TOTAL:	82.39
						VENDOR TOTAL:	82.39
INTLAKES INTEGRATED LAKES MANAGEMENT							
26594	06/10/16	01	POND TREATMENT:PUB WKS	01-80-870-41050 MAINTENANCE GROUNDS		06/27/16	319.50
						INVOICE TOTAL:	319.50
						VENDOR TOTAL:	319.50
INTESTAT INTERSTATE BATTERY SYSTEM OF							
1903901011518	06/08/16	01	OFFICE SUPPLIES:PUB WKS	01-80-910-43550 OFFICE SUPPLIES		06/27/16	13.50
						INVOICE TOTAL:	13.50
						VENDOR TOTAL:	13.50

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00000855 LAKE BLUFF GARDEN CLUB							
60	06/15/16	01	CBD SUMMER PLANTINGS	01-80-870-44870		06/27/16	1,670.00
				CBD BEAUTIFICATION PROGRAM			
						INVOICE TOTAL:	1,670.00
						VENDOR TOTAL:	1,670.00
POLPEN LAKE BLUFF POLICE PENSION FUND							
6/23/16 W/H	06/23/16	01	6/23 'EE POLPEN W/HELD	01-20-102-45500		06/27/16	5,047.42
				POLICE PENSION EE CONTRIBU			
						INVOICE TOTAL:	5,047.42
						VENDOR TOTAL:	5,047.42
LFACUTE LAKE FOREST ACUTE CARE							
2977085	06/08/16	01	P WKS SEASONAL 'EE PHYSICAL	01-80-840-42450		06/27/16	119.00
				RECRUITMENT			
		02	P WKS SEASONAL 'EE PHYSICAL	01-80-840-42450			119.00
				RECRUITMENT			
		03	P WKS SEASONAL 'EE PHYSICAL	01-80-840-42450			119.00
				RECRUITMENT			
		04	P WKS SEASONAL 'EE PHYSICAL	01-80-840-42450			119.00
				RECRUITMENT			
						INVOICE TOTAL:	476.00
						VENDOR TOTAL:	476.00
LANERMUC LANER, MUCHIN, DOMBROW, BECKER							
493242	06/01/16	01	POLICE LABOR NEGOT:5/20/16	01-70-710-41350		06/27/16	570.91
				LEGAL SERVICES			
		02	POLICE GENRL LABOR:5/20/16	01-70-710-41350			25.00
				LEGAL SERVICES			
		03	ADMIN GENRL LABOR:5/20/16	01-60-600-41350			340.00
				LEGAL SERVICES			
						INVOICE TOTAL:	935.91
						VENDOR TOTAL:	935.91

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LAWSONPR LAWSON PRODUCTS, INC.							
9304138372	06/02/16	01	CRIMP TOOL:PUB WKS	01-80-850-45900		06/27/16	248.52
				MINOR EQUIPMENT			
						INVOICE TOTAL:	248.52
						VENDOR TOTAL:	248.52
LECHNER LECHNER & SONS UNIFORM RENTAL							
2169233	06/10/16	01	UNIFORMS: FORESTRY	01-80-860-42420		06/27/16	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			25.00
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			1.72
				UNIFORMS			
		04	UNIFORMS: PUB WKS	01-80-910-42420			15.17
				UNIFORMS			
		05	UNIFORMS: WATER	46-80-800-42420			1.00
				UNIFORMS			
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			10.23
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	57.91
2171660	06/17/16	01	UNIFORMS: FORESTRY	01-80-860-42420		06/27/16	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			25.00
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			1.72
				UNIFORMS			
		04	UNIFORMS: PUB WKS	01-80-910-42420			15.17
				UNIFORMS			
		05	UNIFORMS: WATER	46-80-800-42420			1.00
				UNIFORMS			
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			10.23
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	57.91
						VENDOR TOTAL:	115.82

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LINCOLN LINCOLN NATIONAL LIFE INS. CO.							
JULY 2016	06/27/16	01	GR TERM LIFE PREM:JULY 2016	01-20-102-20000 ACCOUNTS PAYABLE		06/27/16	778.72
						INVOICE TOTAL:	778.72
						VENDOR TOTAL:	778.72
LINDEMAN LINDEMANN HOME SERVICES							
INV16073	06/01/16	01	GUTTER CLEANING:VILL HALL	01-60-900-41000 MAINTENANCE-BUILDING		06/27/16	229.00
						INVOICE TOTAL:	229.00
						VENDOR TOTAL:	229.00
LURVEYLA LURVEY LANDSCAPE SUPPLY							
T6-10048962	06/10/16	01	SHRUBS FOR DEPOT	01-80-920-43680 MAINTENANCE SUPPLIES-GROUN		06/27/16	118.50
						INVOICE TOTAL:	118.50
						VENDOR TOTAL:	118.50
MAILFINA MAILFINANCE							
N5991273	06/16/16	01	POSTAGE METER MAINT:4/19-7/18	01-60-610-41200 MAINTENANCE EQUIPMENT		06/27/16	298.98
						INVOICE TOTAL:	298.98
						VENDOR TOTAL:	298.98
MENARDS MENARD'S							
7412	06/09/16	01	RADIO/SPEAKERS:FORESTRY TRUCK	01-80-870-43680 MAINTENANCE SUPPLIES-GROUN		06/27/16	57.77
		02	LAWN CHEMICALS/HOSE REP'R PART	01-80-870-43680 MAINTENANCE SUPPLIES-GROUN			49.18
						INVOICE TOTAL:	106.95
						VENDOR TOTAL:	106.95

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MINNLIFE MINNESOTA LIFE							
JUNE 2016	06/06/16	01	IND LIFE PREM:FINANCE-JUN 16	01-60-610-40420		06/27/16	204.67
				LIFE INSURANCE			
		02	IND LIFE PREM:ADMIN-JUN 16	01-60-600-40420			97.95
				LIFE INSURANCE			
		03	IND LIFE PREM:POLICE-JUN 16	01-70-710-40420			85.75
				LIFE INSURANCE			
		04	IND LIFE PREM:PRK DIST:JUN 16	01-10-201-37200			36.09
				DUE FROM PARK DISTRICT			
						INVOICE TOTAL:	424.46
						VENDOR TOTAL:	424.46
NCCPETER NCC PETERSEN PRODUCTS							
70034	05/26/16	01	JANITORIAL SUPPLIES:PUB WKS	01-80-910-43660		06/27/16	228.60
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	228.60
70096	06/02/16	01	JANITORIAL SUPPLIES:VILL HALL	01-60-900-43660		06/27/16	105.98
				MAINTENANCE SUPPLIES-BUILD			
		02	JANITORIAL SUPPLIES:PSB	01-70-930-43660			105.98
				MAINTENANCE SUPPLIES-BLDG			
		03	JANITORIAL SUPPLIES:VILL HALL	01-60-900-43660			105.98
				MAINTENANCE SUPPLIES-BUILD			
		04	JANITORIAL SUPPLIES:PSB	01-70-930-43660			105.99
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	423.93
70176	06/15/16	01	WASH SOAP DISPENSER:PUB WKS	01-80-910-45900		06/27/16	119.00
				MINOR EQUIPMENT			
						INVOICE TOTAL:	119.00
						VENDOR TOTAL:	771.53
NOSHRWAT NORTH SHORE WATER RECLAMATION							
3307549	06/04/16	01	WASTEWTR TREATMNT:V HALL 2/5-	01-60-900-43230		06/27/16	10.44
				UTILITIES			

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NOSHRWAT NORTH SHORE WATER RECLAMATION							
3307549	06/04/16	02	5/3/16		** COMMENT **	06/27/16	
						INVOICE TOTAL:	10.44
3307551	06/04/16	01	WASTEWTR TRTMNT:PSB 2/4-5/3/16	01-70-930-43230		06/27/16	48.72
				UTILITIES		INVOICE TOTAL:	48.72
						VENDOR TOTAL:	59.16
OMGNAT OMG NATIONAL							
N1030375	06/09/16	01	PLASTIC BADGES/STICKERS:POLICE	01-70-710-44500		06/27/16	930.00
				COMMUNITY RELATIONS		INVOICE TOTAL:	930.00
						VENDOR TOTAL:	930.00
PACIFICT PACIFIC TELEMAGEMENT SERVICE							
845649	06/16/16	01	PAY PH:PSB LOBBY-JULY 2016	01-70-710-43210		06/27/16	76.50
				TELEPHONE			
		02	PAY PH:JAIL INTAKE-JULY 2016	01-70-710-43210			76.50
				TELEPHONE			
						INVOICE TOTAL:	153.00
						VENDOR TOTAL:	153.00
QUILL QUILL CORP.							
6593852	06/13/16	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550		06/27/16	96.99
				OFFICE SUPPLIES		INVOICE TOTAL:	96.99
						VENDOR TOTAL:	96.99
RCJUGGLE RC JUGGLES							
FARM MRKT 6/10/16	06/08/16	01	BALLOON SCULPTING:FARM MRKT	01-60-650-44610		06/27/16	75.00
				FARMER'S MARKET		INVOICE TOTAL:	75.00

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RCJUGGLE RC JUGGLES							
FARM MRKT 6/17/16	06/16/16	01	BALLOON SCULPTING:FARM MRKT	01-60-650-44610		06/27/16	75.00
				FARMER'S MARKET			
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	150.00
RECORDIN RECORD INFORMATION SERVICES							
41272	06/02/16	01	PUBLIC RECORDS ANN'L RENEWAL	01-60-680-41304		06/27/16	575.00
		02	7/1/16-7/1/17	OTHER PROFESSIONAL SERVICE			
				** COMMENT **			
						INVOICE TOTAL:	575.00
						VENDOR TOTAL:	575.00
RICOH RICOH USA, INC							
1063363834	06/09/16	01	COLOR TONER CARTRIDGE:V HALL	01-60-600-43550		06/27/16	94.91
				OFFICE SUPPLIES			
						INVOICE TOTAL:	94.91
						VENDOR TOTAL:	94.91
R0001583 GREGORY OR BARBARA SEBOLT							
ZONING REFUND	06/21/16	01	ESCROW REFUND:403 E CENTER	01-20-202-20587		06/27/16	910.42
				ZONING ESCROW-403 E. CENTE			
						INVOICE TOTAL:	910.42
						VENDOR TOTAL:	910.42
SHERAUTO SHERIDAN AUTO PARTS							
906912	06/20/16	01	OIL & AIR FILTERS	01-80-840-43650		06/27/16	28.21
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	28.21
906913	06/20/16	01	OIL & AIR FILTERS	01-80-870-43650		06/27/16	114.81
				MAINTENANCE SUPPLIES-EQUIP			

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-- VILLAGE OF LAKE BLUFF --
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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
SHERAUTO SHERIDAN AUTO PARTS							
906913	06/20/16	02	OIL & AIR FILTERS	01-80-890-43640		06/27/16	100.00
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	214.81
						VENDOR TOTAL:	243.02
SHIINTER SHI INTERNATIONAL CORP							
B05071576	06/06/16	01	DELL COMPUTER/MONITOR	45-60-610-49350		06/27/16	1,297.00
				COMPUTER EQUIPMENT			
						INVOICE TOTAL:	1,297.00
						VENDOR TOTAL:	1,297.00
00001542 SOIL & MATERIAL CONSULTANTS							
40638	05/31/16	01	MATERIAL TESTING SRVC'S FOR	01-80-840-49216		06/27/16	3,010.00
		02	2016 STREET RESURF PROJECT	STREET REHAB PROJECTS NON- ** COMMENT **			
						INVOICE TOTAL:	3,010.00
						VENDOR TOTAL:	3,010.00
SPEERFIN SPEER FINANCIAL							
SERVICES 16	06/21/16	01	LOAN/BOND ANALYSIS BLOCK 3	01-60-610-41304		06/27/16	1,000.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00
STAPLES STAPLES ADVANTAGE							
3304692667	06/04/16	01	OFFICE SUPPLIES:POLICE	01-70-710-43550		06/27/16	231.14
				OFFICE SUPPLIES			
						INVOICE TOTAL:	231.14
3304692669	06/04/16	01	OFFICE SUPPLIES:POLICE	01-70-710-43550		06/27/16	13.29
				OFFICE SUPPLIES			
						INVOICE TOTAL:	13.29
						VENDOR TOTAL:	244.43

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

STATEDIS STATE DISBURSEMENT UNIT							
6/23 PAYROLL DEDUCT	06/23/16	01	6/23 'EE PAYROLL DEDUCTION	01-20-102-51000		06/27/16	579.69
				WAGE ASSIGNMENT PAYABLE			
						INVOICE TOTAL:	579.69
						VENDOR TOTAL:	579.69
TANGOAKS TANGLEY OAKS							
5261615	05/26/16	01	T OAKS STREET SIGN REIMBURSMNT	01-80-840-43691		06/27/16	110.00
				STREET SIGNS			
						INVOICE TOTAL:	110.00
						VENDOR TOTAL:	110.00
TAPCOTRA TAPCO TRAFFIC & PARKING							
I530014	06/17/16	01	STREET SIGN BRACKETS	01-80-840-43691		06/27/16	734.92
				STREET SIGNS			
						INVOICE TOTAL:	734.92
						VENDOR TOTAL:	734.92
TERMINAL TERMINAL SUPPLY CO.							
27175-00	06/06/16	01	WIRING SUPPLIES	01-80-860-43640		06/27/16	97.34
				MAINT. SUPPLIES-VEHICLES			
						INVOICE TOTAL:	97.34
						VENDOR TOTAL:	97.34
TESKA TESKA ASSOCIATES INC.							
6945	06/06/16	01	LAND USE MAP/PARKING MAP	01-60-600-41304		06/27/16	3,583.30
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	3,583.30
						VENDOR TOTAL:	3,583.30
THEEXCHA THE CHEVY EXCHANGE							

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
THEEXCHA THE CHEVY EXCHANGE							
134723	06/17/16	01	OIL CHNG/VEH INSPECTION SQD 24	01-70-710-41100		06/27/16	54.04
				MAINTENANCE-VEHICLES			
						INVOICE TOTAL:	54.04
46233	06/14/16	01	FRONT END PARTS SQD #22	01-70-710-43640		06/27/16	261.13
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	261.13
46253	06/15/16	01	FRONT END PARTS SQD #22	01-70-710-43640		06/27/16	90.91
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	90.91
						VENDOR TOTAL:	406.08
TRANSUNI TRANS UNION RISK & ALTERNATIVE							
MAY 2016	06/10/16	01	PERSON SEARCH:POLICE	01-70-710-43570		06/27/16	25.00
				OPERATING SUPPLIES			
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
TRUGREEN TRUGREEN CHEMLAWN							
48362814	06/13/16	01	TURF SPRAYING OF VILLAGE GREEN	01-80-870-41304		06/27/16	155.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	155.00
						VENDOR TOTAL:	155.00
TWIGSFLO TWIGS FLORIST							
FLOWERS:GRIFFIN	02/19/16	01	GET WELL FLOWERS:GRIFFIN	01-60-610-40900		06/27/16	96.00
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	96.00
FLOWERS:HOSKING	04/11/16	01	GET WELL FLOWERS:HOSKING	01-70-710-40900		06/27/16	62.00
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	62.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

TWIGSFLO TWIGS FLORIST							
FLOWERS:MALKOV	02/17/16	01	FLOWERS-NEW BABY BOY:MALKOV	01-70-710-40900		06/27/16	70.00
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	70.00
FLOWERS:MCCORMICK	01/07/16	01	FUNERAL FLOWERS:MCCORMICK	01-70-710-40900		06/27/16	58.00
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	58.00
FLOWERS:TOWLE	03/28/16	01	FLOWERS-NEW BABY GIRL:TOWLE	01-60-650-40800		06/27/16	100.00
				BOARD/COMMITTEE RECOGNITIO			
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	386.00
UNCOFFEE UNITED COFFEE SERVICE, INC.							
558576	06/06/16	01	COFFEE & SUPPLIES:V HALL	01-60-900-43660		06/27/16	136.25
				MAINTENANCE SUPPLIES-BUILD			
		02	2 (5) GAL BOTTLED WATER:V HALL	01-60-900-43660			15.70
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	151.95
558736	06/15/16	01	COFFEE & SUPPLIES:POLICE	01-70-930-43660		06/27/16	221.70
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	221.70
559067	06/17/16	01	COFFEE SUPPLIES:VILL HALL	01-60-900-43660		06/27/16	51.15
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	51.15
						VENDOR TOTAL:	424.80
VISIONSE VISION SERVICE PLAN							
JULY 2016	06/16/16	01	VILLAGE VISION PREM:JULY 2016	01-20-102-20000		06/27/16	286.37
				ACCOUNTS PAYABLE			

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
VISIONSE VISION SERVICE PLAN							
JULY 2016	06/16/16	02	PRK DIST VISION PREM:JULY 2016	01-20-102-20000		06/27/16	157.02
				ACCOUNTS PAYABLE			
		03	LIBRARY VISION PREM:JULY 2016	01-20-102-20000			79.27
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	522.66
						VENDOR TOTAL:	522.66
						TOTAL ALL INVOICES:	100,111.78

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DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	ASSETS		
FEECEOIL	FEECE OIL COMPANY	5,807.10	2,997.48
MINNLIFE	MINNESOTA LIFE	424.46	36.09
	ASSETS		3,033.57
20	LIABILITIES		
AFLAC	AFLAC	176.88	88.44
CHITRICL	CHICAGO TRIBUNE	802.40	252.80
DELTADEN	DELTA DENTAL	7,817.09	4,028.00
HOLLAND	HOLLAND & KNIGHT LLP	15,985.04	135.00
ICMA RET	ICMA RETIREMENT TRUST 457	17,601.48	4,575.34
IFOP	IL FRATERNAL ORDER OF POLICE	1,118.00	559.00
IUOEADM	INT'L UNION OF OPER ENGINEERS	1,515.44	378.86
IUOEMEMB	INT'L UNION OF OPER ENGINEERS	329.56	82.39
LINCOLN	LINCOLN NATIONAL LIFE INS. CO.	1,643.84	778.72
POLPEN	LAKE BLUFF POLICE PENSION FUND	20,123.84	5,047.42
R0000918	ENQUIST CARPENTRY		5,000.00
R0001415	DR HORTON, INC.		5,000.00
R0001583	GREGORY OR BARBARA SEBOLT		910.42
STATEDIS	STATE DISBURSEMENT UNIT	2,318.76	579.69
VISIONSE	VISION SERVICE PLAN	1,056.46	522.66
	LIABILITIES		27,938.74
40	REVENUE		
ELEVATOR	ELEVATOR INSPECTION SERVICES	791.00	160.00
	REVENUE		160.00
60	ADMINISTRATION		
00000537	GEWALT HAMILTON ASSOC., INC.	869.75	58.00
A PLUS	A PLUS BUILDING SERVICES	4,100.00	490.00
AASERVIC	AA SERVICE CO.		792.25
ADP	ADP INC.	614.05	210.75
ARTBLUFF	ARTISTS ON THE BLUFF		120.00
ASHLEYKR	KRISTIN ASHLEY	400.00	400.00
AVISYSYE	AVI SYSTEMS, INC		16,701.00
BHFXLLC	BHFX LLC		123.88

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INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
60	ADMINISTRATION		
BOTTFRAN	FRANCO BOTTALICO		113.70
CALLONE	CALL ONE	385.74	23.02
CENFRPUB	CENTER FOR PUBLIC SAFETY		5,000.00
CHITRICL	CHICAGO TRIBUNE	802.40	154.40
DANTHE	DAN THE KEY MAN		8.55
FASTSIGN	FASTSIGNS GURNEE	164.00	69.15
GFOA	GOV'T FINANCE OFFICERS ASSN.		150.00
GRIFFINS	SUSAN GRIFFIN	1,200.00	95.87
HOLLAND	HOLLAND & KNIGHT LLP	15,985.04	17,663.38
LANERMUC	LANER, MUCHIN, DOMBROW, BECKER	212.50	340.00
LINDEMAN	LINDEMANN HOME SERVICES		229.00
MAILFINA	MAILFINANCE		298.98
MINNLIFE	MINNESOTA LIFE	424.46	302.62
NCCPETER	NCC PETERSEN PRODUCTS	685.73	211.96
NOSHRWAT	NORTH SHORE WATER RECLAMATION		10.44
QUILL	QUILL CORP.	208.84	96.99
RCJUGGLE	RC JUGGLES		150.00
RECORDIN	RECORD INFORMATION SERVICES		575.00
RICOH	RICOH USA, INC	1,812.32	94.91
SPEERFIN	SPEER FINANCIAL		1,000.00
TESKA	TESKA ASSOCIATES INC.	847.50	3,583.30
TWIGSFLO	TWIGS FLORIST		196.00
UNCOFFEE	UNITED COFFEE SERVICE, INC.	899.57	203.10
	ADMINISTRATION		49,466.25
70	PUBLIC SAFETY		
A PLUS	A PLUS BUILDING SERVICES	4,100.00	1,360.00
AASERVIC	AA SERVICE CO.		792.25
ADVBUSGR	ADVANCED BUSINESS GROUP LLC	775.76	387.88
AMERGAS	AMERICAN GASES CORP.	14.00	14.00
CALLONE	CALL ONE	385.74	238.34
CARQUEST	CARQUEST OF LIBERTYVILLE	548.50	96.86
COMCAST	COMCAST CABLE	142.53	129.85
LANERMUC	LANER, MUCHIN, DOMBROW, BECKER	212.50	595.91
MINNLIFE	MINNESOTA LIFE	424.46	85.75
NCCPETER	NCC PETERSEN PRODUCTS	685.73	211.97
NOSHRWAT	NORTH SHORE WATER RECLAMATION		48.72
OMGNAT	OMG NATIONAL		930.00
PACIFICIT	PACIFIC TELEMAGEMENT SERVICE	306.00	153.00
STAPLES	STAPLES ADVANTAGE	95.94	244.43
THEEXCHA	THE CHEVY EXCHANGE	798.38	406.08

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INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
70	PUBLIC SAFETY		
TRANSUNI	TRANS UNION RISK & ALTERNATIVE	65.00	25.00
TWIGSFLO	TWIGS FLORIST		190.00
UNCOFFEE	UNITED COFFEE SERVICE, INC.	899.57	221.70
	PUBLIC SAFETY		6,131.74
80	PUBLIC WORKS		
00000855	LAKE BLUFF GARDEN CLUB	4,851.00	1,670.00
00001542	SOIL & MATERIAL CONSULTANTS	510.00	3,010.00
A PLUS	A PLUS BUILDING SERVICES	4,100.00	200.00
AASERVIC	AA SERVICE CO.		1,584.50
AMERGAS	AMERICAN GASES CORP.	14.00	201.17
BAKERPET	PETER BAKER & SON CO.	463,669.54	69.87
BUCKBROS	BUCK BROTHERS, INC.	617.36	379.78
BURRISEQ	BURRIS EQUIPMENT CO.	1,068.09	723.37
CALLONE	CALL ONE	385.74	238.35
COMCAST	COMCAST CABLE	142.53	250.50
COMED	COM ED	10,136.85	167.25
DANTHE	DAN THE KEY MAN		11.40
GROWEREQ	GROWER EQUIPMENT & SUPPLY CO.		370.46
HDSUPPLY	HD SUPPLY WATERWORKS, LTD	3,242.89	16.25
INTESTAT	INTERSTATE BATTERY SYSTEM OF		13.50
INTLAKES	INTEGRATED LAKES MANAGEMENT		319.50
LAWSONPR	LAWSON PRODUCTS, INC.		248.52
LECHNER	LECHNER & SONS UNIFORM RENTAL	405.37	113.82
LFACUTE	LAKE FOREST ACUTE CARE		476.00
LURVEYLA	LURVEY LANDSCAPE SUPPLY	114.50	118.50
MENARDS	MENARD'S	153.87	106.95
NCCPETER	NCC PETERSEN PRODUCTS	685.73	347.60
SHERAUTO	SHERIDAN AUTO PARTS	495.39	243.02
TANGOAKS	TANGLEY OAKS		110.00
TAPCOTRA	TAPCO TRAFFIC & PARKING	4,250.40	734.92
TERMINAL	TERMINAL SUPPLY CO.		97.34
TRUGREEN	TRUGREEN CHEMLAWN		155.00
	PUBLIC WORKS		11,977.57
VEHICLE/EQUIP REPLACEMENT FUND			
60	ADMINISTRATION		
SHIINTER	SHI INTERNATIONAL CORP		1,297.00
	ADMINISTRATION		1,297.00

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INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
80	PUBLIC WORKS		
AT & T	AT & T	4,650.11	104.91
LECHNER	LECHNER & SONS UNIFORM RENTAL	405.37	2.00
	PUBLIC WORKS		106.91
	TOTAL ALL DEPARTMENTS		100,111.78

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 7a

Subject: REQUEST FROM THE CENTRAL LAKE COUNTY JOINT ACTION
WATER AGENCY TO WAIVE BUILDING PERMIT FEES FOR
MODIFICATIONS TO THE WATER PLANT LOCATED AT 200
ROCKLAND ROAD

Action Requested: CONSIDERATION OF REQUEST (Roll Call Vote)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

In February 2015 the Village passed Resolution 2015-7 approving a temporary easement agreement with JAWA to allow the use of Village property east of JAWA for temporary staging activities for a period of up to 26 months from the commencement date at a cost of \$25,000. The need for this easement agreement is specific to the JAWA ozone generation and ancillary projects.

JAWA is now requesting a waiver of building permit fees of \$196,620 for the \$6.554 million ozone generation system conversion project. JAWA is changing its ozone generation process from one that generates ozone from ambient air to one generating ozone from pure oxygen. Additionally, JAWA is requesting fee waivers of \$2,526 for two smaller projects: the replacement of an air conditioning system and the installation of new control valves in a boiler system with construction costs of \$65,130 and \$19,100, respectively. Exterior changes to the building for the ozone replacement system consist of the installation of new ventilation louvres in the exterior walls on the south and east sides of the building. JAWA anticipates going through the Village's site plan review process in July for these exterior changes.

In the past the Village has approved requests from the Lake Bluff Park District, CLCJAWA, and the Union Church of Lake Bluff to waive building permit fees and, for the Park District, demolition taxes.

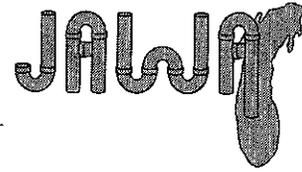
Reports and Documents Attached:

- A Copy of the Letter Dated June 16, 2016.

Village Administrator's Recommendation: Consideration of the Request.

Date Referred to Village Board: 6/27/2016

Central Lake County Joint Action Water Agency



June 16, 2016

Mr. Drew Irvin
Lake Bluff Village Hall
40 E. Center Avenue
Lake Bluff, IL 60044

Dear Mr. Irvin,

In accordance with past practice, CLCJAWA is requesting a permit fee waiver for our Ozone System Replacement Project.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Soucie'.

William Soucie
Operations Director

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 11

Subject: AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS, AND OTHER WORKERS FOR LAKE BLUFF PUBLIC WORKS PROJECTS FOR 2016

Action Requested: CONSIDER SECOND READING APPROVAL (Roll Call Vote)
WAIVER OF SECOND READING (Roll Call Vote)

Originated By: ILLINOIS DEPARTMENT OF LABOR

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

On an annual basis, the Illinois Department of Labor requires municipalities to ascertain the prevailing rate of wages for laborers, mechanics and other works employed in performing construction of public works for the municipality. This item is presented in accordance with State of Illinois requirements, and as this is a requirement of the State. The Village Board approved first reading of the ordinance at its meeting on June 13, 2016.

Reports and Documents Attached:

- Proposed Prevailing Rate Ordinance with July 2015 Rate Schedule.

Village Administrator's Recommendation: Second Reading Approval.

Date Referred to Village Board: 6/27/2016

ORDINANCE NO. 2016-

**AN ORDINANCE ASCERTAINING THE PREVAILING RATE
OF WAGES FOR LABORERS, MECHANICS, AND OTHER WORKERS
FOR LAKE BLUFF PUBLIC WORKS PROJECTS FOR 2016**

Passed by the Board of Trustees, _____

Printed and Published, _____

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

ORDINANCE NO. 2016-

**AN ORDINANCE ASCERTAINING THE PREVAILING RATE
OF WAGES FOR LABORERS, MECHANICS, AND OTHER WORKERS
FOR VILLAGE OF LAKE BLUFF PUBLIC WORKS PROJECTS FOR 2016**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 et seq. ("**Act**"); and,

WHEREAS, the Act requires that the Board of Trustees of the Village of Lake Bluff ascertain the prevailing rate of wages, as defined in the Act, for laborers, mechanics, and other workers in the locality of Lake County employed in performing construction of public works for the Village; and,

WHEREAS, "locality" is defined in the Act as the county in which the physical work on public works is performed, and the public works of the Village will be performed in Lake County.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Bluff, Lake County and the State of Illinois, as follows:

Section 1. Recitals.

The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Ascertainment of Prevailing Rate of Wages.

To the extent and as required by the Act, the general prevailing rate of wages in Lake County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village, which physical work is being performed on public works in Lake County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Lake County area as determined by the Department of Labor of the State of Illinois as of July, 2015 ("**Department**"). A copy of that determination is attached hereto and by this reference incorporated herein as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages in Lake County by the Department shall supersede the Department's July, 2015 determination and shall apply to any and all public works construction in Lake County undertaken by the Village.

Section 3. Contractors' Responsibility.

Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid shall submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that certifies that (A) such records are true and accurate, (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a

Class B misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

Section 4. Definitions; Limitations.

The definition of any term appearing in this Ordinance that also is used in the Act shall be the same as in the Act. Nothing contained herein shall be construed to apply the general prevailing rate of wages for Lake County as herein ascertained to any work or employment except public works construction of the Village conducted in Lake County to the extent required by the Act.

Section 5. Availability of Ordinance.

The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination of the prevailing rate of wages for Lake County. A copy of this determination or of any revised determination of prevailing rate of wages for Lake County then in effect shall be attached to all public works construction contract specifications.

Section 6. Publication of Ordinance.

The Village Clerk is hereby authorized and directed to:

- A. Promptly file a certified copy of this Ordinance with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois; and
- B. Cause to be published a copy of this Ordinance in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois which publication shall constitute notice that the determination is effective and that this is the determination of the Village; and
- C. Mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees that have filed their names and addresses and requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 7. Effective Date.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED this ___ day of June, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (0)

NAYS: (0)

ABSENT: (0)

APPROVED this ____ day of June, 2016.

Village President

ATTEST:

Village Clerk

FIRST READING: June 13, 2016

SECOND READING: _____

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

#10388352_v2

EXHIBIT A

**Department of Labor Determination of Prevailing Rate of Wages
in Lake County as of July 2015**

TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720	
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940	
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990	
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500	
TRUCK DRIVER	ALL	1	36.560	36.760	1.5	1.5	2.0	9.070	7.050	0.000	0.100
TRUCK DRIVER	ALL	2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL	3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL	4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670	

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

LAKE COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of

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

MARBLE FINISHER

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

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 13

Subject: A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. (PHASE I DESIGN AGREEMENT FOR MOFFETT ROAD BRIDGE REPAIR AND RESURFACING PROJECT)

Action Requested: CONSIDERATION OF RESOLUTION (Roll Call Vote)

Originated By: VILLAGE ENGINEER

Referred To: VILLAGE ENGINEER

Summary of Background and Reason For Request:

The Village is pursuing federal funding through the Surface Transportation Program (STP) for the repair of the land bridge just south of the intersection of Moffett Road and East Witchwood Lane and the resurfacing of Moffett Road between East Center Avenue and the southern Village limit. In accordance with STP funding requirements, a Phase I Engineering and Environmental Study is required. The Phase I Study is not eligible for federal funding. Phase II (final design) and Phase III (construction) are eligible. Construction of the project is expected during the summer of 2018. The Village requested a proposal from Baxter & Woodman, Inc. to prepare and submit the Phase I study to the Illinois Department of Transportation. Baxter & Woodman, Inc. has worked with the Village on the Moffett Road project in the past and has specific expertise in completing projects within the STP funding process.

The proposal from Baxter & Woodman, Inc. is for an amount not to exceed \$57,700. The FY2016-2017 budget contains \$250,000 for the Moffett Road culvert project. Approximately \$10,000 of the budgeted amount has been spent to date on engineering of potential temporary repairs to Moffett Road and the slope. The remaining budgeted \$182,300 will be used for temporary repairs to Moffett Road, potential easement acquisition costs, and Phase II engineering. It is recommended that the board approve the proposal from Baxter & Woodman, Inc. for an amount not to exceed \$57,700.

Reports and Documents Attached:

1. A copy of the Resolution; and
2. A copy of the proposed Professional Services Agreement with Baxter & Woodman, Inc.

Village Administrator's Recommendation: Adoption of Resolution

Date Referred to Village Board: 6/27/2016

RESOLUTION NO. 2016-__**A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. (PHASE 1 DESIGN AGREEMENT FOR MOFFETT ROAD BRIDGE REPAIR AND RESURFACING PROJECT)**

WHEREAS, pursuant to Section 4.6 (b) of the Village's Purchasing Policy and Procedures Manual, professional service contracts in the amount of \$20,000 or more must be authorized by Board action; and,

WHEREAS, the deteriorating condition of the existing culvert headwall, end section, and slope up to the east side of Moffett Road require repairs and reconstruction; and,

WHEREAS, the project is eligible for federal funding through the Surface Transportation Fund, the Village Engineer recommends entering into a professional engineering services agreement to complete a Phase 1 Study in accordance with federal funding requirements; and,

WHEREAS, Baxter & Woodman, Inc. has exhibited specific expertise in the completion projects through the Surface Transportation Program and has successfully done projects for the Village in the past; and:

WHEREAS, Village staff recommends that the Village retain Baxter & Woodman, Inc. to provide the Professional Services and:

WHEREAS, Baxter & Woodman, Inc. has provided a proposal to complete the Professional Services for an amount not to exceed \$57,700; and,

WHEREAS, the Village's approved FY2016-2017 Redevelopment Fund budget includes \$250,000 for this project and the fee of \$57,700 leaves enough funds to pursue the other necessary elements of the project that are to be executed in the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS as follows:

Section 1. Recitals.

The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of Lake Bluff.

Section 2. Authorization and Execution of Agreement with Baxter & Woodman, Inc.

The Village Administrator is hereby authorized and directed to execute a contract in a form acceptable to the Village Attorney with Baxter & Woodman, Inc. for the Moffett Road Culvert End Section Replacement, consistent with the Baxter & Woodman, Inc. proposal dated June 8, 2016, attached as Exhibit A, for a fee not to exceed \$57,700.00.

Section 3. Effective Date.

This Resolution shall be effective following passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law.

PASSED this ___ day of June, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (0)

NAYS: (0)

ABSENT: (0)

APPROVED this ____ day of June, 2016.

ATTEST:

Village President

Village Clerk

Exhibit A

**VILLAGE OF LAKE BLUFF
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 28th day of June, 2016, and is by and between the **VILLAGE OF LAKE BLUFF**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** Baxter & Woodman Consulting Engineers, Inc.

Address: 8678 Ridgefield Road

Crystal Lake, IL 60012

Telephone No.: 815-459-1260

Email: jambrose@baxterwoodman.com

Project Name/Description: Phase 1 Design Agreement for Moffett Road Bridge Repair and Resurfacing Project

Agreement Amount: \$57,700.00

B. Project Description. Consultant will provide professional municipal engineering services related to the Moffett Road Bridge Repair and Resurfacing Project including but not limited to the following activities: (i) data collection, (ii) topographic survey, (iii) traffic analysis, (iv) preliminary design, (v) environmental coordination and permitting, (vi) preliminary environmental site assessment, (vii) meetings and public involvement, (viii) project development report, and (ix) managing the project, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is 270 days after the Commencement Date ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

D. Reporting. The Consultant shall regularly report to the Village Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the approximate completed portion of the scope of services set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon

as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, without regard to the availability or unavailability of any insurance, indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amounts described in Exhibit B. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental

permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

- a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;
- b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Administrator;
- c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;
- d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and
- e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.
- D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Lake Bluff
40 East Center Avenue.
Lake Bluff, Illinois 60044
Attention: Village Administrator

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman, Village Attorney

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

John V. Ambrose, PE
Baxter & Woodman Consulting Engineers, Inc.
Vice-President
8678 Ridgefield Road
Crystal Lake, IL 60012
main: 815.459.1260
direct: 815.444.3274
cell: 815.482.9121
jambrose@baxterwoodman.com

With a copy to:

Baxter & Woodman Consulting Engineers, Inc.
8430 W Bryn Mawr Ave., Suite 400
Chicago, IL 60631

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not

business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. **Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the

foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 28th day of June, 2016.

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

June 8, 2016

Mr. Jeff Hansen, P.E.
Village Engineer
Village of Lake Bluff
40 East Center Avenue
Lake Bluff, IL 60044

Subject: Village of Lake Bluff – Moffett Road Resurfacing

Dear Mr. Hansen:

The Village has asked Baxter & Woodman, Inc. to submit a proposal for Phase I Engineering and Environmental Studies for the Moffett Road Resurfacing project.

Project Understanding:

Moffett Road from Sheridan Road to Center Avenue is in need of resurfacing. The ravine culvert and the downstream, slope, headwall, and wing wall just south of Witchwood Lane are also in need of repair. Due to poor condition and age of the structure, culvert lining is anticipated. The urban cross section roadway over the culvert carries an average daily traffic of less than 2,000.

This project involves Phase I Engineering and Environmental Studies for the rehabilitation of the culvert and resurfacing of the road. Baxter and Woodman will complete a field evaluation and perform structural calculations necessary to provide a recommended scope of work, with the end goal of rehabilitating the slope and extending the service life of the culvert. Likely scope items include culvert lining, headwall and wing wall replacement, slope stabilization, and road resurfacing.

The project will utilize federal funding and be processed through the IDOT District 1 Bureau of Local Roads and Streets.

Scope of Services:

1. Early Coordination and Data Collection

- *Data Collection:* Obtain, review and evaluate the following information provided by the Village for use in design:
 - Utility Atlases
 - Existing Roadway and Structure Plans with Inspection Reports
 - Aerial Photography
 - Maintenance and flooding records
 - Drainage Studies

- Hydraulic and Hydrologic information and calculations
 - Geotechnical Data
 - Crash Data (5 years)
 - ROW, GIS and property data
 - Wetland Delineation Report
- *Agency Coordination:* Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the Lake County Council of Mayors. Coordinate with existing utility companies.
 - *Traffic Counts:* Utilize Miovision traffic counting technology to obtain 24-hour intersection traffic counts and 24-hour Average Daily Traffic counts at the following locations: Center Avenue and Moffett Road and Prospect Avenue and Moffett Rd.
Baxter & Woodman will provide electronic files consistent with IDOT procedures and formatting, which will include turning movement volumes, and vehicle classification at one hour intervals.
 - *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, and curb and gutter. Estimate quantities of pavement repair. Observe and photograph the project area and immediate surroundings.

2. Topographic Survey

- *Supplemental Topographic Survey:* Utilize the existing survey within the ravine. Perform supplemental topographic survey to capture any temporary stabilization measures and/or slope movements that have occurred after the initial survey. The limits of the survey will be within the ravine only. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. Schematic drawings will be developed from aerial photography and field verified at select locations for areas outside the ravine but within the project limits.
- *Terrain Model:* Update the digital terrain model based on the supplemental topographic survey.
- *Right of Way:* Work to complete Plat of Easement or Plat of Dedication is not included in this agreement.

3. Traffic Analysis

- *Traffic Forecasting:* Based on traffic data collected, develop projected 2040 traffic volumes for Moffett Road as per FHWA guidelines. Coordinate with the Village and Chicago Metropolitan Agency for Planning (CMAP) for concurrence on 2040 traffic projections.
- *Accident Analysis:* Obtain accident data from IDOT and the Village and compile for review. Complete an accident diagram for the intersections in the last 5 years and summarize findings. Complete an accident analysis to evaluate the frequency, severity, and recommended countermeasures.
- *Stop Analysis:* Perform a multi-way stop sign installation warrant study at the following Moffett Road intersections with: Center Avenue, Prospect Avenue, and Ravine Avenue. Analysis will be based on collected traffic and accident data with a summary of existing conditions and recommendations.

4. Preliminary Design

- *ROW Analysis:* Determine the preferred improvement right-of-way requirements and need for acquisition. Recommend and identify necessary temporary construction easements, permanent easements, or right-of-way acquisition to complete the proposed improvements. ROW acquisition is not included in this agreement.
- *Geometric Plan:* Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Plan sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right of way breaks, utility adjustments, guardrail locations, and wetland locations and impacts.
- *Typical Sections:* Prepare typical sections for the existing and proposed improvements, showing dimensions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, sidewalks, and right of way.
- *Conceptual Barrier Warrant Investigation:* Conceptually lay out the limits of required guardrail, and other roadside barrier. The limits will be used to assist with impacts to adjacent properties, floodplain fill, structure types, and cost estimating. Final barrier warrant analysis will be completed during Phase II.

- *Estimate of Cost and Schedule:* Develop preliminary cost estimates for the preferred improvement and anticipated schedule for construction.

5. Environmental Coordination and Permitting

- *Environmental Survey:* Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. The existing Wetland Delineation Report will be utilized and a special waste assessment will be performed by Baxter & Woodman as described below.
- *Permit Agency Early Coordination:* Initiate coordination with the following regulatory agencies to obtain preliminary design comments:
 - *Lake County Stormwater Management Commission.*
 - *US Army Corps of Engineers (ACOE)*
 - *Illinois Environmental Protection Agency (IEPA)*
- *Wetlands:* Obtain the existing Wetland Delineation Report and Exhibits from the Village that summarize the methodology used, site description, and results of survey. Submit to IDOT for review and approval.
- *Special Waste Screening:* Conduct Special Waste Screening as outlined in Section 20-12.03(b) of the IDOT Bureau of Local Roads and Streets Manual. Screening will include Environmental Regulatory Records Review and a site visit. Based on Environmental Screening results and site visit determine if further action is required and prepare a summary of the findings.
- *Wetland Impact Evaluation:* Prepare a wetland impact evaluation for the work within a regulatory wetland, including a description of the wetlands being impacted, avoidance, minimization, and mitigation efforts. Submit to IDOT for review and approval.
- *Watershed Development Permit:* Obtain a Watershed Development Permit. This project may be permitted by the Village under Countywide Permit Number 1. Agency review fees are not included within this agreement and shall be paid for separately by the Village.

- *Fees:* Agency review fees, wetland banking, and processing through the stormwater variance procedures are not included in this agreement and shall be paid for separately by the Village.

6. Preliminary Environmental Site Assessment (PESA)

- *Historical Records Review:* Review and document historical data sources for the project area, including aerial photographs, topographic maps, fire insurance maps, County resources, and other readily available development data.
- *Environmental Regulatory Records Review:* A computer search of Federal, State, Tribal, and local government agency records will be performed to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties shall be evaluated for recognized environmental concerns (REC). Queries shall be performed, but not be limited to, the following regulatory databases:
 - National Priority List (NPL) of Hazardous Waste Sites;
 - Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF);
 - Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST);
 - Sanitary Landfill and Solid Waste Sites (SL/SWS);
 - State Hazardous Waste Sites (SHWS);
 - CERCLIS sites
 - Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG)
 - RCRA
- *Report Preparation:* Based on Environmental Screening results and site visit, prepare a PESA using the processes described in *A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects*, Second edition, January 2012.
 - Prepare a letter report summarizing the activities and results of the assessment. The report will include pertinent documentation to support the screening results of the assessment. It will also provide a summary of conclusions from the limited information collected. A Preliminary Site Investigation (PSI) will not be included within this scope of work.

7. Meetings and Public Involvement

- *Meetings:* The following meetings are anticipated for this project:
 - Village (2 total) (Preliminary, Prefinal)
 - Regulatory Agencies (1 total): ACOE (1)
 - IDOT (3) (Kickoff, Detour Committee and Review)
 - Public Meeting and/or Hearing (1)
- *Public Meetings:* Prepare advertisement, exhibits, handouts, and attend one Public Meeting. Prepare meeting minutes to document public comments. Prepare mailings to property owners identified with land acquisition.
- *Social Media:* No social media participation is anticipated.

8. Project Development Report

- *Phase I Documentation:* Prepare a Local Project Development Report for Group I Categorical Exclusion and submit the report to IDOT-BLRS and the Federal Highway Administration for review and approval. Preliminary, Pre-final, and Final submittals are anticipated.
- Additional pavement cores, soil borings, structural borings, and topsoil depths will not be obtained for this project. In lieu of recommended geotechnical data, the preferred improvement will be based on reasonable, visual field observations. This project is considered a maintenance operation with a variable improvement life cycle.

9. QA/QC

- Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

10. Manage Project

- Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the Village.

- *Deliverables:* The following is a list of anticipated final deliverables to the Village for this project:
 - *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Survey, and Exhibits.*
 - *Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

- The following items are not included within the scope of this project, but can be provided as additional services to the contract:
 - Permit Review fees
 - Plats and Legals
 - Wetland Banking Fees
 - Row Acquisition
 - Geotechnical Report

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses including travel, postage, and traffic counts, which in total will not exceed **\$57,700**.



The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.** If you have any questions or need additional information, please do not hesitate to call. We appreciate the opportunity to work with the Village on this Project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

John V. Ambrose, P.E.
President/CEO

Attachment

VILLAGE OF LAKE BLUFF, IL

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

I:\Crystal Lake\LKBFV\160625-LKBFV - Moffett Rd Resurf\Contract\160625.30 Proposal.doc

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant's professional services .

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Lake Bluff, including its Board members and elected and appointed officials, its officers and employees. In the alternative this requirement can be satisfied by the use of a blanket Additional Insured endorsement.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies

None _____

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 14

Subject: A RESOLUTION TERMINATING THE INTERGOVERNMENTAL AGREEMENT THAT CREATED THE LAKE AND MCHENRY COUNTIES FIRE DEPARTMENT'S SPECIALIZED RESPONSE TEAMS AND TRANSFERRING THOSE FUNCTIONS TO MABAS DIVISIONS 4 AND 5 SPECIALIZED RESPONSE TEAMS

Action Requested: _____

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

This item will not require any Village Board action at this time and this item should be tabled. The Village Attorney continues to research and finalize Village Board action documents involved in the termination of the intergovernmental agreement that created the Lake and McHenry Counties Fire Department's Specialized Response Teams and transferring those functions to MABAS Divisions 4 and 5 Specialized Response Teams.

Reports and Documents Attached:

Village Administrator's Recommendation:

Date Referred to Village Board: 6/27/2016

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 15

Subject: AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS TO ALLOW ELECTRIC LIFT SYSTEMS ON BLUFFS

Action Requested: FIRST READING CONSIDERATION (Roll Call Vote)
SECOND READING WAIVER (Roll Call Vote)

Originated By: EDWARD AND MARGARET FIORENTINO (Petitioners)

Referred To: PLAN COMMISSION & ZONING BOARD OF APPEALS

Summary of Background and Reason For Request:

On May 31, 2016 the Village received a zoning application from Mr. and Mrs. Edward and Margaret Fiorentino (Petitioners), property owners of 611 Lansdowne Lane, requesting:

1. A text amendment to the Zoning Code allowing electric lift systems (“trams”) on bluffs as a special use or as a permitted use for residential lakefront properties; and
2. A special use permit (SUP) to maintain and operate a tram on the bluff located at 611 Lansdowne Lane.

The Property Owner is requesting this text amendment because, pursuant to Section 10-12-5 of the Zoning Code, the Village does not allow construction activity on bluffs or ravines except for paths, steps/stairs, decks and benches. For your information, the Village has previously granted zoning relief (pursuant to Ordinances #2004-26 and #2007-13) to allow the construction, maintenance and operation of a tram on the bluff for two lakefront properties. In addition to providing safe access to the lakefront, tram systems cause less disturbance to the bluff face than the surface excavation necessary to install steps at grade which require small retaining walls to move laterally across a bluff slope resulting in more disturbance to the slope.

At the conclusion of the public hearing on June 15th the Plan Commission and Zoning Board of Appeals (PCZBA) unanimously voted to recommend the Village Board: a) approve a text amendment allowing trams on bluffs on residential lakefront property as a special use with the conditions of allowing one tram per property and requiring an annual inspection; and b) grant a SUP to construct, operate and maintain a tram on the bluff located at 611 Lansdowne Lane. Further research into this matter revealed different approaches to regulating bluff trams; the Village Board may want to consider requiring mandatory inspections of private conveyance systems (similar to elevators) through the Building Code rather than the Zoning Code.

Mr. Jeff Tondola, representing the Petitioners, has submitted a request to waive second reading of the ordinance and will be in attendance, as well as Village Staff, to answer questions from the Board.

Reports and Documents Attached:

1. Ordinance Amendment the Zoning Code to Allow Electric Lift Systems on Bluffs;
2. PCZBA Staff Report (with attachments) Dated June 10, 2016; and
3. A Letter Dated June 21, 2016 Requesting Waiver of Second Reading of the Ordinance.

PCZBA’s Recommendation: Conditional approval of the ordinance.
Village Administrator’s Recommendation: Consider first reading of the ordinance.

Date Referred to Village Board: 6/27/ 2016

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
TO ALLOW ELECTRIC LIFT SYSTEMS ON BLUFFS**

Passed by the Board of Trustees, _____, 2016

Printed and Published, _____, 2016

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
TO ALLOW ELECTRIC LIFT SYSTEMS ON BLUFFS**

WHEREAS, Title 10 of the Lake Bluff Municipal Code, as amended ("**Zoning Regulations**") establishes, among other things, regulations governing the use of property that is located on or within a bluff or ravine; and

WHEREAS, pursuant to Sections 10-12-4 and 10-12-5 of the Zoning Regulations, a property owner is not permitted to construct any accessory structure on any portion of his or her property that is located in any bluff or ravine subject to certain exceptions; and

WHEREAS, pursuant to Section 10-2-9 of the Zoning Regulations, an application for an amendment to the Zoning Regulations was filed by Ed Fiorentino and Margaret Fiorentino (collectively, "**Applicant**"), owners of the property commonly known as 611 Lansdowne Lane, Lake Bluff, Illinois, seeking amendments to Sections 10-12-4 and 10-12-5 of the Zoning Regulations to permit the construction of electric lift systems on a bluff provided that a property owner obtains from the Village a special use permit pursuant to Section 10-4-2E of the Zoning Regulations (collectively, "**Amendments**"); and

WHEREAS, the Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") conducted a public hearing to consider the Amendments on June 15, 2016 pursuant to proper notice thereof published in the *Lake County News Sun* and, on June 15, 2016, recommended that the Board of Trustees adopt the Amendments; and

WHEREAS, the Village Board of Trustees has determined that adoption of the Amendments set forth in this Ordinance pursuant to the Zoning Regulations and the Village's home rule powers is in the best interests of the Village;

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

Section 1. Recitals.

The foregoing recitals are incorporated herein as findings and determinations of the Board of Trustees.

Section 2. Public Hearing.

A public hearing on the Amendments was duly advertised on May 30, 2016 in the *Lake County News-Sun*. The public hearing was held by the PCZBA on June 15, 2016; and, on which date, the PCZBA recommended that the Board of Trustees adopt the Amendments.

Section 3. Amendments to Section 10-12-4 of the Zoning Regulations.

Section 10-12-4, entitled "Buildings and Structures," of Chapter 12, entitled "Bluffs and Ravines," of Title 10, entitled "Zoning Regulations," of the Lake Bluff Municipal Code, is hereby amended in the following respects [additions are **bold and double-underlined**; deletions are struck through]:

“10-12-4: BUILDINGS AND STRUCTURES:

- A. General Prohibition: Except as expressly permitted pursuant to subsection B of this section, no principal or accessory building or structure, no permanent fence, and no other at grade improvement of any kind shall be constructed, placed, or maintained in any bluff or ravine.

- B. Permitted Structures: Notwithstanding the general prohibition set forth in subsection A of this section, the following improvements may be permitted in a bluff or ravine in accordance with the regulations of this subsection and the other applicable regulations of this chapter, provided such improvement would not, as determined in advance by the village engineer, adversely affect stormwater drainage, or unnecessarily accelerate erosion of the bluff or ravine, or otherwise create a hazardous condition or public nuisance:
 - 1. Paths And Steps At Grade: Paths and steps at grade of no greater than six feet (6') in width shall be allowed in any bluff or in any ravine.

 - 2. Decks:
 - a. Ravines: Decks and other similarly elevated structures shall be allowed to extend over the top ravine edge of a ravine; provided, however, that no pier foundations or supports shall be placed or maintained on or beyond the top ravine edge.

 - b. Bluffs: Decks and other similarly elevated structures shall be allowed to extend over the top bluff edge of a bluff and to be located in a bluff.

 - 3. Benches: Benches shall be allowed to be located or maintained within a bluff or ravine.

 - 4. Stairs: Stairs and associated landings shall be permitted in any ravine or bluff that is located on bluff/ravine property that is at least one and one-half (1.5) acres.

 - 5. Electric Lift Systems: An electric lift system, and associated equipment and appurtenances thereto, shall be permitted on a bluff upon the issuance of a special use permit pursuant to subsection 10-4-2E of this title; provided, however, that: (i) only one electric lift system may be permitted on a property; and (ii) as a condition of issuance of the special use permit, the owner agrees in writing to permit the Village to inspect the electric lift system at least once a year to confirm that the electric lift system complies with all applicable provisions of the Lake Bluff Municipal Code and the special use permit.”**

Section 4. Amendments to Section 10-12-5 of the Zoning Regulations.

Section 10-12-5, entitled "Construction Activity in Bluff and Ravine Protection Areas," of Chapter 12, entitled "Bluffs and Ravines," of Title 10, entitled "Zoning Regulations," of the Lake Bluff Municipal Code, is hereby amended as follows [additions are **bold and double-underlined**; deletions are struck through]:

"10-12-5: CONSTRUCTION ACTIVITY IN BLUFF AND RAVINE PROTECTION AREAS:

- A. General Prohibition: Except as expressly permitted pursuant to subsection B of this section, no construction activities, including, without limitation, grading, excavating, filling, terracing, or stockpiling or dumping of excavated material, shall be permitted in any bluff or ravine protection area.
- B. Permitted Construction Activities: Notwithstanding the general prohibition set forth in subsection A of this section, the following construction activities shall be permitted in a bluff or ravine protection area, with the prior approval of the village engineer and in accordance with the following regulations and other applicable regulations of this chapter:
 - 1. Erosion control and slope stabilization activities.
 - 2. Public utility and other public improvement projects.
 - 3. Drainage improvements that are necessary to prevent or mitigate erosion.
 - 4. General maintenance and landscaping, including the removal of diseased, dead, or damaged trees.
 - 5. Action necessary to remediate an unstable or unsecure slope that poses an imminent danger to persons or property.
 - 6. The construction of an electric lift system on a bluff in accordance with Section 10-12-4 of this title."**

Section 5. Effective Date.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

FIRST READING:

SECOND READING:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM: _____

FEE PAID:
 RECEIPT NUMBER:

DATE RECEIVED
 BY VILLAGE:

VILLAGE OF LAKE BLUFF
APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRD

SUBJECT PROPERTY

Address: 611 Lansdowne Lane Zoning District: _____
(Property address for which application is submitted)

Current Use: Residential
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12-21-402-106 and 12-21-402-114

APPLICANT

Applicant: Jeffrey Tondola - CNM Development

Address: 1896 Techny Court, Northbrook IL 60062
(Address if different than subject property)

Relationship of
 Applicant to Property: General Contractor
(Owner, Contract Purchaser, Etc.)

Home Telephone: _____ Business Telephone: 847-602-2327

OWNER

Owner - Title Holder

Name: Ed Fiorentino
 Address: 1350 W Kennicott Drive
Lake Forest, IL 60045
 Daytime Phone: _____

If Joint Ownership

Joint Owner: Margaret Fiorentino
 Address: 1350 W Kennicott Drive
Lake Forest, IL 60045
 Daytime Phone: _____

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- Corporation Partnership
 Land Trust Trust
 Other: _____

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?

Yes No If No, Explain: _____

ACTION REQUESTED

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received **at least 25 days** prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: _____

Applicable Section(s) of Zoning Ordinance, if known: -12-4: BUILDINGS AND STRUCTURES

Narrative description of request:

Installation of a Tram system on the bluff to provide safe access from the tableland to the beach. This includes landings of approximately 4' x 4' to provide safe access to tram on the top and bottom.

STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. **The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing.** Please attach additional materials if necessary.

STANDARDS FOR VARIATIONS:

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

As a result from the strict application of the Zoning Ordinance, the Owner would not have safe access to the lake-shore. The existing wooden timber stair structure is in disrepair and no longer provides safe access to the lake-shore. (See picture)

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

The bluff has an elevation change of approximately 60' from the tableland to the beach and does not currently have safe lake-shore access. The existing stairs on the bluff are in disrepair.

3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

Many lakefront homeowners in Lake Bluff have installed trams as an alternative to timber or concrete stair systems on the bluff. We have documented two trams installed with a special use permit and several other tram systems that had already been installed prior to the bluff regulations enacted in 1999.

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

The installation of a bluff tram will not violate the intentions of the regulations and will not adversely impact surrounding properties. A tram is simply an alternative means to travel up and down the bluff.

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

The installation of a bluff tram will not adversely impact any of the above items.

STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

The installation of a bluff tram will not adversely impact adjacent properties.

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

The installation of a bluff tram will not hinder or interfere with the development or use of surrounding properties.

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

The installation of a bluff tram requires one 220 volt electrical service and will not burden other public services.

4. **No Traffic Congestion:** Describe how the proposed use will not cause undue traffic and traffic congestion.

The proposed bluff tram will not increase or affect traffic at or to the site.

5. **No Destruction of Significant Features:** Describe how the proposed use will not destroy or damage natural, scenic or historic features.

The proposed bluff tram will not affect the natural bluff. We recommend the installation of a tram as an alternative to a timber stair system in a location with a steep bluff as the footing for the tram disturb considerably less soil than the required foundation for stairs.

STANDARDS FOR TEXT AMENDMENTS

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

TEXT AMENDMENT GUIDING PRINCIPLES:

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. **The consistency of the proposed amendment with the purposes of this title:**

The amendment being proposed is to allow any resident to apply for a special use permit to install a bluff tram on his or her property without the need to prove a hardship is present.

2. **The community need for the proposed amendment and any uses or development it would allow:**

Bluff trams are a convenient alternative to a timber stair system as a means of traveling up and down steep bluffs. Much like an elevator in a multi-level building, trams should be an available option for any residents that would prefer to ride to and from their beach as opposed to a strenuous climb up and down stairs. Residents should no longer have to "prove hardship" in order to qualify for this special use permit.

3. **The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:**

The proposed amendment will not affect the village's comprehensive plan and zoning map, it will simply allow all residents to apply for a special use permit for a tram regardless of physical capability, hardship or lack thereof.

APPLICATION MATERIALS

LEGAL DESCRIPTION - MUST BE PROVIDED

LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008, AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

AND ALSO,

LOT 3 IN MAGGOS SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113, IN LAKE COUNTY, ILLINOIS

Required*

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: _____

Optional

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

*15 copies, no larger than 11x17, must be submitted

SIGNATURES

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. **The owner must sign the application.**

Owner Signature: Ed F. Fiorentino Date: 5/24/16

Print Name: Ed Fiorentino

Applicant Signature: [Signature] Date: _____
(If other than owner)

Print Name: _____

GENERAL INFORMATION

The information that follows is for the petitioner's reference and is not to be submitted with the application.

The Zoning Board of Appeals

The Zoning Board of Appeals is a seven member volunteer board of Village residents appointed by the Village President and Board of Trustees. The Zoning Board hears all requests for variations, special use permits, planned residential developments, and all appeals of administrative decisions relative to interpretation of the Village's Zoning Ordinance. The Zoning Board meets in the Village Hall Board Room (40 East Center Avenue) on the 3rd Wednesday of each month at 7:00 p.m., unless otherwise noticed. *The petitioner must provide 15 copies of the application and the supporting documentation 25 days prior to the Zoning Board meeting.*

Public Hearing Process

At the public hearing, the owner(s) of the property, or the owner's designated representative, must be present. Any person wishing to speak before the Zoning Board will be sworn in by the Chairperson. The applicant will then be requested to make a brief presentation to the Board regarding their request. Any supplemental information, such as photographs, should be presented at this time. Please bring 10 copies of anything you wish to pass out to the Board. Also, additional correspondence will be delivered to the Zoning Board, by Village Staff, if it is received in a timely manner.

After the applicant has completed their presentation, the Chairman generally asks if there is anyone who wishes to speak for or against the petition. Following any comments, the Board will then discuss the matter, ask questions of the petitioner and/or Staff, and then render a decision by a roll call vote. The steps following the decision by the Zoning Board will vary depending upon the nature of the request. Staff will inform the petitioner on how to proceed.

Prior to the issuance of a building permit, approval by any or all of the following may be required: Village Board of Trustees, Plan Commission, Architectural Board of Review, Lake Bluff Community Development, Public Works and Fire Departments; State Fire Marshall, State or County Health Department, North Shore Sanitary District, IL Department of Transportation, or other governmental agencies.

Successive Applications

Pursuant to Section 10-2-7 of the Zoning Code, before a petitioner is granted a second hearing on the same petition, they must show; 1) that the application (project) has been significantly altered, 2) that there is substantial new evidence or testimony which needs to be presented, or 3) that there was a mistake of law or fact which significantly affected the prior denial. An applicant may apply for a new hearing on the same petition after one year. The Zoning Code provides the Village Administrator with the authority to deny a successive application if the aforementioned grounds are not shown.

Limitations on Variations

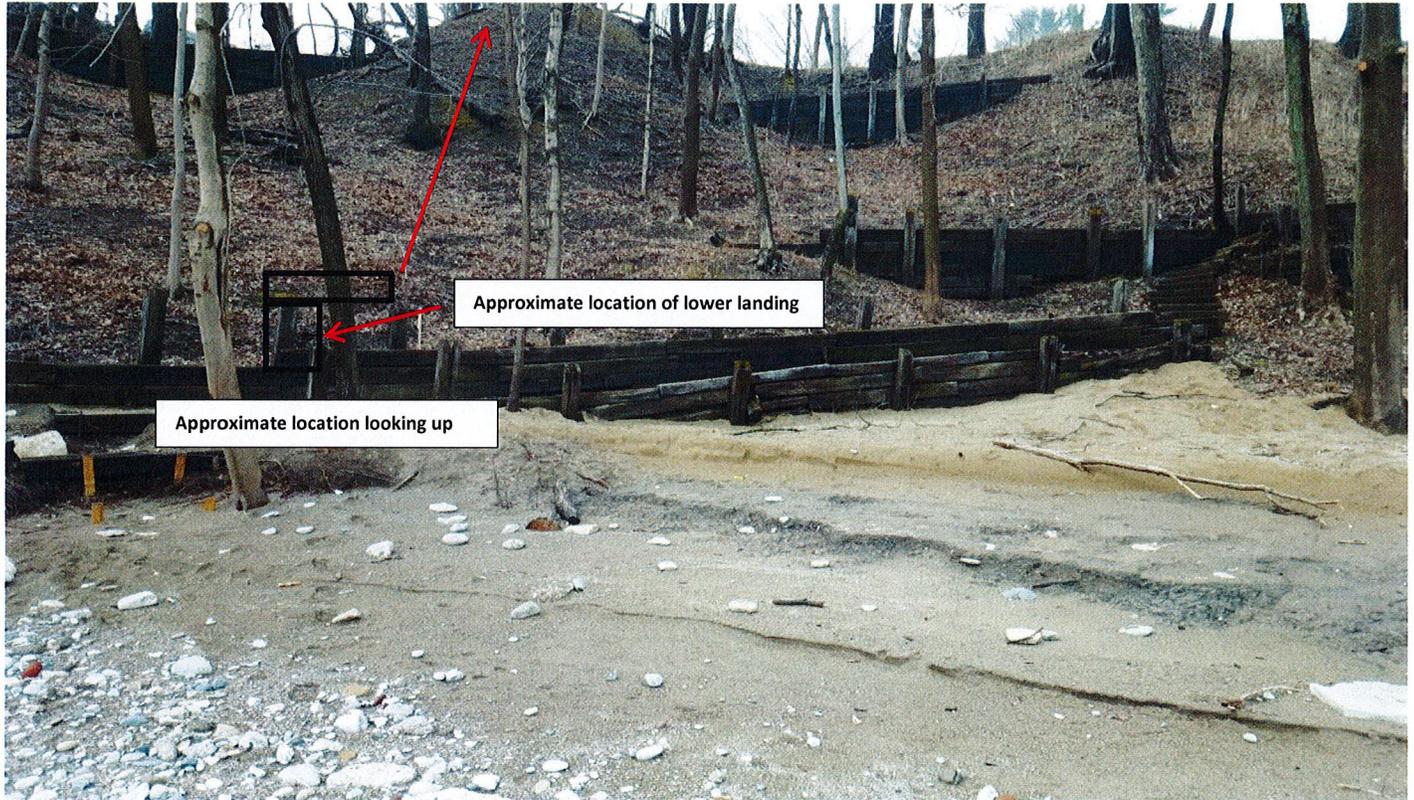
Pursuant to Section 10-2-4F of the Zoning Code, any variation or special use permit which is approved by the Zoning Board of Appeals or the Village Board of Trustees must be acted upon, i.e. a building permit issued, within 1 year of approval or it will become null and void. Extensions are available.

Escrow Account

Any petition filed and processed in the Village that requires the Village to incur third party costs or expenses, an escrow account will be established through a legal agreement between the petitioner and the Village of Lake Bluff. The amount is determined by the Village Administrator and any amount remaining in the escrow account will be refunded to the petitioner once the actual costs incurred by the Village have been paid. These costs generally include, but are not limited to: legal fees, copying fees, legal notice publication costs, etc. *Checks should be made payable to the Village of Lake Bluff and attached to the application.*

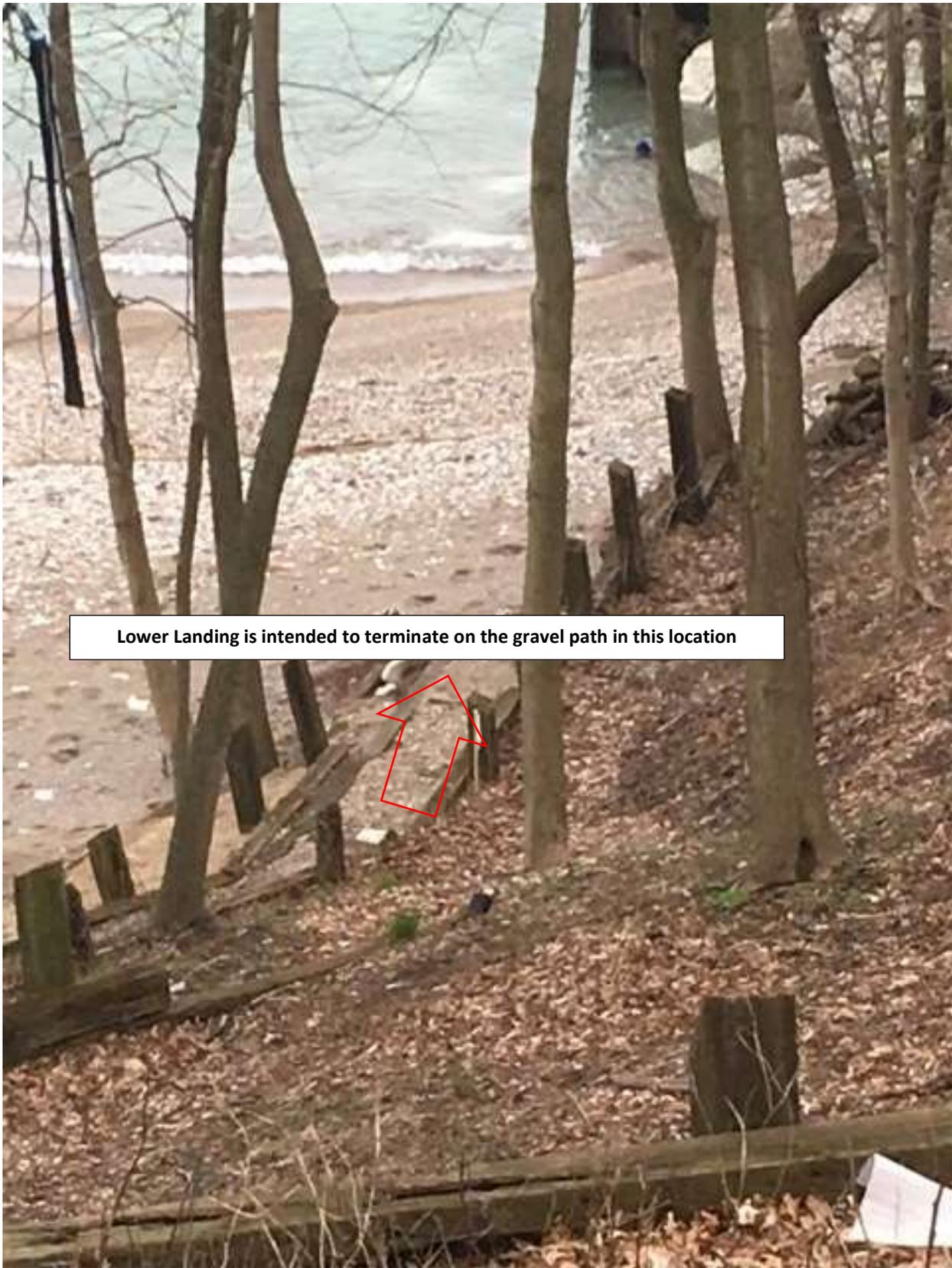
EXISTING CONDITIONS





PROPOSED LANDING STYLE





Lower Landing is intended to terminate on the gravel path in this location



ICNM
DEVELOPMENT
Professional General Contractors

1896 Techy Court
Northbrook, IL 60062



Figure 1: Tram location looking Down the Bluff.



1896 Techy Court
Northbrook, IL 60062



Figure 2: Lower tram stop location.



1896 Techny Court
Northbrook, IL 60062

EXISTING CONDITIONS as of 4/24/16







STRUCTURAL CALCULATIONS

FIorentino Hillside Lift

Lake Bluff, Illinois

Prepared for:
Marine Innovations

April 26, 2016



Professional Engineer:

Patrick Bird, PE/SE

In association with Footprint Engineering



April 26, 2016

Marine Innovations
Attn: Brent Thompson
910 Frazee Road
Frazee, MN 56544

**RE: Fiorentino Hillside Lift
611 Landsdowne Ln.
Lake Bluff, Illinois 60044
Footprint Engineering Job Number: B16-740**

General:

Per your request, we have reviewed the general design for the above referenced project. Additionally we have performed structural analysis of the equipment and supports to be used for the facility.

Attached please find the layout and detail drawings for the project which bears an Illinois professional engineer's stamp. The actual design of the tram system did not originate from our office; however, we have maintained direct control over the design with authority to change structural elements and details as we see fit. We have performed the necessary review, analysis, and calculations to determine that the system is compliant with the 2003 NEHRP Provisions, ASCE 7-10, 2012 IBC and other relevant design criteria.

Site Specific:

We have determined the tram will run from the existing pedestrian surface down a hill with a 35 degree slope (worst case) and terminates at a pedestrian landing at the area below. The length of the tram is 150 feet (which is within capabilities for this model.)

The construction and placements of the tram is best suited at sites where the slope is relatively uniform, straight, and unobstructed. The micro-pile footings shall be embedded in the soils per the geotechnical engineer's recommendations and as shown on the drawings. Designs are based on seismic design spectral response acceleration parameters of:

$$S_{DS} = 0.157$$

$$S_{D1} = 0.087$$

These translate to a Seismic Design Category (SDC) of B. Design has also taken into account site wind loading criteria of 115 MPH Exp category C.



Environmental Considerations:

The slope beneath the rails must be protected from rainfall erosion during and after construction until the slope is properly re-seeded and/or vegetated. The use of the straw bales or slope roughening to retain slope stability may be necessary.

The rail slope should be hydro-seeded and/or planted with indigenous grasses and small shrubs following construction to stabilize the system. Only low lying plants should be used to reduce interference and maintenance problems.

Equipment Specific and Installation:

The upper end of the rail system and the power units are free standing and are not supported from the deck, stairs, or residence. The rail supports are to be constructed in accordance with the following recommendations:

- 2" Schedule 40 (SS40) Galvanized pipes driven to a minimum of 10' into the soil (additional embedment may be required to obtain refusal as defined in the Geotechnical Report). Additional connection requirements are shown on Track Cross Section detail on sheet 1 of 3 of the drawings. Installation must carefully follow manufacturer's recommendations. Any modifications must be brought to the attention of the manufacturer, the local building department, and this office.

Conclusions:

It is our professional opinion that the personal tram for the reference project can operate properly provided it is constructed in accordance with these recommendations, the approved plans, the manufacturer's standard procedures, and accepted construction practices.

The quality control of the entire system, the actual performance of individual components, the durability of all parts, and the reliability of the mechanical appurtenances is beyond the scope of our work. Additionally, we require the installer to notify our office immediately, in writing, regarding any unusual topographical or soils conditions which may jeopardize construction personnel or equipment, the environment, or performance of the tram.

If you have any further comments or questions on this matter, feel free to contact our office at your convenience.

Sincerely,



Scott A. Soule, SE
Footprint Engineering Plc.

Job Name: Fiorentino Lift

By: SAS

Core Job Number: B16-740

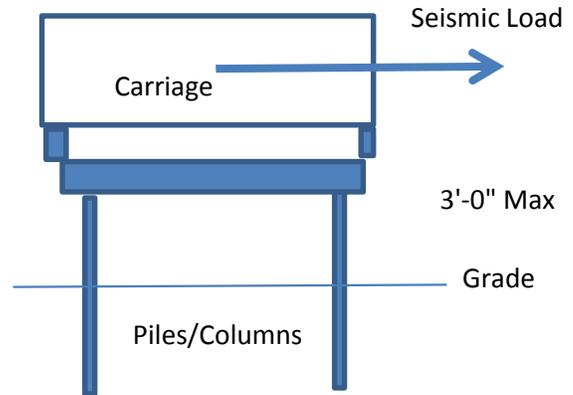
Date: Apr-16

Seismic Loads:

Power Unit Weight = 300 Pounds
 Tram Weight = 300 Pounds
 Weight of Track (10' section) = 130 Pounds

 Capacity Weight (Live Load) = 860 Pounds

 Total Weight = 1290 Pounds
 Seismic Load = 55.47 Pounds

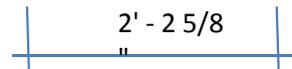


Wind Loads:

20 SF of surface area - Ignore permeability of materials
 Worst case wind load = 16.9 psf
 Wind Load = 338 #

Foundation Piers:

Mot = 2480 Ft LBs (Wind controls)
 Mr = 3175.382 Ft LBs
 Uplift = -320.453 Pounds



Vertical at Each Pier = 1395.948 Pounds Dead + 0.75Live+.75E_{allow}
 Lateral at Each Pier = 169 Pounds

Per Geo-Tech:

Allowable Vertical < Assumed allowable is greater than 2,500 pounds per pier
 Allowable Horizontal (Passive Pressure)= 150 pcf, ignore top 2'
 Required Minimum Skin Friction:

Outside Diameter of Pile = 2.38 inches
 Depth of Pile (from lateral loads) = 10 feet
 Surface area of Pile = 896.8 SQ IN
 Req'd Skin Friction = Uplift/Surface area = -0.357 PSI Within anticipated limits



Structural Engineers
2200 Warm Springs Avenue
Suite 102, Boise, Idaho 83712
Ph. (208) 989-4192
Fax (208) 343-2247
www.footprintengineering.com

Job Name: Fiorentino Lift

By: SAS

Core Job Number: B16-740

Date: Apr-16

Per Attached Enercalc Analysis:
 Lateral load on pier and soil is okay with 6'-0" min. embed.

Check 2" diameter Steel Pile (Sched 40):

Area = 1.07 in² Fy = 50 ksi
 I = 0.666 in⁴
 S = 0.4881 in³ Allowable Moment = 1.34 Ft K
 r = 0.787 in

Maximum Height of Pile above grade prior to requiring cross-bracing = 7.94 Feet
 Allow Moment / Lateral Load
 See attached Enercalc Output for Pipe Design

Vertical Loads on Rails:

Total Load = 1290 Pounds (Dead + Live)
 Point Load at Center Span
 Max Horizontal Span: 10 FT
 Moment = 3225 FT LB

5 x 2 x 11GA Rectangular Rail:

S = 1.083 In³ Fy = 33 KSI
 I = 1.787 In⁴
 A = 1.214 In²

fb = 35734 PSI Fb = 28967.4 PSI > fb, Therefore OK.

Title Block Line 1
 You can changes this area
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 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Title : Fiorentino Lift
 Dsgnr:
 Project Desc.: 35 Degrees - 150 ft long
 Project Notes :

Job # B16-740

Printed: 22 NOV 2010, 1:53PM

Pole Footing Embedded in Soil

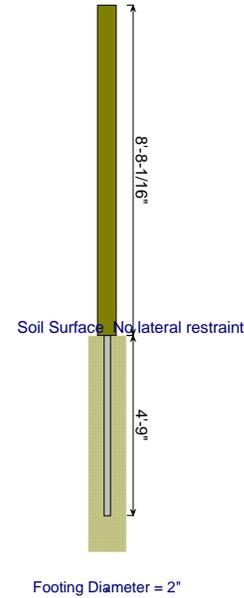
ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. # : KW-06005725

Description : Typical Pile To Resist Lateral Loads

General Information

Pole Footing Shape Circular
 Footing Diameter 2.0 in
 Calculate Min. Depth for Allowable Pressures
 No Lateral Restraint at Ground Surface
 Allow Passive 150.0 pcf
 Max Passive pcf



Controlling Values

Governing Load Combination : +D+0.70E+H
 Lateral Load 0.02660 k
 Moment 0.2306 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth

Actual 235.83 psf
 Allowable 237.03 psf

Minimum Required Depth 4.750 ft

Footing Base Area 0.02182 ft²
 Maximum Soil Pressure 44.381 ksf

Assumes footing is square

Applied Loads

Lateral Concentrated Load		Lateral Distributed Load		Applied Moment		Vertical Load	
D : Dead Load	k		k/ft		k-ft	0.4830	k
Lr : Roof Live	k		k/ft		k-ft		k
L : Live	k		k/ft		k-ft	0.430	k
S : Snow	k		k/ft		k-ft		k
W : Wind	k		k/ft		k-ft		k
E : Earthquake	0.0380 k		k/ft		k-ft	0.310	k
H : Lateral Earth	k		k/ft		k-ft		k
Load distance above Base	8.670 ft						
			TOP of Load above ground				
			ft				
			BOTTOM of Load above ground				
			ft				

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth	
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)
+D	0.0	0.0	0.13	0.0	0.0
+D+L+H	0.0	0.0	0.13	0.0	0.0
+D+0.750Lr+0.750L+H	0.0	0.0	0.13	0.0	0.0
+D+0.750L+0.750S+H	0.0	0.0	0.13	0.0	0.0
+D+0.70E+H	0.0	0.2	4.75	235.8	237.0
+D+0.750Lr+0.750L+0.750W+H	0.0	0.0	0.13	0.0	0.0
+D+0.750L+0.750S+0.750W+H	0.0	0.0	0.13	0.0	0.0
+D+0.750Lr+0.750L+0.5250E+H	0.0	0.2	4.38	211.7	213.0
+D+0.750L+0.750S+0.5250E+H	0.0	0.2	4.38	211.7	213.0
+0.60D+0.70E+H	0.0	0.2	4.75	235.8	237.0

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Project Notes :

Steel Column

ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. #: KW-06005725

Description : 2" diameter Pier

General Information

Steel Section Name :	Pipe2 Std	Overall Column Height	4.60 ft
Analysis Method :	2006 IBC & ASCE 7-05	Top & Bottom Fixity	Top Free, Bottom Fixed
Steel Stress Grade			
Fy : Steel Yield	50.0 ksi	Brace condition for deflection (buckling) along columns :	
E : Elastic Bending Modulus	29,000.0 ksi	X-X (width) axis :	Fully braced against buckling along X-X Axis
Load Combination :	Allowable Stress	Y-Y (depth) axis :	Fully braced against buckling along Y-Y Axis

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 20.40 lbs * Dead Load Factor

AXIAL LOADS . . .

Axial Load at 6.0 ft, D = 0.430, L = 0.430, W = 0.550 k

BENDING LOADS . . .

Lat. Point Load at 6.0 ft creating Mx-x, W = 0.210, E = 0.020 k

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio =	0.7250 : 1	Maximum SERVICE Load Reactions . .	
Load Combination	+D+W+H	Top along X-X	0.0 k
Location of max. above base	0.0 ft	Bottom along X-X	0.0 k
At maximum location values are . . .		Top along Y-Y	0.0 k
Pu : Axial	1.0 k	Bottom along Y-Y	0.3290 k
Pn / Omega : Allowable	29.940 k	Maximum SERVICE Load Deflections . .	
Mu-x : Applied	-1.260 k-ft	Along Y-Y	-1.009 in at 4.60 ft above base
Mn-x / Omega : Allowable	1.779 k-ft	for load combination : E Only	
Mu-y : Applied	0.0 k-ft	Along X-X	0.0 in at 0.0 ft above base
Mn-y / Omega : Allowable	1.779 k-ft	for load combination :	
PASS Maximum Shear Stress Ratio =	0.02564 : 1		
Load Combination	+D+0.70E+H		
Location of max. above base	0.0 ft		
At maximum location values are . . .			
Vu : Applied	0.2303 k		
Vn / Omega : Allowable	8.982 k		

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios			Maximum Shear Ratios		
	Stress Ratio	Status	Location	Stress Ratio	Status	Location
+D	0.015	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+L+H	0.029	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+H	0.026	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750L+0.750S+H	0.026	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.70E+H	0.725	PASS	0.00 ft	0.026	PASS	0.00 ft
+D+0.750Lr+0.750L+0.750W+H	0.055	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750L+0.750S+0.750W+H	0.551	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+0.5250E+H	0.551	PASS	0.00 ft	0.019	PASS	0.00 ft
+D+0.750L+0.750S+0.5250E+H	0.463	PASS	0.00 ft	0.019	PASS	0.00 ft
+0.60D+0.70E+H	0.604	PASS	0.00 ft	0.026	PASS	0.00 ft

Maximum Reactions - Unfactored

Note: Only non-zero reactions are listed.

Load Combination	X-X Axis Reaction		Y-Y Axis Reaction	
	@ Base	@ Top	@ Base	@ Top
D Only				
L Only				
E Only			0.329	
D+L				
D+E			0.329	
D+L+E			0.329	

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Steel Column

ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. # : KW-06005725

Description : 2" diameter Pier

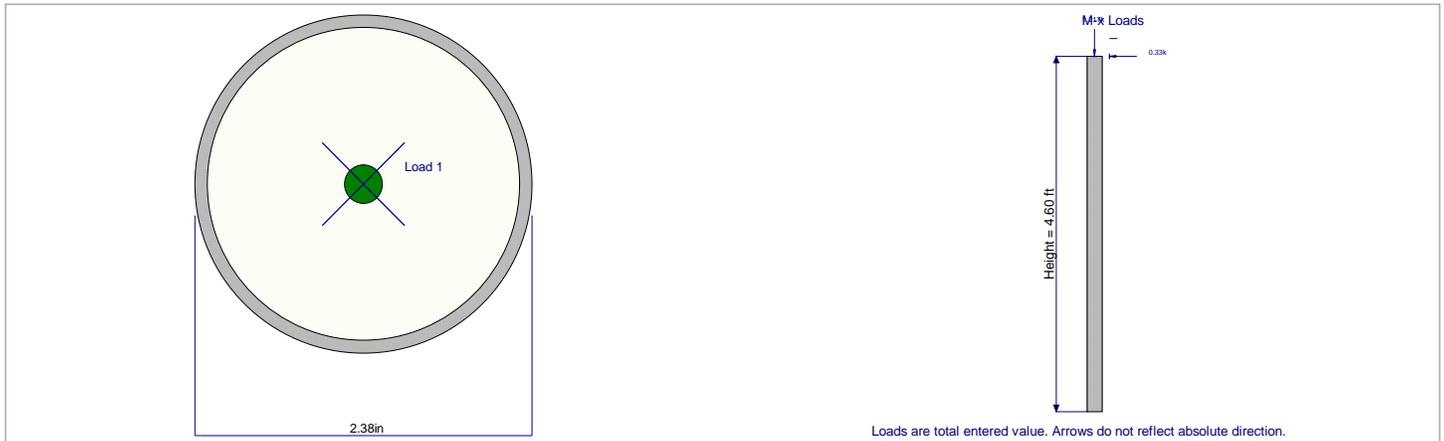
Maximum Deflections for Load Combinations - Unfactored Loads

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
D Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	-1.009 in	4.600 ft
D+L	0.0000 in	0.000 ft	0.000 in	0.000 ft
D+E	0.0000 in	0.000 ft	-1.009 in	4.600 ft
D+L+E	0.0000 in	0.000 ft	-0.999 in	4.569 ft

Steel Section Properties : Pipe2 Std

Depth	=	2.375 in	I xx	=	0.63 in ⁴	J	=	1.250 in ⁴
Web Thick	=	0.000 in	S xx	=	0.53 in ³			
Flange Width	=	2.375 in	R xx	=	0.791 in			
Flange Thick	=	0.154 in						
Area	=	1.000 in ²	I yy	=	0.627 in ⁴			
Weight	=	3.660 plf	S yy	=	0.528 in ³			
			R yy	=	0.791 in			

Ycg = 0.000 in



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 Title Block Line 6

Title :
 Dsgnr: Job # B16-740
 Project Desc.: 35 Degrees - 150 ft long
 Project Notes :

General Section Properties

ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. # : KW-06005725

Description : 5 x 2 x 11GA Rectangle

Final Section Properties

Total Area : 1.214 in²

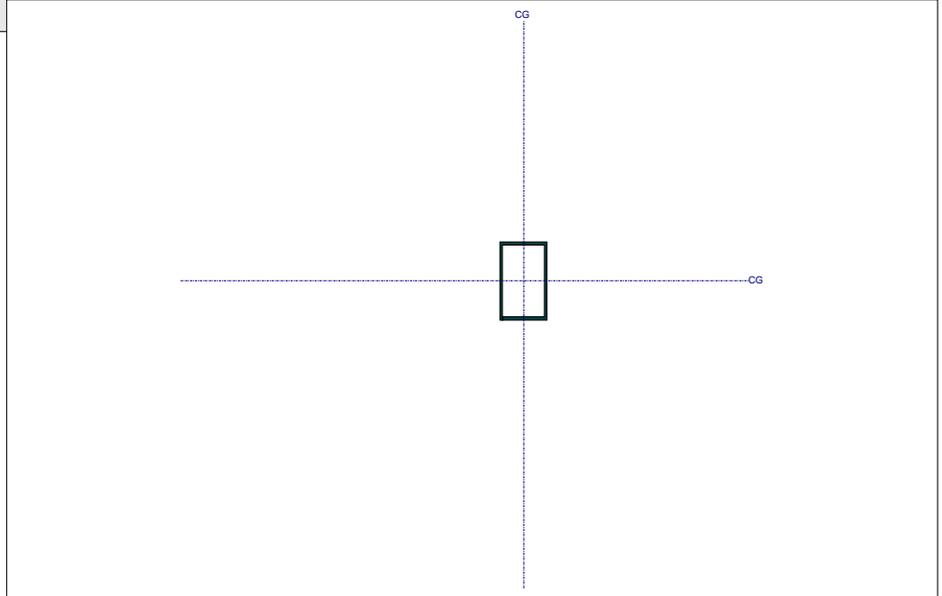
Calculated final C.G. distance from Datum :
 X cg Dist. : 2.50 in
 Y cg Dist. : 1.0 in

Edge Distances from CG. :
 +X : 1.0 in
 -X : -1.0 in
 +Y : 1.650 in
 -Y : -1.650 in

Ixx = 1.787 in⁴
 Iyy = 0.8098 in⁴

Sxx : -X : 1.083 in³
 Sxx : +X : 1.083 in³
 Syy : -Y : 0.8098 in³
 Syy : +Y : 0.8098 in³

r_{xx} : 1.213 in
 r_{yy} : 0.8166 in

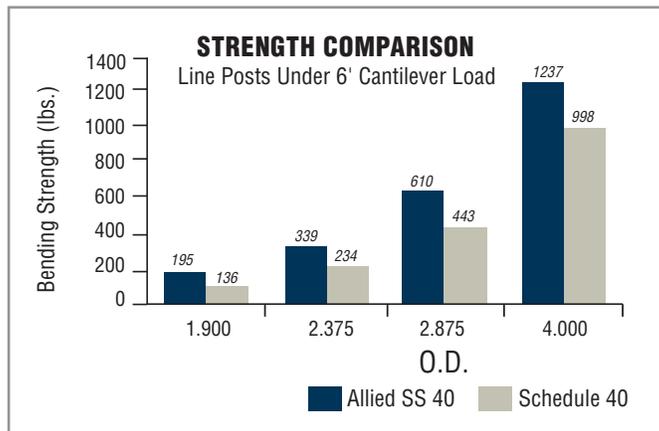


General Shapes

Tube : #1	Xcg = 2.500 in	Ycg = 1.000 in	Rotation = 0 dec CCW
Total Height = 3.300in	Total Width = 2.000in	Left Thickness = 0.120in	Right Thickness = 0.120in
Area = 1.214 in ²	Bottom Thickness = 0.120in	Top Thickness = 0.120in	
Ixx = 1.787 in ⁴	Sxx = 1.083 in ³	Rxx = 1.213 in	
Iyy = 0.810 in ⁴	Syy = 0.810 in ³	Ryy = 0.817 in	

Allied SS 40® vs. Schedule 40

Posts		Outside Dimensions (in.)	Pipe Wall Thickness (in.)	Weight (lbs./ft)	Section Modulus (inches ³)	Yield Strength (psi)	Bending Moment (lbs. in.)	Bending Strength (lbs.) 6' Cantilever Load
1-7/8" O.D.	SS 40	1.900	.120	2.28	0.2810	50,000	14,050	195
1-7/8" O.D.	Sch 40	1.900	.145	2.72	0.3262	30,000	9,786	136
2-3/8" O.D.	SS 40	2.375	.130	3.12	0.4881	50,000	24,405	339
2-3/8" O.D.	Sch 40	2.375	.154	3.65	0.5606	30,000	16,818	234
2-7/8" O.D.	SS 40	2.875	.160	4.64	0.8778	50,000	43,890	610
2-7/8" O.D.	Sch 40	2.875	.203	5.79	1.0640	30,000	31,920	443
3-1/2" O.D.	SS 40	3.500	.160	5.71	1.3408	50,000	67,040	931
3-1/2" O.D.	Sch 40	3.500	.216	7.58	1.7241	30,000	51,723	718
4" O.D.	SS 40	4.000	.160	6.56	1.7819	50,000	89,095	1237
4" O.D.	Sch 40	4.000	.226	9.11	2.3940	30,000	71,820	998
Top Rail								10' Supported
1-5/8" O.D.	SS 40	1.660	.111	1.84	0.1961	50,000	9,805	327
1-5/8" O.D.	Sch 40	1.660	.140	2.27	0.2350	30,000	7,050	235



Bundle Counts for SS 40

Shape	O.D.	Bundle Qty.
Round	1.315	91
Round	1.660	61
Round	1.900	61
Round	2.375	37
Round	2.875	30
Round	3.500	19
Round	4.000	19

SS 40® is available with POLYKOTE color finish: Allied Tube's patented Flo-Coat® process with polyester coating conforms to ASTM F 1043 the recommended standards of Section 8, Additional Coatings Requirements. Contact your distributor for details.

SS 40® is available in long and extra long lengths and in cut posts.

Manufacturing Locations:

Harvey, IL / Pine Bluff, AR / Philadelphia, PA / Phoenix, AZ

For information on Razor Ribbon® brand barbed tape products, please visit www.razorribbon.com

Fence Division
 16100 S. Lathrop Avenue, Harvey, IL 60426
 Phone: 800.643.1523 Fax: 870.535.4006
www.atcfence.com fence@alliedtube.com



tyco
 Electrical &
 Metal Products



Harvey, IL
 Pine Bluff, AR
 Philadelphia, PA

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CT

10/2/15 15018446WH
J

**WARRANTY DEED
(Joint Tenancy)**



Image# 054424800003 Type: DW
Recorded: 10/01/2015 at 10:36:00 AM
Receipt#: 2015-00059956
Page 1 of 3
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **7235529**

**AFTER RECORDING,
MAIL TO:**

Law Office of Thomas F. Meyer
33 N. Waukegan Rd., Suite 105
Lake Bluff, IL 60044

**NAME AND ADDRESS OF
TAXPAYER:**

Edward and Margaret Fiorentino
1350 Kennicott Drive
Lake Forest, IL 60045

Bluff 7, LLC, an Illinois limited liability, with an address of 12 Salt Creek Lane, Suite 400, Hinsdale, IL 60521 ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Edward Fiorentino and Margaret Fiorentino, husband and wife, 1350 Kennicott Drive, Lake Forest, IL 60045 ("Grantee"), not in tenancy in common, but as joint tenants, the following described real estate situated in Lake County in the State of Illinois to wit:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO THE FOLLOWING: GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF THIS CONVEYANCE; COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; AND BUILDING LINES AND EASEMENTS.

Permanent Real Estate Index Number(s): 12-21-402-106 and 12-21-402-114

Address(es) of Real Estate: 611 Lansdowne, Lake Bluff, IL

To have and to hold said premises, not in tenancy in common, but as joint tenants forever.

3mm

DATED this 25 day of September, 2015

BLUFF 7, LLC,
an Illinois limited liability company

By: _____
Its: _____



State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that before me on this 25th day of September, 2015, appeared William C. Rye member of **BLUFF 7, LLC**, an Illinois limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such member of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

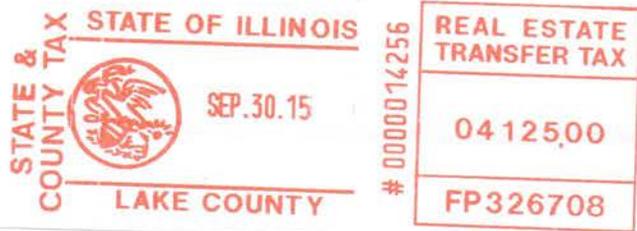
Given under my hand and official seal this 25th day of September, 2015.

Commission expires



NOTARY PUBLIC

\$ 2749,900.00



NAME AND ADDRESS OF PREPARER:

Martin P. Murphy
The Murphy Law Firm
One Westbrook Corporate Center
Suite 300
Westchester, Illinois 60154

EXHIBIT A

Legal Description

PARCEL 1:

LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008 AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 OF MAGGOS SUBDIVISION BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113 IN LAKE COUNTY, ILLINOIS.

ALTA OWNER'S POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

15018446WH

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)



- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:



President

Attest:



Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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ALTA Owner's Policy (06/17/2006)



Issued By: Chicago Title Company, LLC
1725 South Naperville Road
Wheaton, IL 60189

SCHEDULE A

Address Reference: 611 Lansdowne, Lake Bluff, IL 60044

Date of Policy	Amount of Insurance
October 1, 2015	\$2,749,900.00

1. Name of Insured:

Edward Fiorentino and Margaret Fiorentino

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Edward Fiorentino and Margaret Fiorentino, husband and wife, not in tenancy in common, but as joint tenants

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A



EXHIBIT "A"
Legal Description

Parcel 12-21-402-106; Parcel 12-21-402-114

PARCEL 1:

LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, BAND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008, AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN MAGGOS SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1 /4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113, IN LAKE COUNTY, ILLINOIS.

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. Taxes for the years 2014 and 2015.
Taxes for the year 2014 are payable in two installments.
The first installment amounting to \$19,961.32 is paid of record.
The second installment amounting to \$19,961.32 is paid of record.
Taxes for the year 2015 are not yet due and payable.
Permanent Tax No.: 12-21-402-106
7. Taxes for the years 2014 and 2015.
Taxes for the year 2014 are payable in two installments.
The first installment amounting to \$942.80 is paid of record.
The second installment amounting to \$942.81 is paid of record.
Taxes for the year 2015 are not yet due and payable.
Permanent Tax No.: 12-21-402-114
8. Rights, if any, of the united states of america, State of Illinois and the municipality, in and to so much, if any of the Land herein as may have been formed by means other than natural accretions and in and to so much, if any, as may be covered by the waters of Lake Michigan

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

9. Agreement entered into by the Chicago Title and Trust Company, as trustee and Elizabeth Frances Clow dated october 20, 1909 and recorded november 15, 1909, as document 125764 that no part of the Land herein and certain other property therein described, is to be used for cemetery purposes; also referred to in the deed from said company to Elizabeth F. Clow dated august 22, 1910 and recorded august 25, 1910, as document 130920.

(Affects Parcel 1)
10. Village of Lake bluff ordinance No. 2007-23 Recorded february 18, 2008 as document number 6306746 revoking resolution 2007-32, vacating an existing Plat of Subdivision, approving a new final Plat of Subdivision, and granting two variations from the Lake bluff zoning regulations for 128 moffett road (lansdowne), and the terms, provisions, covenants and conditions contained therein.
11. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons) contained in Plat of Subdivision recorded february 18, 2008 as Document No. 6306887, Which does not contain a reversionary or forfeiture clause.
(Affects Parcel 1)
12. Easements, building setback lines, buffer yards, buffer limits, wetlands, and provisions relating thereto contained in the final Plat of Resubdivision Lansdowne recorded february 18, 2008 as document 6306887.
(Affects Parcel 1)
13. Owner's unconditional agreement and consent recorded november 17, 2011 as document 6788988, and the terms, provisions and conditions contained therein.
(Affects Parcel 1)

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

14. Covenants, conditions and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating in part to association, assessments and Lien therefor, as contained in the declaration of covenants, conditions, restrictions and easements for lansdowne Subdivision, recorded september 18, 2013 as Document No. 7037242 Which does not contain a reversionary or forfeiture clause.
(Affects Parcel 1)
15. Agreement entered into by the Chicago Title and Trust Company, as trustee and Elizabeth Frances Clow, dated October 20, 1909 and recorded November 15, 1909 as document 125764, that no part of the Land herein and certain other property therein described is to be ever used for cemetery purposes.
(Affects Parcel 2)
16. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the Land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of Lake Michigan.
(Affects Parcel 2)
17. Covenants and conditions contained in the deed from the Chicago Title and Trust Company, as trustee, to Albert A. Sprague II, dated April 3, 1911 and recorded April 24, 1911 as document 135154 that the Land herein shall be used for residence purposes only, and there shall not be erected thereon at any time within 25 years, a hospital, hotel, cemetery, church or other buildings of a public nature and any improvement placed upon said premises during said period shall be for residential purposes only or in connection therewith and further that said premises shall not be used for cemetery purposes at any time (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against Handicapped Persons)

Note: a breach or violation of the above noted covenants and conditions Will not cause a forfeiture or reversion of title.

(Affects Parcel 2)

18. Principal Structure Setback Line as shown on Plat of Said Subdivision.

(Affects Parcel 2)

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ALTA Owner's Policy (06/17/2006)



SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

19. The Plat of Subdivision recorded November 19, 1996 as document number 3901994 includes a certification by the surveyor that the Land is located within a special flood area as identified by the Federal Emergency Management Agency.

(Affects Parcel 2)
20. STORMWATER DRAINAGE EASEMENT AS SHOWN ON PLAT OF SUBDIVISION.
21. Building Line(s) as shown on the Plat of Subdivision recorded as Document No. 6953656.

(Affects Parcel 2)

END OF SCHEDULE B

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ALTA Owner's Policy (06/17/2006)



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

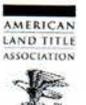
4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay;
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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ALTA Owner's Policy (06/17/2006)



Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

15018446WH

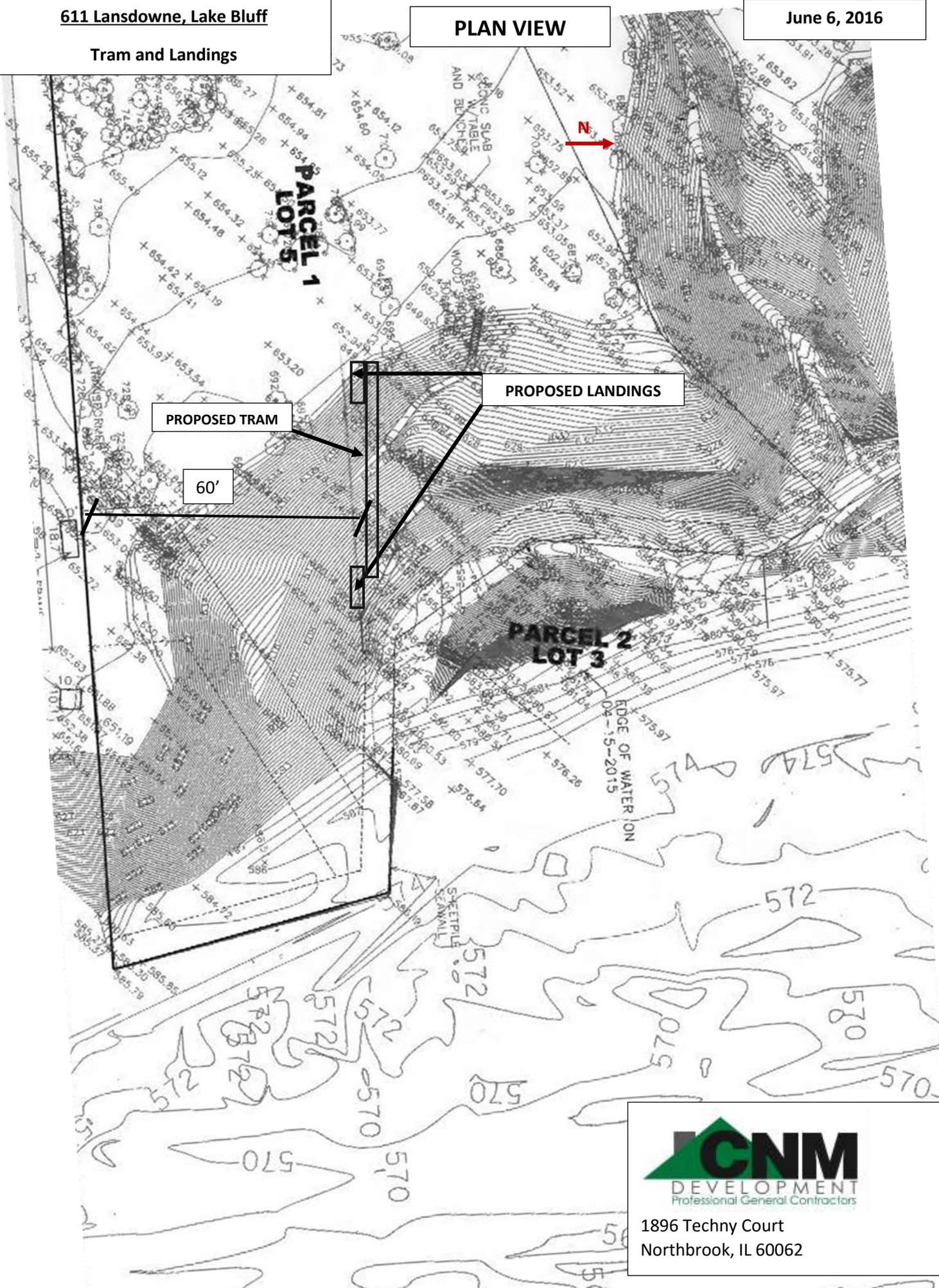
General Exception number(s) 1-5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: October 1, 2015

Tram and Landings



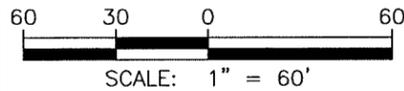
PROPOSED TRAM

60'

PROPOSED LANDINGS



1896 Techy Court
Northbrook, IL 60062



SURVEYOR'S NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. BUILDING DIMENSIONS AND TIES SHOWN HEREON ARE MEASURED FROM THE OUTSIDE FACE OF CONCRETE FOUNDATION.
3. SURVEY IS BASED ON FIELD WORK COMPLETED 05-21-15.
4. BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM.

PLAT OF SURVEY

PROPERTY DESCRIPTION:

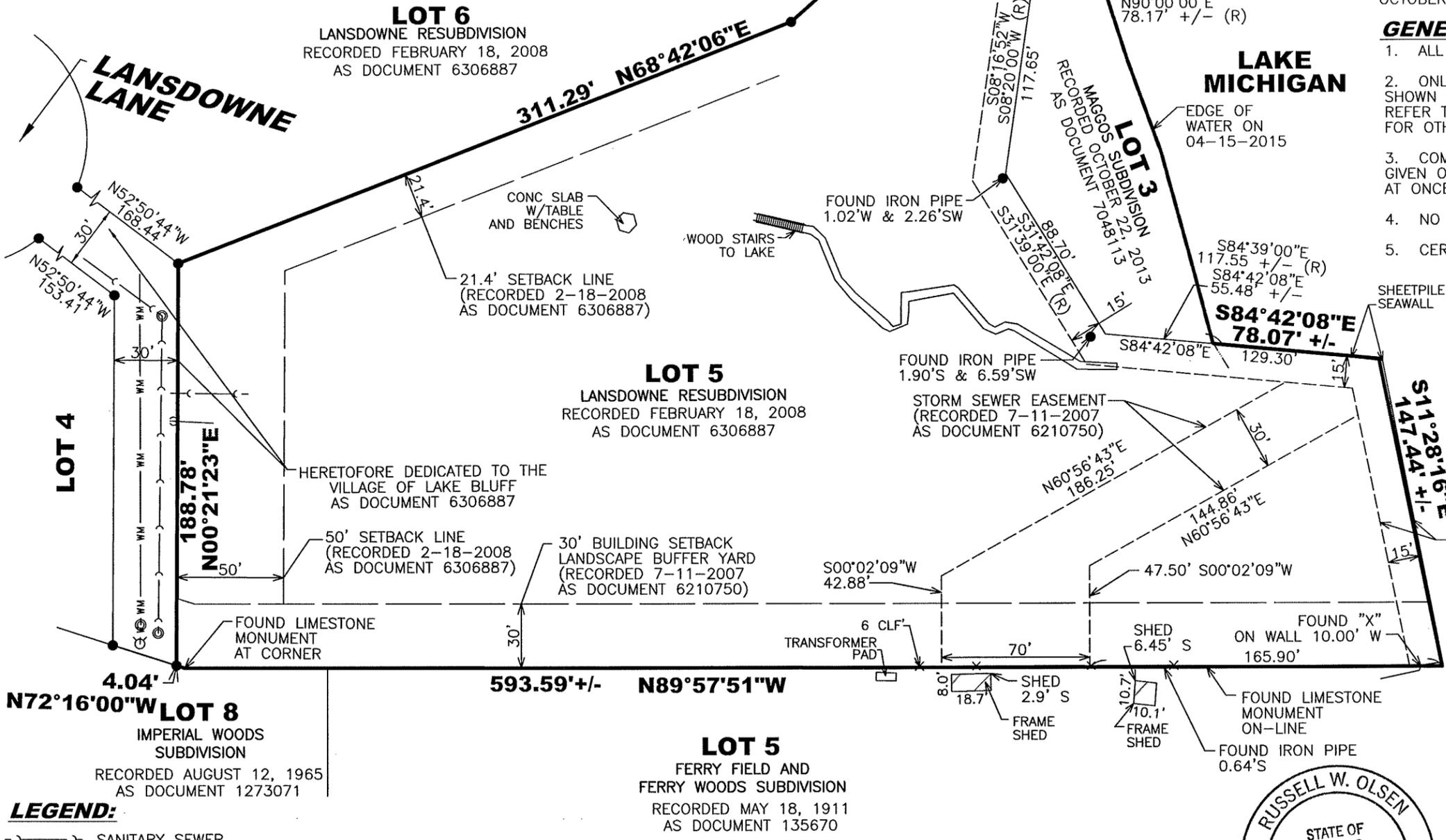
LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008, AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

AND ALSO,

LOT 3 IN MAGGOS SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113, IN LAKE COUNTY, ILLINOIS.

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HERE ON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT AND DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
5. CERTIFIED COPIES OF THIS SURVEY BEAR AN IMPRESSED SEAL.



P.I.N.'S:

12-21-402-106
12-21-402-114

AREA:

LOT 3 12,000 SQUARE FEET 0.275 ACRES
LOT 5 138,713 SQUARE FEET 3.184 ACRES

TOTAL PROPERTY CONTAINS:
150,713 SQUARE FEET OR 3.459 ACRES MORE OR LESS

STORMWATER DRAINAGE EASEMENT (RECORDED 7-11-2007 AS DOCUMENT 6210750)

STATE OF ILLINOIS }
COUNTY OF COOK }SS

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002694, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF AUGUST, 2015 IN ROSEMONT, ILLINOIS.

MACKIE CONSULTANTS LLC

Russell W. Olsen
RUSSELL W. OLSEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718
LICENSE EXPIRES: NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY



LEGEND:

- - - - - SANITARY SEWER
- — — — WATER LINE
- - - - - EASEMENT
- FOUND IRON ROD AT CORNER

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
FOXFORD LLC
12 SALT CREEK LANE, SUITE 200
HINSDALE, ILLINOIS 60521
PHONE: 630-887-1705

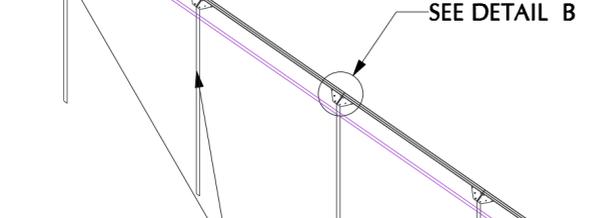
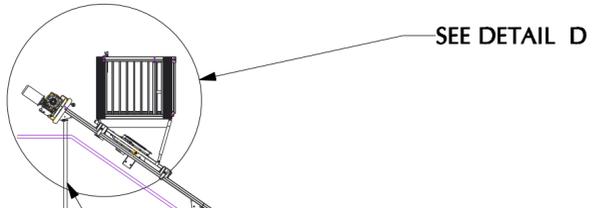
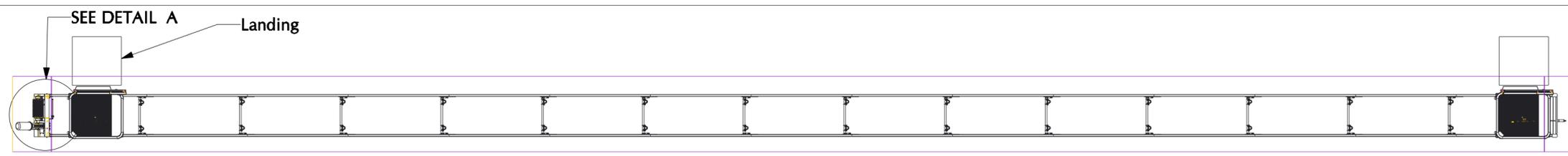
DATE	DESCRIPTION OF REVISION	BY

DESIGNED	SMP/GKF
DRAWN	SMP/GKF
APPROVED	RWO
DATE	08-18-15
SCALE	1" = 60'

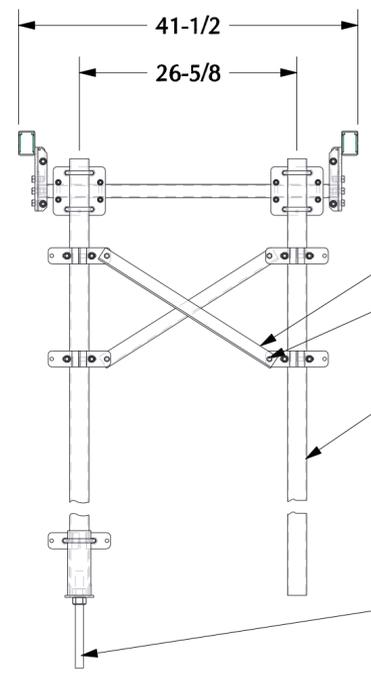
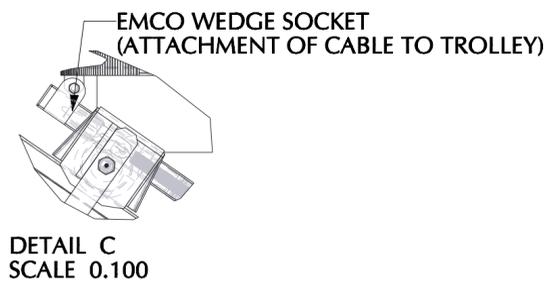
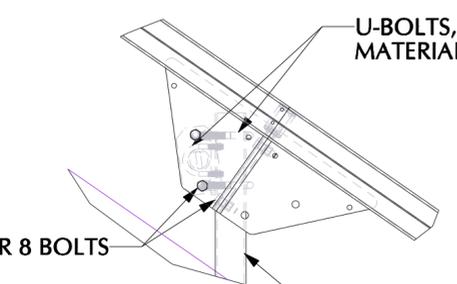
PLAT OF SURVEY
LOT 3 MAGGOS SUBDIVISION
LOT 5 LANSDOWNE RESUBDIVISION
LAKE BLUFF, ILLINOIS

SHEET
1 OF **1**
PROJECT NUMBER: 1181
©MACKIE CONSULTANTS LLC, 2016
ILLINOIS FIRM LICENSE 184-002694

8/18/2015 2:28:07 PM K:\1181\Survey\Exhibit\1181-Plat-Survey-Lot 3 and 5.plt



2" SS40 GALVANIZED PIPE (SEE POST PLAN)



POST PLAN
SCALE 0.063

1-1/2 X 1-1/2 X 3/16 ANGLE IRON (ASTM-A36)
3/8" Ø HEXBOLT
2" SS40 GALVANIZED PIPE
Driven Approx. 10' or suitable resistance
(Suitable resistance defined by following: Selected post will be tested with 55# drop hammer, dropped from 36" height. Acceptable value to be 3 blows or greater per inch.)

Alternative method in rock: Drill into rock then anchor cement 1" all thread, Bolt pipe socket into place and insert pipe inside socket then clamp

U-BOLTS, MADE FROM Ø 1/2" 1541 MATERIAL YELLOW ZINC PLATED

1/2" GR 8 BOLTS

POST CAN BE LOCATED ON EITHER SIDE OF CROSSMEMBER

DETAIL B
SCALE 0.100

SEE DETAIL C

SEE DETAIL E

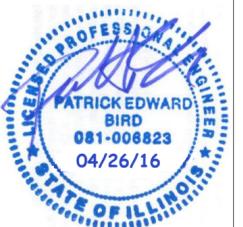
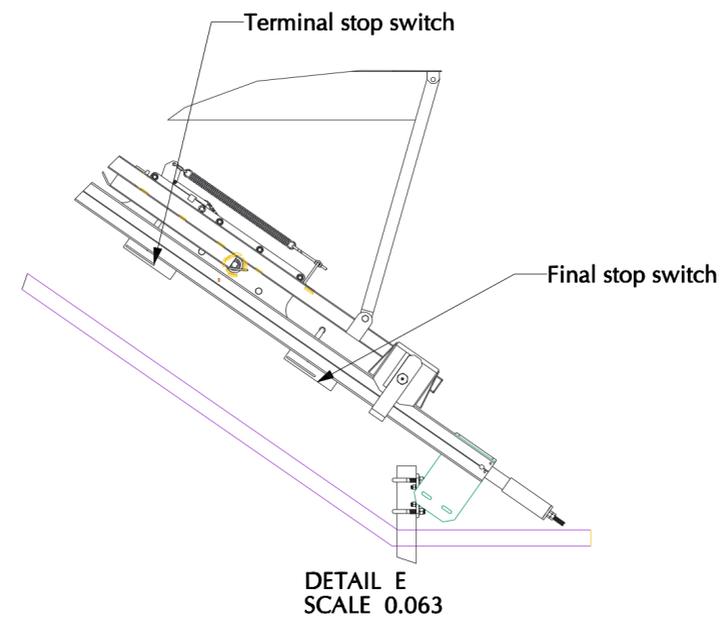
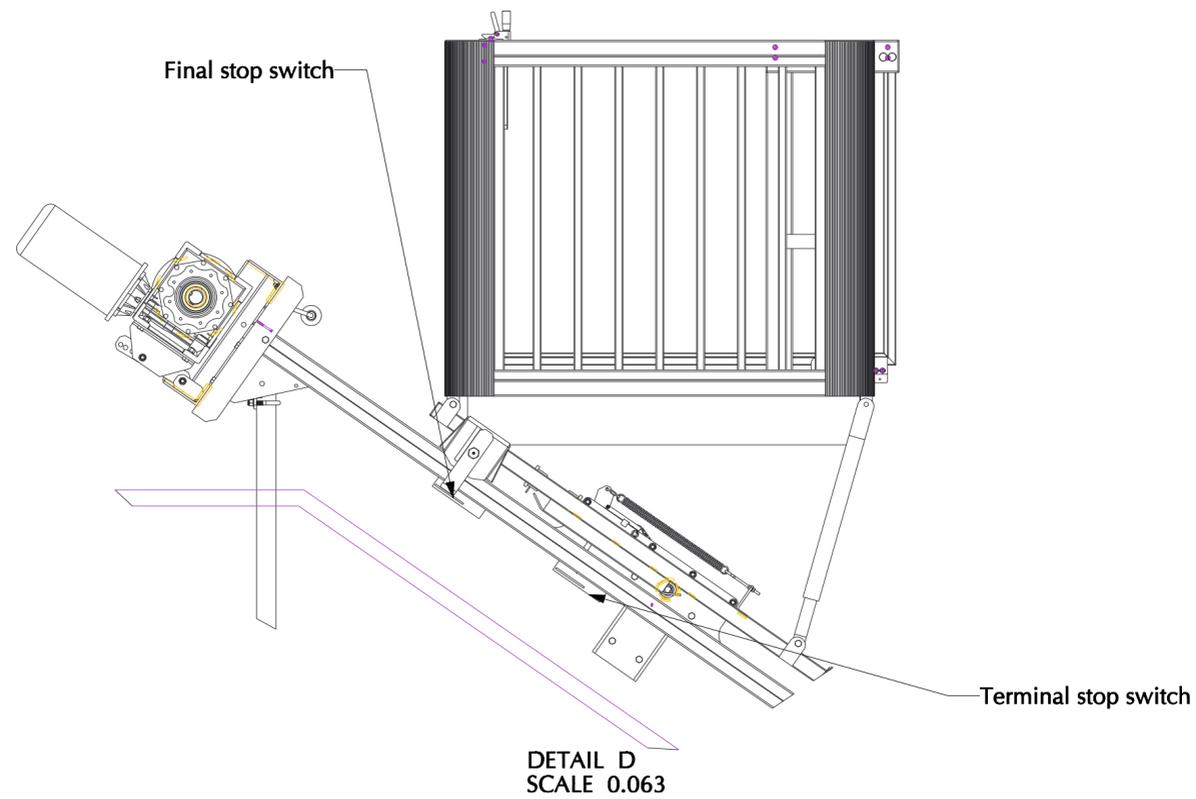
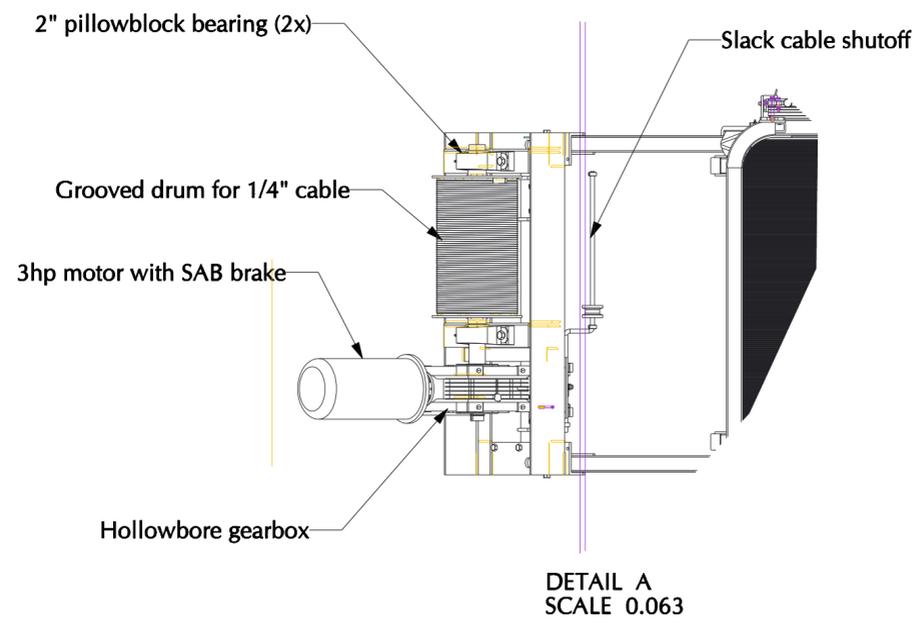
GENERAL NOTES

ALL POST AND RAIL COMPONENTS TO BE HOT DIPPED GALVANIZED
CARRIAGE AND TROLLEY TO BE POWDERCOATED
ALL HARDWARE TO BE GRADE 8 WITH ZINC PLATING
CARRIAGE IS RATED FOR 860# CAPACITY, 13.73 SQ. FEET
CABLE SIZE IS 7 X 19, 1/4" GAC(7000# RATING)
CARRIAGE AND TROLLEY WEIGHT = 400#
ANGLE OF INCLINE = 35°
STRESS ON CABLE OF 723# (SAFETY FACTOR OF 9.7)
OPERATING SPEED IS 70 FPM
TYPE B SAFETY
MOTOR SIZE IS 3HP, DRUM PITCH IS 10"
CONTROL PANEL UL FILE NO. E304700
POWER REQUIREMENT = 230V, 30 AMP SERVICE



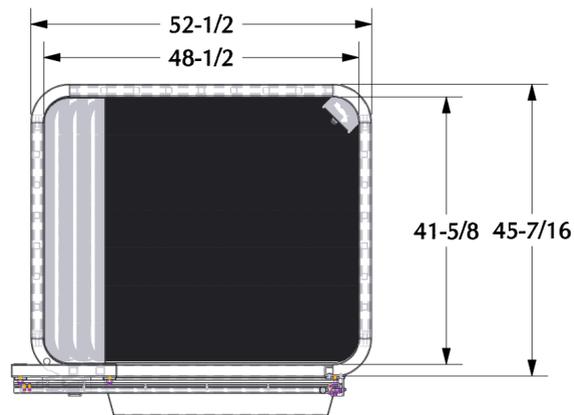
		WWW.MARINEINNOVATIONS.COM 1-888-334-4666 1-281-334-4670 fax	
CUSTOMER	Ed Fiorentino	LOCATION	611 Landsdowne Ln. Lake Bluff, IL 60044
DATE	4/08/15	LENGTH	150ft
DRAWN BY	bwt	PAGE	1 of 3
		SCALE	0.011

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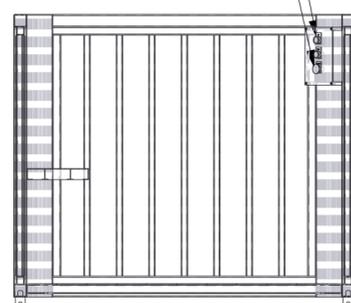
		<small>WWW.MARINEINNOVATIONS.COM</small> 1888-334-4666 1-281-334-4670 fax	
CUSTOMER Ed Fiorentino		LOCATION 611 Landsdowne Ln. Lake Bluff, IL 60044	
DATE 4/08/15	SHEET SIZE C	LENGTH 150ft	This drawing is property of Marine Innovations Inc. Cannot be used or duplicated without permission.
DRAWN BY bwt	PAGE 2 of 3	SCALE 0.012	

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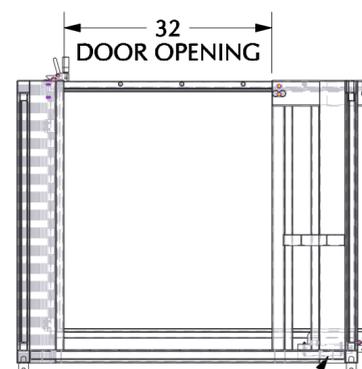
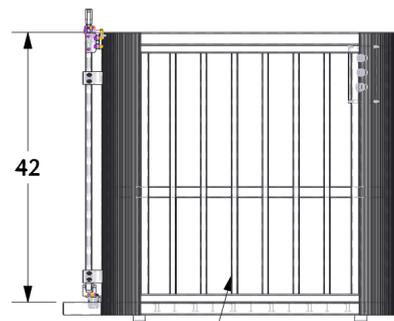
SCALE 0.050

KEYED UP/DOWN SWITCH
EMERGENCY STOP BUTTON
(RED IN COLOR)



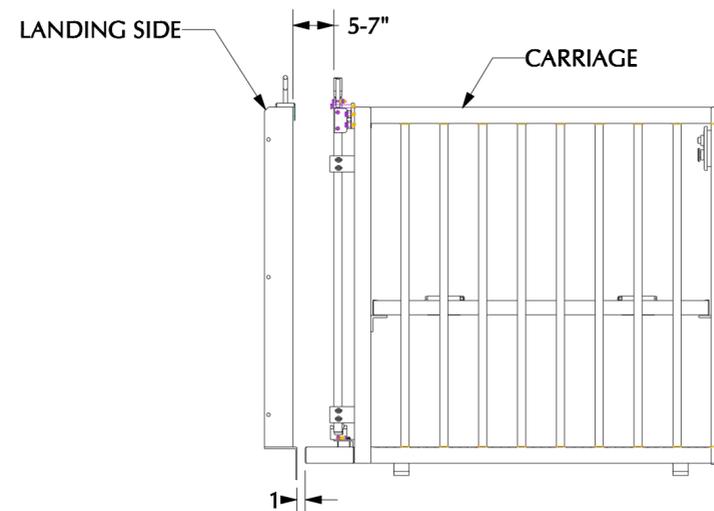
SECTION A-A

SIDES FINISHED WITH SPINDLES, PERFORATED ALUMINUM, OR ACRYLIC



SAFETY SWITCH
SECTION A-A

Carriage Detail
SCALE 0.050



Carriage/Gate Detail
SCALE 0.063



		<small>WWW.MARINEINNOVATIONS.COM 1-888-334-4666 1-281-334-4670 fax</small>	
CUSTOMER Ed Fiorentino		LOCATION 611 Landsdowne Ln. Lake Bluff, IL 60044	
DATE 4/08/15	SHEET SIZE C	LENGTH 150ft	This drawing is property of Marine Innovations Inc. Cannot be used or duplicated without permission.
DRAWN BY bwt	PAGE 3 of 3	SCALE 0.012	

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1896 Techny Court, Northbrook, IL 60062
847-602-2327 phone 858-923-1125 fax



jeff@cnmdevelopment.com
www.cnmdevelopment.com

June 21, 2016

Request to Waive Second Reading

Re: Special Use Permit Application for 611 Lansdowne

To: Village President O'Hara and the Village Board of Trustees

We are requesting a waiver of the second reading. We are hoping to install the tram as soon as possible so we can get our engineers safely up and down the bluff as we are working on plans for future bluff stabilization work. There is currently no safe way to traverse the bluff on this property.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Jeff Tondola', is written in a cursive style.

Jeff Tondola
CNM Development

**VILLAGE OF LAKE BLUFF
REQUEST FOR BOARD ACTION**

Agenda Item: 16

Subject: AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE
PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE
CONSTRUCTION OF AN ELECTRIC LIFT SYSTEM ON A BLUFF

Action Requested: FIRST READING CONSIDERATION (Roll Call Vote)
SECOND READING WAIVER (Roll Call Vote)

Originated By: EDWARD AND MARGARET FIORENTINO (Petitioners)

Referred To: PLAN COMMISSION & ZONING BOARD OF APPEALS

Summary of Background and Reason For Request:

On May 31, 2016 the Village received a zoning application from Mr. and Mrs. Edward and Margaret Fiorentino (Petitioners), property owners of 611 Lansdowne Lane, requesting:

- i. A text amendment to the Zoning Code allowing electric lift systems (“trams”) on bluffs as a special use or as a permitted use for residential lakefront properties; and
- ii. A special use permit (SUP) to maintain and operate a tram on the bluff located at 611 Lansdowne Lane.

At the conclusion of the public hearing on June 15th the Plan Commission and Zoning Board of Appeals (PCZBA) unanimously voted to recommend the Village Board: a) approve a text amendment allowing trams on bluffs on residential lakefront property as a special use with the condition of allowing one tram per property; and b) grant a SUP to construct, operate and maintain a tram on the bluff located at 611 Lansdowne Lane. Further research into this matter revealed different approaches to regulating bluff trams the Village Board may want to consider in addition to the PCZBA’s recommendation, for example: mandatory inspection of private conveyance systems (similar to elevators) is not required by the State of Illinois and would be more applicable for the Village to include in the Building Code than the Zoning Code.

Mr. Jeff Tondola, representing the Petitioners, has submitted a request to waive second reading of the ordinance and will be in attendance, as well as Village Staff, to answer questions from the Board.

Reports and Documents Attached:

1. Ordinance Amendment the Zoning Code to Allow Electric Lift Systems on Bluffs;
2. PCZBA Staff Report (with attachments) Dated June 10, 2016; and
3. A Letter Dated June 21, 2016 Requesting Waiver of Second Reading of the Ordinance.

PCZBA’s Recommendation: Conditional approval of the ordinance.

Village Administrator’s Recommendation: Consider first reading of the ordinance.

Date Referred to Village Board: 6/27/ 2016

ORDINANCE NO. 2016-__

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE PROPERTY LOCATED AT 611 LANDSDOWNE LANE TO PERMIT THE
CONSTRUCTION OF AN ELECTRIC LIFT SYSTEM ON A BLUFF**

Passed by the Board of Trustees, _____, 2016

Printed and Published, _____, 2016

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

ORDINANCE NO. 2016-__

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE PROPERTY LOCATED AT 611 LANDSDOWNE LANE TO PERMIT THE
CONSTRUCTION OF AN ELECTRIC LIFT SYSTEM ON A BLUFF**

WHEREAS, Edward Fiorentino and Margaret Fiorentino (collectively, "**Applicant**") are the owners of that certain property located in the Village's E-1 Estate Residence District commonly known as 611 Landsdowne Lane, Lake Bluff, Illinois and legally described on **Exhibit A** attached to this Ordinance ("**Subject Property**"); and

WHEREAS, a portion of the Subject Property is located on a bluff; and

WHEREAS, the Applicant desires to construct an electric lift system on the bluff located on the Subject Property ("**Lift System**") to better enable the Applicant and Applicant's guests to access the portion of the Subject Property at the foot of the bluff; and

WHEREAS, pursuant to Sections 10-12-4 and 10-12-5 of Title 10 of the Lake Bluff Municipal Code, as amended ("**Zoning Regulations**"), a property owner cannot construct a Lift System on a bluff except upon the issuance of a special use permit; and

WHEREAS, the Applicant has applied for a special use permit pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations to construct a Lift System on the bluff located on the Subject Property; and

WHEREAS, following a public hearing, the Lake Bluff Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") recommended that the Village Board grant a special use permit to permit the Applicant to construct the Lift System on the bluff located on the Subject Property ("**Special Use Permit**"); and

WHEREAS, the President and Board of Trustees have determined that it would be in the best interest of the Village to grant the requested special use permit in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Public Hearing.

A public hearing to consider the Applicant's request for the Special Use Permit was duly advertised on May 30, 2016 in *The News-Sun*, and was held by the PCZBA on June 15, 2016, on which date the PCZBA recommended that the Village Board grant the Special Use Permit subject to the conditions set forth in this Ordinance.

Section 3. Special Use Permit. Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, a special use

permit is hereby granted, pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations, to allow for the construction of a Lift System on the bluff located on the Subject Property.

Section 4. Conditions.

The special use permit granted in Section 3 of this Ordinance is expressly subject to and contingent on each of the following conditions, restrictions, and provisions:

A. Compliance with Application. The Lift System must be constructed and operated in substantial accordance with the Applicant's application for a special use permit and accompanying documents, attached to this Ordinance as ***Exhibit B ("Application")***.

B. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance, the construction and operation of the Lift System, and all activities on the Subject Property, must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations.

C. Inspection of the Lift System. In addition to any rights of the Village to inspect the Lift System granted by federal, State, and local law, the Applicant must grant the Village access to the Subject Property at least once per year to inspect the Lift System to confirm that the Lift System complies with all applicable provisions of the Lake Bluff Municipal Code and this Ordinance.

Section 5. Failure to Comply with Conditions.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approval granted in Section 3 of this Ordinance will, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

Section 6. RECORDATION; BINDING EFFECT.

A copy of this Ordinance must be recorded in the Office of the Lake County Recorder of Deeds against the Subject Property. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Applicant and its personal representatives, successors, and assigns.

Section 7. Effective Date.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk, for recording in the Office of the Lake County Recorder of Deeds, of an unconditional agreement and consent to accept and abide by all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Applicant. The

unconditional agreement and consent must be substantially in the form attached to this Ordinance as **Exhibit C**.

B. In the event that the Applicant does not file with the Village Clerk the unconditional agreement and consent required by Paragraph 7.A.3 of this Ordinance within 60 days after the date of final passage of this Ordinance, the Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ____ day of _____, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

FIRST READING:

SECOND READING:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

EXHIBIT A

Legal Description of the Subject Property

LOT 5 IN THE LANDSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANDSDOWNE LANE OF LANDSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANDSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008 AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

Commonly known as 611 Landsdowne Lane, Lake Bluff, IL

EXHIBIT B

Zoning Application

EXHIBIT C

Applicant's Unconditional Agreement and Consent

TO: The Village of Lake Bluff, Illinois (“**Village**”):

WHEREAS, Edward Fiorentino and Margaret Fiorentino (collectively, "**Applicant**") has applied for a special use permit pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations to allow for the construction of an electric lift system on the bluff ("**Lift System**") located at 611 Landsdowne Lane, Lake Bluff, Illinois, ("**Subject Property**"), which Subject Property is located in the Village's E-1 Estate Residence District and is legally described on **Exhibit A** attached to this Ordinance; and

WHEREAS, following a public hearing, the Lake Bluff Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") recommended that the Village Board grant a special use permit for the construction of the Lift System ("**Special Use Permit**"); and

WHEREAS, Ordinance No. 2016-___, adopted by the President and Board of Trustees of the Village of Lake Bluff on _____, 2016, ("**Ordinance**") grants the requested Special Use Permit for the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and

WHEREAS, Subsection 7.B of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files with the Village Clerk, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations of the Ordinance;

NOW, THEREFORE, the Applicant agrees and covenants as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance, including, without limitation, Section 4.C of the Ordinance, which permits the Village the right to access the Subject Property at least once per year to inspect the Lift System to confirm that the Lift System complies with all applicable provisions of the Lake Bluff Municipal Code and the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not, and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Subject Property, including, without limitation, the Special Use Permit granted in the Ordinance, and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the operation and use of the Subject Property or the Village's adoption of the Ordinance granting the Special Use Permit set forth in the Ordinance.

Dated: _____, 2016.

ATTEST:

By: _____

EDWARD FIORENTINO

ATTEST:

By: _____

MARGARET FIORENTINO

EXHIBIT A TO UNCONDITIONAL AGREEMENT AND CONSENT

Legal Description of the Subject Property

LOT 5 IN THE LANDSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANDSDOWNE LANE OF LANDSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANDSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008 AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

Commonly known as 611 Landsdowne Lane, Lake Bluff, IL

FEE PAID:
RECEIPT NUMBER:

DATE RECEIVED
BY VILLAGE:

VILLAGE OF LAKE BLUFF
APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRD

SUBJECT PROPERTY

Address: 611 Lansdowne Lane Zoning District: _____
(Property address for which application is submitted)

Current Use: Residential
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12-21-402-106 and 12-21-402-114

APPLICANT

Applicant: Jeffrey Tondola - CNM Development

Address: 1896 Techny Court, Northbrook IL 60062
(Address if different than subject property)

Relationship of
Applicant to Property: General Contractor
(Owner, Contract Purchaser, Etc.)

Home Telephone: _____ Business Telephone: 847-602-2327

OWNER

Owner - Title Holder

Name: Ed Fiorentino
Address: 1350 W Kennicott Drive
Lake Forest, IL 60045
Daytime Phone: _____

If Joint Ownership

Joint Owner: Margaret Fiorentino
Address: 1350 W Kennicott Drive
Lake Forest, IL 60045
Daytime Phone: _____

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- | | |
|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Land Trust | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Other: _____ | |

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?

Yes No If No, Explain: _____

ACTION REQUESTED

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received **at least 25 days** prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: _____

Applicable Section(s) of Zoning Ordinance, if known: -12-4: BUILDINGS AND STRUCTURES

Narrative description of request:

Installation of a Tram system on the bluff to provide safe access from the tableland to the beach. This includes landings of approximately 4' x 4' to provide safe access to tram on the top and bottom.

STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. **The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing.** Please attach additional materials if necessary.

STANDARDS FOR VARIATIONS:

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

As a result from the strict application of the Zoning Ordinance, the Owner would not have safe access to the lake-shore. The existing wooden timber stair structure is in disrepair and no longer provides safe access to the lake-shore. (See picture)

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

The bluff has an elevation change of approximately 60' from the tableland to the beach and does not currently have safe lake-shore access. The existing stairs on the bluff are in disrepair.

3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

Many lakefront homeowners in Lake Bluff have installed trams as an alternative to timber or concrete stair systems on the bluff. We have documented two trams installed with a special use permit and several other tram systems that had already been installed prior to the bluff regulations enacted in 1999.

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

The installation of a bluff tram will not violate the intentions of the regulations and will not adversely impact surrounding properties. A tram is simply an alternative means to travel up and down the bluff.

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

The installation of a bluff tram will not adversely impact any of the above items.

STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

The installation of a bluff tram will not adversely impact adjacent properties.

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

The installation of a bluff tram will not hinder or interfere with the development or use of surrounding properties.

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

The installation of a bluff tram requires one 220 volt electrical service and will not burden other public services.

4. **No Traffic Congestion:** Describe how the proposed use will not cause undue traffic and traffic congestion.

The proposed bluff tram will not increase or affect traffic at or to the site.

5. **No Destruction of Significant Features:** Describe how the proposed use will not destroy or damage natural, scenic or historic features.

The proposed bluff tram will not affect the natural bluff. We recommend the installation of a tram as an alternative to a timber stair system in a location with a steep bluff as the footing for the tram disturb considerably less soil than the required foundation for stairs.

STANDARDS FOR TEXT AMENDMENTS

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

TEXT AMENDMENT GUIDING PRINCIPLES:

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. **The consistency of the proposed amendment with the purposes of this title:**

The amendment being proposed is to allow any resident to apply for a special use permit to install a bluff tram on his or her property without the need to prove a hardship is present.

2. **The community need for the proposed amendment and any uses or development it would allow:**

Bluff trams are a convenient alternative to a timber stair system as a means of traveling up and down steep bluffs. Much like an elevator in a multi-level building, trams should be an available option for any residents that would prefer to ride to and from their beach as opposed to a strenuous climb up and down stairs. Residents should no longer have to "prove hardship" in order to qualify for this special use permit.

3. **The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:**

The proposed amendment will not affect the village's comprehensive plan and zoning map, it will simply allow all residents to apply for a special use permit for a tram regardless of physical capability, hardship or lack thereof.

APPLICATION MATERIALS

LEGAL DESCRIPTION - MUST BE PROVIDED

LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008, AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

AND ALSO,

LOT 3 IN MAGGOS SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113, IN LAKE COUNTY, ILLINOIS

Required*

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: _____

Optional

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

*15 copies, no larger than 11x17, must be submitted

SIGNATURES

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. **The owner must sign the application.**

Owner Signature: Ed F. Fiorentino Date: 5/24/16

Print Name: Ed Fiorentino

Applicant Signature: [Signature] Date: _____
(If other than owner)

Print Name: _____

GENERAL INFORMATION

The information that follows is for the petitioner's reference and is not to be submitted with the application.

The Zoning Board of Appeals

The Zoning Board of Appeals is a seven member volunteer board of Village residents appointed by the Village President and Board of Trustees. The Zoning Board hears all requests for variations, special use permits, planned residential developments, and all appeals of administrative decisions relative to interpretation of the Village's Zoning Ordinance. The Zoning Board meets in the Village Hall Board Room (40 East Center Avenue) on the 3rd Wednesday of each month at 7:00 p.m., unless otherwise noticed. *The petitioner must provide 15 copies of the application and the supporting documentation 25 days prior to the Zoning Board meeting.*

Public Hearing Process

At the public hearing, the owner(s) of the property, or the owner's designated representative, must be present. Any person wishing to speak before the Zoning Board will be sworn in by the Chairperson. The applicant will then be requested to make a brief presentation to the Board regarding their request. Any supplemental information, such as photographs, should be presented at this time. Please bring 10 copies of anything you wish to pass out to the Board. Also, additional correspondence will be delivered to the Zoning Board, by Village Staff, if it is received in a timely manner.

After the applicant has completed their presentation, the Chairman generally asks if there is anyone who wishes to speak for or against the petition. Following any comments, the Board will then discuss the matter, ask questions of the petitioner and/or Staff, and then render a decision by a roll call vote. The steps following the decision by the Zoning Board will vary depending upon the nature of the request. Staff will inform the petitioner on how to proceed.

Prior to the issuance of a building permit, approval by any or all of the following may be required: Village Board of Trustees, Plan Commission, Architectural Board of Review, Lake Bluff Community Development, Public Works and Fire Departments; State Fire Marshall, State or County Health Department, North Shore Sanitary District, IL Department of Transportation, or other governmental agencies.

Successive Applications

Pursuant to Section 10-2-7 of the Zoning Code, before a petitioner is granted a second hearing on the same petition, they must show; 1) that the application (project) has been significantly altered, 2) that there is substantial new evidence or testimony which needs to be presented, or 3) that there was a mistake of law or fact which significantly affected the prior denial. An applicant may apply for a new hearing on the same petition after one year. The Zoning Code provides the Village Administrator with the authority to deny a successive application if the aforementioned grounds are not shown.

Limitations on Variations

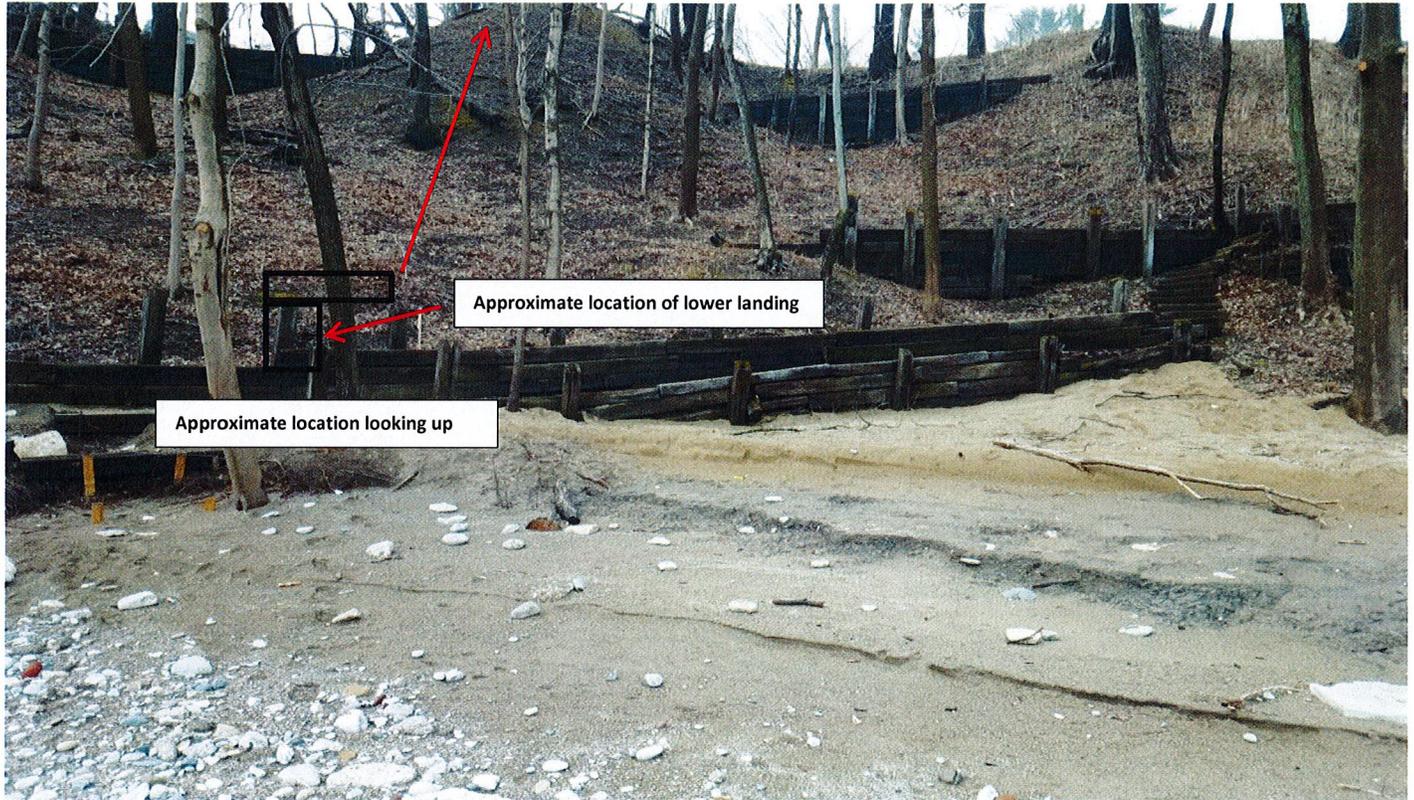
Pursuant to Section 10-2-4F of the Zoning Code, any variation or special use permit which is approved by the Zoning Board of Appeals or the Village Board of Trustees must be acted upon, i.e. a building permit issued, within 1 year of approval or it will become null and void. Extensions are available.

Escrow Account

Any petition filed and processed in the Village that requires the Village to incur third party costs or expenses, an escrow account will be established through a legal agreement between the petitioner and the Village of Lake Bluff. The amount is determined by the Village Administrator and any amount remaining in the escrow account will be refunded to the petitioner once the actual costs incurred by the Village have been paid. These costs generally include, but are not limited to: legal fees, copying fees, legal notice publication costs, etc. *Checks should be made payable to the Village of Lake Bluff and attached to the application.*

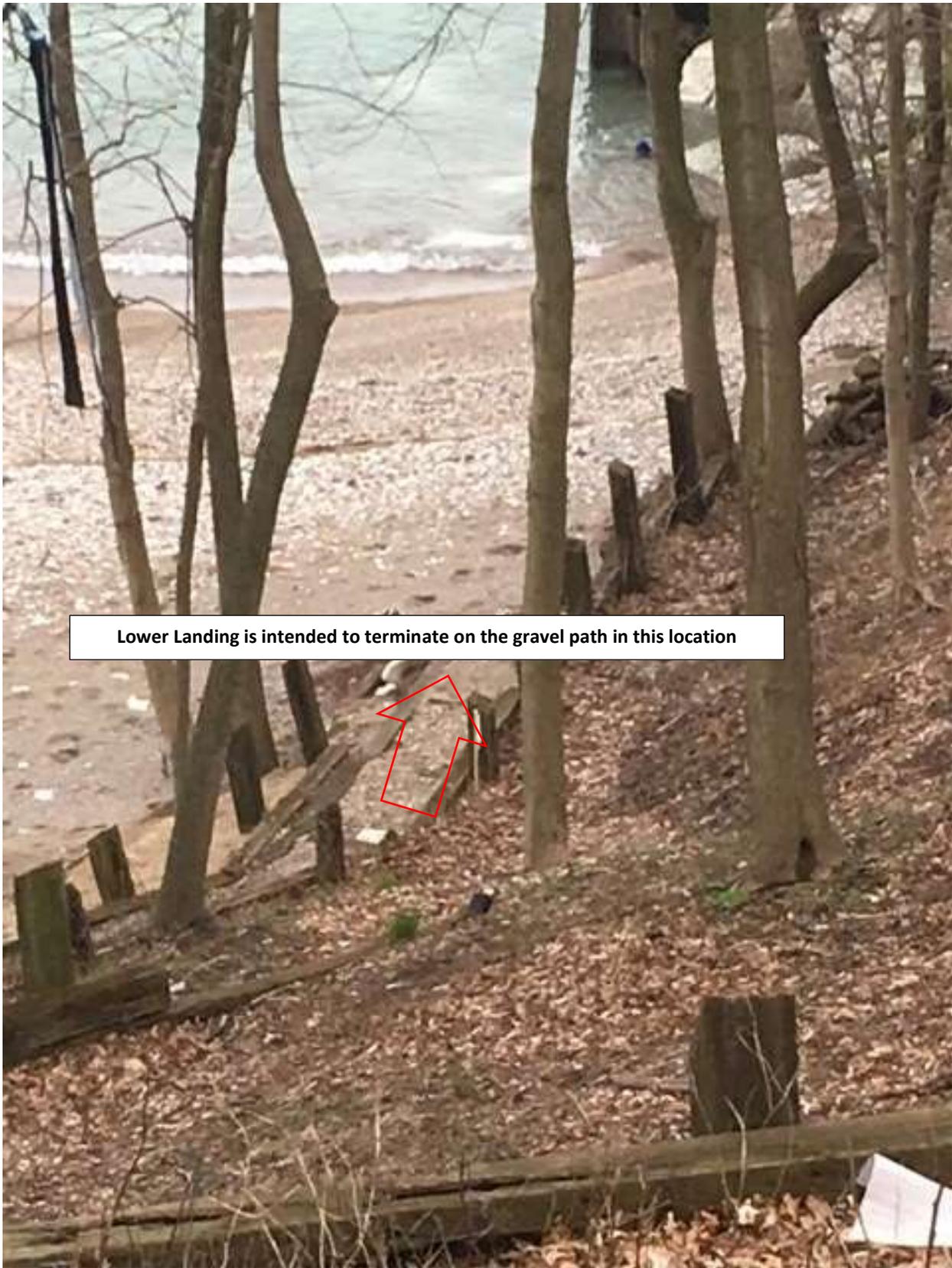
EXISTING CONDITIONS





PROPOSED LANDING STYLE





Lower Landing is intended to terminate on the gravel path in this location



ICNM
DEVELOPMENT
Professional General Contractors

1896 Techy Court
Northbrook, IL 60062



Figure 1: Tram location looking Down the Bluff.



1896 Techy Court
Northbrook, IL 60062



Figure 2: Lower tram stop location.



1896 Techny Court
Northbrook, IL 60062

EXISTING CONDITIONS as of 4/24/16







STRUCTURAL CALCULATIONS

FIorentino Hillside Lift

Lake Bluff, Illinois

Prepared for:
Marine Innovations

April 26, 2016



Professional Engineer:

Patrick Bird, PE/SE

In association with Footprint Engineering



April 26, 2016

Marine Innovations
Attn: Brent Thompson
910 Frazee Road
Frazee, MN 56544

**RE: Fiorentino Hillside Lift
611 Landsdowne Ln.
Lake Bluff, Illinois 60044
Footprint Engineering Job Number: B16-740**

General:

Per your request, we have reviewed the general design for the above referenced project. Additionally we have performed structural analysis of the equipment and supports to be used for the facility.

Attached please find the layout and detail drawings for the project which bears an Illinois professional engineer's stamp. The actual design of the tram system did not originate from our office; however, we have maintained direct control over the design with authority to change structural elements and details as we see fit. We have performed the necessary review, analysis, and calculations to determine that the system is compliant with the 2003 NEHRP Provisions, ASCE 7-10, 2012 IBC and other relevant design criteria.

Site Specific:

We have determined the tram will run from the existing pedestrian surface down a hill with a 35 degree slope (worst case) and terminates at a pedestrian landing at the area below. The length of the tram is 150 feet (which is within capabilities for this model.)

The construction and placements of the tram is best suited at sites where the slope is relatively uniform, straight, and unobstructed. The micro-pile footings shall be embedded in the soils per the geotechnical engineer's recommendations and as shown on the drawings. Designs are based on seismic design spectral response acceleration parameters of:

$$S_{DS} = 0.157$$

$$S_{D1} = 0.087$$

These translate to a Seismic Design Category (SDC) of B. Design has also taken into account site wind loading criteria of 115 MPH Exp category C.



Environmental Considerations:

The slope beneath the rails must be protected from rainfall erosion during and after construction until the slope is properly re-seeded and/or vegetated. The use of the straw bales or slope roughening to retain slope stability may be necessary.

The rail slope should be hydro-seeded and/or planted with indigenous grasses and small shrubs following construction to stabilize the system. Only low lying plants should be used to reduce interference and maintenance problems.

Equipment Specific and Installation:

The upper end of the rail system and the power units are free standing and are not supported from the deck, stairs, or residence. The rail supports are to be constructed in accordance with the following recommendations:

- 2" Schedule 40 (SS40) Galvanized pipes driven to a minimum of 10' into the soil (additional embedment may be required to obtain refusal as defined in the Geotechnical Report). Additional connection requirements are shown on Track Cross Section detail on sheet 1 of 3 of the drawings. Installation must carefully follow manufacturer's recommendations. Any modifications must be brought to the attention of the manufacturer, the local building department, and this office.

Conclusions:

It is our professional opinion that the personal tram for the reference project can operate properly provided it is constructed in accordance with these recommendations, the approved plans, the manufacturer's standard procedures, and accepted construction practices.

The quality control of the entire system, the actual performance of individual components, the durability of all parts, and the reliability of the mechanical appurtenances is beyond the scope of our work. Additionally, we require the installer to notify our office immediately, in writing, regarding any unusual topographical or soils conditions which may jeopardize construction personnel or equipment, the environment, or performance of the tram.

If you have any further comments or questions on this matter, feel free to contact our office at your convenience.

Sincerely,



Scott A. Soule, SE
Footprint Engineering Plc.

Job Name: Fiorentino Lift

By: SAS

Core Job Number: B16-740

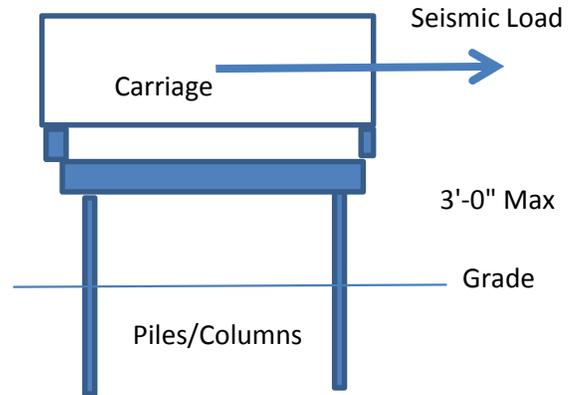
Date: Apr-16

Seismic Loads:

Power Unit Weight = 300 Pounds
 Tram Weight = 300 Pounds
 Weight of Track (10' section) = 130 Pounds

 Capacity Weight (Live Load) = 860 Pounds

 Total Weight = 1290 Pounds
 Seismic Load = 55.47 Pounds

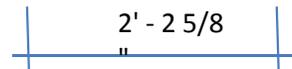


Wind Loads:

20 SF of surface area - Ignore permeability of materials
 Worst case wind load = 16.9 psf
 Wind Load = 338 #

Foundation Piers:

Mot = 2480 Ft LBs (Wind controls)
 Mr = 3175.382 Ft LBs
 Uplift = -320.453 Pounds



Vertical at Each Pier = 1395.948 Pounds Dead + 0.75Live+.75E_{allow}
 Lateral at Each Pier = 169 Pounds

Per Geo-Tech:

Allowable Vertical < Assumed allowable is greater than 2,500 pounds per pier
 Allowable Horizontal (Passive Pressure)= 150 pcf, ignore top 2'
 Required Minimum Skin Friction:

Outside Diameter of Pile = 2.38 inches
 Depth of Pile (from lateral loads) = 10 feet
 Surface area of Pile = 896.8 SQ IN
 Req'd Skin Friction = Uplift/Surface area = -0.357 PSI Within anticipated limits



Structural Engineers
2200 Warm Springs Avenue
Suite 102, Boise, Idaho 83712
Ph. (208) 989-4192
Fax (208) 343-2247
www.footprintengineering.com

Job Name: Fiorentino Lift

By: SAS

Core Job Number: B16-740

Date: Apr-16

Per Attached Enercalc Analysis:
 Lateral load on pier and soil is okay with 6'-0" min. embed.

Check 2" diameter Steel Pile (Sched 40):

Area = 1.07 in² Fy = 50 ksi
 I = 0.666 in⁴
 S = 0.4881 in³ Allowable Moment = 1.34 Ft K
 r = 0.787 in

Maximum Height of Pile above grade prior to requiring cross-bracing = 7.94 Feet
 Allow Moment / Lateral Load
 See attached Enercalc Output for Pipe Design

Vertical Loads on Rails:

Total Load = 1290 Pounds (Dead + Live)
 Point Load at Center Span
 Max Horizontal Span: 10 FT
 Moment = 3225 FT LB

5 x 2 x 11GA Rectangular Rail:

S = 1.083 In³ Fy = 33 KSI
 I = 1.787 In⁴
 A = 1.214 In²

fb = 35734 PSI Fb = 28967.4 PSI > fb, Therefore OK.

Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Title : Fiorentino Lift
 Dsgnr:
 Project Desc.: 35 Degrees - 150 ft long
 Project Notes :

Job # B16-740

Printed: 22 NOV 2010, 1:53PM

Pole Footing Embedded in Soil

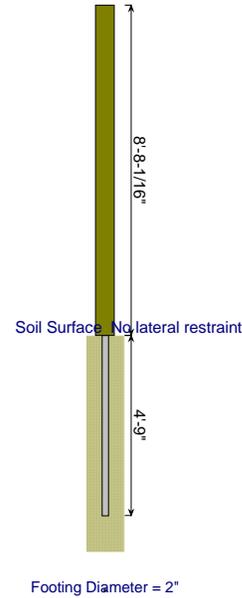
ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. # : KW-06005725

Description : Typical Pile To Resist Lateral Loads

General Information

Pole Footing Shape Circular
 Footing Diameter 2.0 in
 Calculate Min. Depth for Allowable Pressures
 No Lateral Restraint at Ground Surface
 Allow Passive 150.0 pcf
 Max Passive pcf



Controlling Values

Governing Load Combination : +D+0.70E+H
 Lateral Load 0.02660 k
 Moment 0.2306 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth

Actual 235.83 psf
 Allowable 237.03 psf

Minimum Required Depth 4.750 ft

Footing Base Area 0.02182 ft²
 Maximum Soil Pressure 44.381 ksf

Assumes footing is square

Applied Loads

Lateral Concentrated Load	Lateral Distributed Load	Applied Moment	Vertical Load
D : Dead Load k	k/ft	k-ft	0.4830 k
Lr : Roof Live k	k/ft	k-ft	k
L : Live k	k/ft	k-ft	0.430 k
S : Snow k	k/ft	k-ft	k
W : Wind k	k/ft	k-ft	k
E : Earthquake 0.0380 k	k/ft	k-ft	0.310 k
H : Lateral Earth k	k/ft	k-ft	k
Load distance above Base 8.670 ft	TOP of Load above ground ft		
	BOTTOM of Load above ground ft		

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth	
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)
+D	0.0	0.0	0.13	0.0	0.0
+D+L+H	0.0	0.0	0.13	0.0	0.0
+D+0.750Lr+0.750L+H	0.0	0.0	0.13	0.0	0.0
+D+0.750L+0.750S+H	0.0	0.0	0.13	0.0	0.0
+D+0.70E+H	0.0	0.2	4.75	235.8	237.0
+D+0.750Lr+0.750L+0.750W+H	0.0	0.0	0.13	0.0	0.0
+D+0.750L+0.750S+0.750W+H	0.0	0.0	0.13	0.0	0.0
+D+0.750Lr+0.750L+0.5250E+H	0.0	0.2	4.38	211.7	213.0
+D+0.750L+0.750S+0.5250E+H	0.0	0.2	4.38	211.7	213.0
+0.60D+0.70E+H	0.0	0.2	4.75	235.8	237.0

Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Project Notes :

Steel Column

ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. #: KW-06005725

Description : 2" diameter Pier

General Information

Steel Section Name :	Pipe2 Std	Overall Column Height	4.60 ft
Analysis Method :	2006 IBC & ASCE 7-05	Top & Bottom Fixity	Top Free, Bottom Fixed
Steel Stress Grade			
Fy : Steel Yield	50.0 ksi	Brace condition for deflection (buckling) along columns :	
E : Elastic Bending Modulus	29,000.0 ksi	X-X (width) axis :	Fully braced against buckling along X-X Axis
Load Combination :	Allowable Stress	Y-Y (depth) axis :	Fully braced against buckling along Y-Y Axis

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 20.40 lbs * Dead Load Factor

AXIAL LOADS . . .

Axial Load at 6.0 ft, D = 0.430, L = 0.430, W = 0.550 k

BENDING LOADS . . .

Lat. Point Load at 6.0 ft creating Mx-x, W = 0.210, E = 0.020 k

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio =	0.7250 : 1	Maximum SERVICE Load Reactions . .	
Load Combination	+D+W+H	Top along X-X	0.0 k
Location of max. above base	0.0 ft	Bottom along X-X	0.0 k
At maximum location values are . . .		Top along Y-Y	0.0 k
Pu : Axial	1.0 k	Bottom along Y-Y	0.3290 k
Pn / Omega : Allowable	29.940 k	Maximum SERVICE Load Deflections . .	
Mu-x : Applied	-1.260 k-ft	Along Y-Y	-1.009 in at 4.60 ft above base
Mn-x / Omega : Allowable	1.779 k-ft	for load combination : E Only	
Mu-y : Applied	0.0 k-ft	Along X-X	0.0 in at 0.0 ft above base
Mn-y / Omega : Allowable	1.779 k-ft	for load combination :	
PASS Maximum Shear Stress Ratio =	0.02564 : 1		
Load Combination	+D+0.70E+H		
Location of max. above base	0.0 ft		
At maximum location values are . . .			
Vu : Applied	0.2303 k		
Vn / Omega : Allowable	8.982 k		

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios			Maximum Shear Ratios		
	Stress Ratio	Status	Location	Stress Ratio	Status	Location
+D	0.015	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+L+H	0.029	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+H	0.026	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750L+0.750S+H	0.026	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.70E+H	0.725	PASS	0.00 ft	0.026	PASS	0.00 ft
+D+0.750Lr+0.750L+0.750W+H	0.055	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750L+0.750S+0.750W+H	0.551	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+0.5250E+H	0.551	PASS	0.00 ft	0.019	PASS	0.00 ft
+D+0.750L+0.750S+0.5250E+H	0.463	PASS	0.00 ft	0.019	PASS	0.00 ft
+0.60D+0.70E+H	0.604	PASS	0.00 ft	0.026	PASS	0.00 ft

Maximum Reactions - Unfactored

Note: Only non-zero reactions are listed.

Load Combination	X-X Axis Reaction		Y-Y Axis Reaction	
	@ Base	@ Top	@ Base	@ Top
D Only				
L Only				
E Only			0.329	
D+L				
D+E			0.329	
D+L+E			0.329	

Title Block Line 1
 You can changes this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Steel Column

ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. # : KW-06005725

Description : 2" diameter Pier

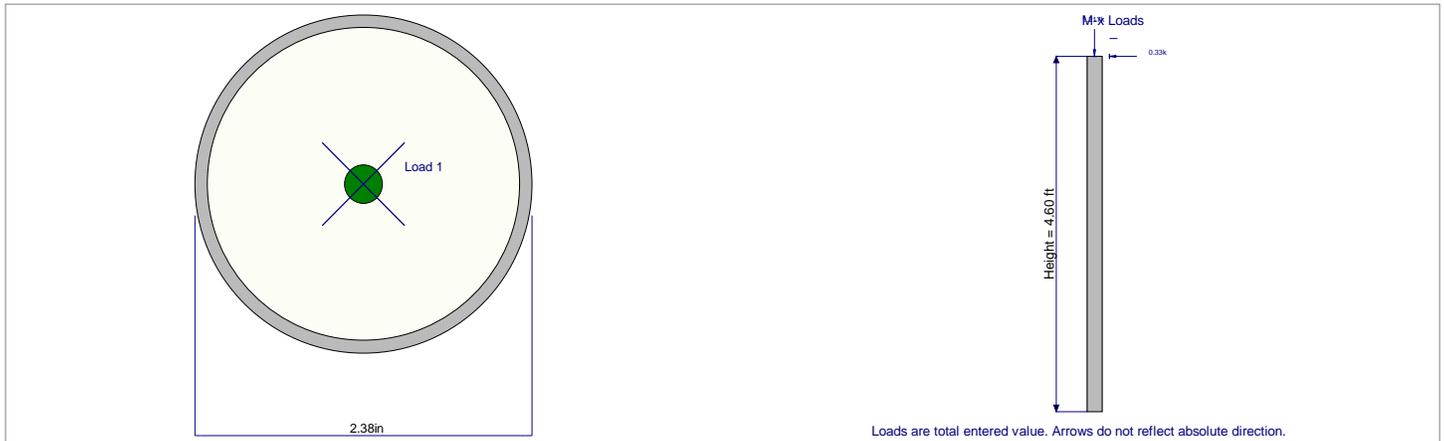
Maximum Deflections for Load Combinations - Unfactored Loads

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
D Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	-1.009 in	4.600 ft
D+L	0.0000 in	0.000 ft	0.000 in	0.000 ft
D+E	0.0000 in	0.000 ft	-1.009 in	4.600 ft
D+L+E	0.0000 in	0.000 ft	-0.999 in	4.569 ft

Steel Section Properties : Pipe2 Std

Depth	=	2.375 in	I xx	=	0.63 in ⁴	J	=	1.250 in ⁴
Web Thick	=	0.000 in	S xx	=	0.53 in ³			
Flange Width	=	2.375 in	R xx	=	0.791 in			
Flange Thick	=	0.154 in						
Area	=	1.000 in ²	I yy	=	0.627 in ⁴			
Weight	=	3.660 plf	S yy	=	0.528 in ³			
			R yy	=	0.791 in			

Ycg = 0.000 in



Title Block Line 1
 You can changes this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Title :
 Dsgnr: Job # B16-740
 Project Desc.: 35 Degrees - 150 ft long
 Project Notes :

General Section Properties

ENERCALC, INC. 1983-2010, Ver: 6.1.51, N:89702

Lic. # : KW-06005725

Description : 5 x 2 x 11GA Rectangle

Final Section Properties

Total Area : 1.214 in²

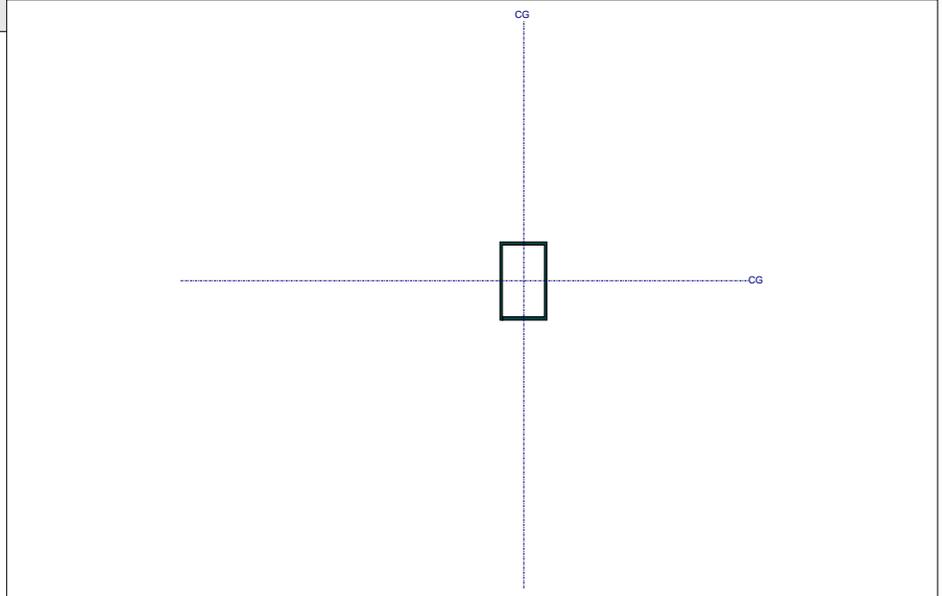
Calculated final C.G. distance from Datum :
 X cg Dist. : 2.50 in
 Y cg Dist. : 1.0 in

Edge Distances from CG. :
 +X : 1.0 in
 -X : -1.0 in
 +Y : 1.650 in
 -Y : -1.650 in

Ixx = 1.787 in⁴
 Iyy = 0.8098 in⁴

Sxx : -X : 1.083 in³
 Sxx : +X : 1.083 in³
 Syy : -Y : 0.8098 in³
 Syy : +Y : 0.8098 in³

r_{xx} : 1.213 in
 r_{yy} : 0.8166 in

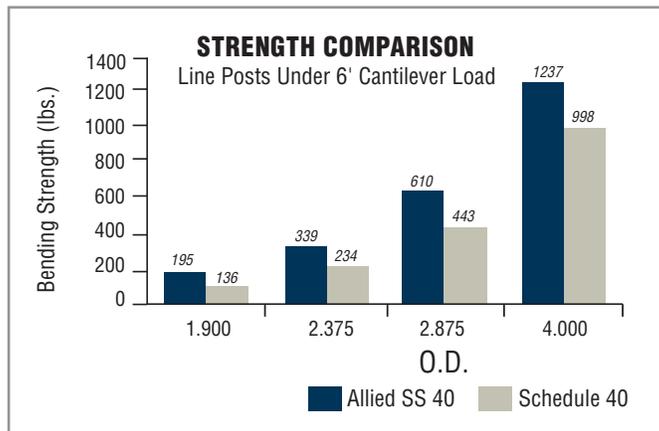


General Shapes

Tube : #1	Xcg = 2.500 in	Ycg = 1.000 in	Rotation = 0 dec CCW
Total Height = 3.300in	Total Width = 2.000in	Left Thickness = 0.120in	Right Thickness = 0.120in
Area = 1.214 in ²	Bottom Thickness = 0.120in	Top Thickness = 0.120in	
Ixx = 1.787 in ⁴	Sxx = 1.083 in ³	Rxx = 1.213 in	
Iyy = 0.810 in ⁴	Syy = 0.810 in ³	Ryy = 0.817 in	

Allied SS 40® vs. Schedule 40

Posts		Outside Dimensions (in.)	Pipe Wall Thickness (in.)	Weight (lbs./ft)	Section Modulus (inches ³)	Yield Strength (psi)	Bending Moment (lbs. in.)	Bending Strength (lbs.) 6' Cantilever Load
1-7/8" O.D.	SS 40	1.900	.120	2.28	0.2810	50,000	14,050	195
1-7/8" O.D.	Sch 40	1.900	.145	2.72	0.3262	30,000	9,786	136
2-3/8" O.D.	SS 40	2.375	.130	3.12	0.4881	50,000	24,405	339
2-3/8" O.D.	Sch 40	2.375	.154	3.65	0.5606	30,000	16,818	234
2-7/8" O.D.	SS 40	2.875	.160	4.64	0.8778	50,000	43,890	610
2-7/8" O.D.	Sch 40	2.875	.203	5.79	1.0640	30,000	31,920	443
3-1/2" O.D.	SS 40	3.500	.160	5.71	1.3408	50,000	67,040	931
3-1/2" O.D.	Sch 40	3.500	.216	7.58	1.7241	30,000	51,723	718
4" O.D.	SS 40	4.000	.160	6.56	1.7819	50,000	89,095	1237
4" O.D.	Sch 40	4.000	.226	9.11	2.3940	30,000	71,820	998
Top Rail								10' Supported
1-5/8" O.D.	SS 40	1.660	.111	1.84	0.1961	50,000	9,805	327
1-5/8" O.D.	Sch 40	1.660	.140	2.27	0.2350	30,000	7,050	235



Bundle Counts for SS 40

Shape	O.D.	Bundle Qty.
Round	1.315	91
Round	1.660	61
Round	1.900	61
Round	2.375	37
Round	2.875	30
Round	3.500	19
Round	4.000	19

SS 40® is available with POLYKOTE color finish: Allied Tube's patented Flo-Coat® process with polyester coating conforms to ASTM F 1043 the recommended standards of Section 8, Additional Coatings Requirements. Contact your distributor for details.

SS 40® is available in long and extra long lengths and in cut posts.

Manufacturing Locations:

Harvey, IL / Pine Bluff, AR / Philadelphia, PA / Phoenix, AZ

For information on Razor Ribbon® brand barbed tape products, please visit www.razorribbon.com

Fence Division
 16100 S. Lathrop Avenue, Harvey, IL 60426
 Phone: 800.643.1523 Fax: 870.535.4006
www.atcfence.com fence@alliedtube.com



tyco
 Electrical &
 Metal Products



Harvey, IL
 Pine Bluff, AR
 Philadelphia, PA

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CT

10/2/15 15018446WH
J

**WARRANTY DEED
(Joint Tenancy)**



Image# 054424800003 Type: DW
Recorded: 10/01/2015 at 10:36:00 AM
Receipt#: 2015-00059956
Page 1 of 3
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **7235529**

**AFTER RECORDING,
MAIL TO:**

Law Office of Thomas F. Meyer
33 N. Waukegan Rd., Suite 105
Lake Bluff, IL 60044

**NAME AND ADDRESS OF
TAXPAYER:**

Edward and Margaret Fiorentino
1350 Kennicott Drive
Lake Forest, IL 60045

Bluff 7, LLC, an Illinois limited liability, with an address of 12 Salt Creek Lane, Suite 400, Hinsdale, IL 60521 ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Edward Fiorentino and Margaret Fiorentino, husband and wife, 1350 Kennicott Drive, Lake Forest, IL 60045 ("Grantee"), not in tenancy in common, but as joint tenants, the following described real estate situated in Lake County in the State of Illinois to wit:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO THE FOLLOWING: GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF THIS CONVEYANCE; COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; AND BUILDING LINES AND EASEMENTS.

Permanent Real Estate Index Number(s): 12-21-402-106 and 12-21-402-114

Address(es) of Real Estate: 611 Lansdowne, Lake Bluff, IL

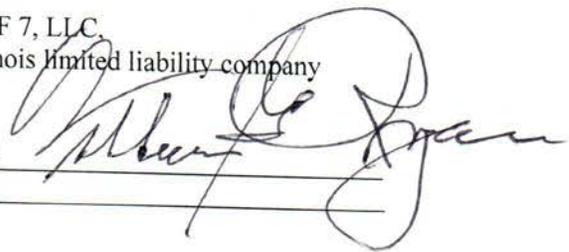
To have and to hold said premises, not in tenancy in common, but as joint tenants forever.

3mm

DATED this 25 day of September, 2015

BLUFF 7, LLC,
an Illinois limited liability company

By: _____
Its: _____



State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that before me on this 25th day of September, 2015, appeared William C. Rago member of **BLUFF 7, LLC**, an Illinois limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such member of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

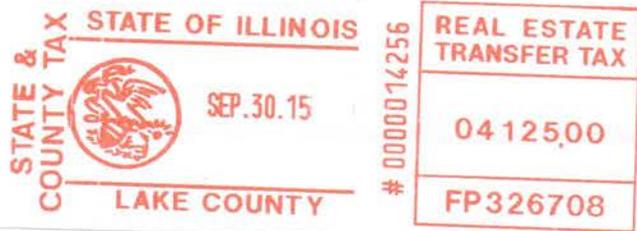
Given under my hand and official seal this 25th day of September, 2015.

Commission expires



NOTARY PUBLIC

\$ 2749,900.00



NAME AND ADDRESS OF PREPARER:

Martin P. Murphy
The Murphy Law Firm
One Westbrook Corporate Center
Suite 300
Westchester, Illinois 60154

EXHIBIT A

Legal Description

PARCEL 1:

LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008 AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 OF MAGGOS SUBDIVISION BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113 IN LAKE COUNTY, ILLINOIS.

ALTA OWNER'S POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

15018446WH

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)



- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:



President

Attest:



Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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ALTA Owner's Policy (06/17/2006)



Issued By: Chicago Title Company, LLC
1725 South Naperville Road
Wheaton, IL 60189

SCHEDULE A

Address Reference: 611 Lansdowne, Lake Bluff, IL 60044

Date of Policy	Amount of Insurance
October 1, 2015	\$2,749,900.00

1. Name of Insured:

Edward Fiorentino and Margaret Fiorentino

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Edward Fiorentino and Margaret Fiorentino, husband and wife, not in tenancy in common, but as joint tenants

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A



EXHIBIT "A"
Legal Description

Parcel 12-21-402-106; Parcel 12-21-402-114

PARCEL 1:

LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, BAND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008, AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN MAGGOS SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1 /4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113, IN LAKE COUNTY, ILLINOIS.

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. Taxes for the years 2014 and 2015.
Taxes for the year 2014 are payable in two installments.
The first installment amounting to \$19,961.32 is paid of record.
The second installment amounting to \$19,961.32 is paid of record.
Taxes for the year 2015 are not yet due and payable.
Permanent Tax No.: 12-21-402-106
7. Taxes for the years 2014 and 2015.
Taxes for the year 2014 are payable in two installments.
The first installment amounting to \$942.80 is paid of record.
The second installment amounting to \$942.81 is paid of record.
Taxes for the year 2015 are not yet due and payable.
Permanent Tax No.: 12-21-402-114
8. Rights, if any, of the united states of america, State of Illinois and the municipality, in and to so much, if any of the Land herein as may have been formed by means other than natural accretions and in and to so much, if any, as may be covered by the waters of Lake Michigan

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ALTA Owner's Policy (06/17/2006)



SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

9. Agreement entered into by the Chicago Title and Trust Company, as trustee and Elizabeth Frances Clow dated october 20, 1909 and recorded november 15, 1909, as document 125764 that no part of the Land herein and certain other property therein described, is to be used for cemetery purposes; also referred to in the deed from said company to Elizabeth F. Clow dated august 22, 1910 and recorded august 25, 1910, as document 130920.

(Affects Parcel 1)
10. Village of Lake bluff ordinance No. 2007-23 Recorded february 18, 2008 as document number 6306746 revoking resolution 2007-32, vacating an existing Plat of Subdivision, approving a new final Plat of Subdivision, and granting two variations from the Lake bluff zoning regulations for 128 moffett road (lansdowne), and the terms, provisions, covenants and conditions contained therein.
11. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons) contained in Plat of Subdivision recorded february 18, 2008 as Document No. 6306887, Which does not contain a reversionary or forfeiture clause.
(Affects Parcel 1)
12. Easements, building setback lines, buffer yards, buffer limits, wetlands, and provisions relating thereto contained in the final Plat of Resubdivision Lansdowne recorded february 18, 2008 as document 6306887.
(Affects Parcel 1)
13. Owner's unconditional agreement and consent recorded november 17, 2011 as document 6788988, and the terms, provisions and conditions contained therein.
(Affects Parcel 1)

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

14. Covenants, conditions and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating in part to association, assessments and Lien therefor, as contained in the declaration of covenants, conditions, restrictions and easements for lansdowne Subdivision, recorded september 18, 2013 as Document No. 7037242 Which does not contain a reversionary or forfeiture clause.
(Affects Parcel 1)
15. Agreement entered into by the Chicago Title and Trust Company, as trustee and Elizabeth Frances Clow, dated October 20, 1909 and recorded November 15, 1909 as document 125764, that no part of the Land herein and certain other property therein described is to be ever used for cemetery purposes.
(Affects Parcel 2)
16. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the Land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of Lake Michigan.
(Affects Parcel 2)
17. Covenants and conditions contained in the deed from the Chicago Title and Trust Company, as trustee, to Albert A. Sprague II, dated April 3, 1911 and recorded April 24, 1911 as document 135154 that the Land herein shall be used for residence purposes only, and there shall not be erected thereon at any time within 25 years, a hospital, hotel, cemetery, church or other buildings of a public nature and any improvement placed upon said premises during said period shall be for residential purposes only or in connection therewith and further that said premises shall not be used for cemetery purposes at any time (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against Handicapped Persons)

Note: a breach or violation of the above noted covenants and conditions Will not cause a forfeiture or reversion of title.

(Affects Parcel 2)

18. Principal Structure Setback Line as shown on Plat of Said Subdivision.

(Affects Parcel 2)

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**
(continued)

19. The Plat of Subdivision recorded November 19, 1996 as document number 3901994 includes a certification by the surveyor that the Land is located within a special flood area as identified by the Federal Emergency Management Agency.

(Affects Parcel 2)
20. STORMWATER DRAINAGE EASEMENT AS SHOWN ON PLAT OF SUBDIVISION.
21. Building Line(s) as shown on the Plat of Subdivision recorded as Document No. 6953656.

(Affects Parcel 2)

END OF SCHEDULE B

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ALTA Owner's Policy (06/17/2006)



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay;
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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ALTA Owner's Policy (06/17/2006)



Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

15018446WH

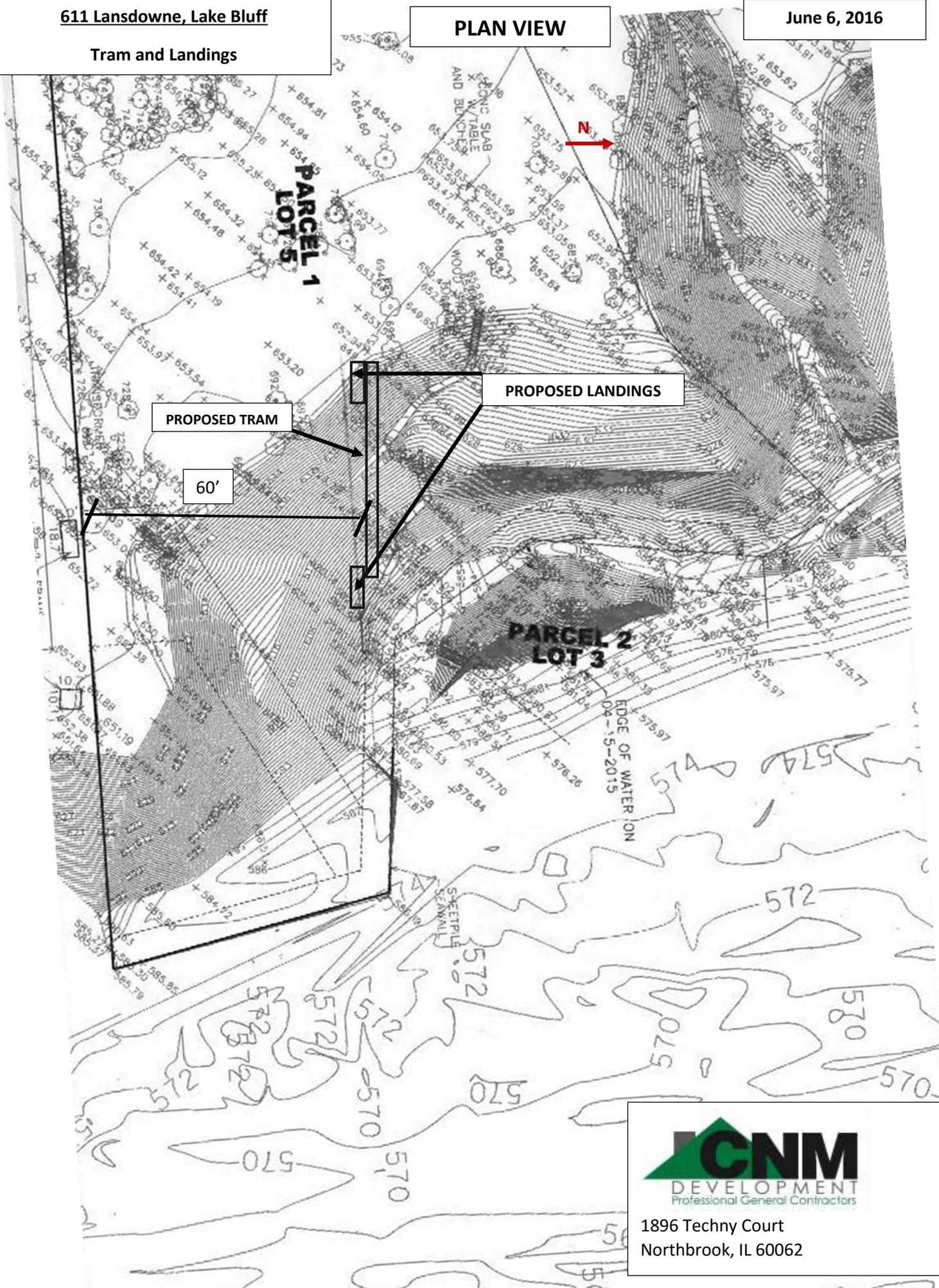
General Exception number(s) 1-5 of Schedule B of this policy are hereby deleted.

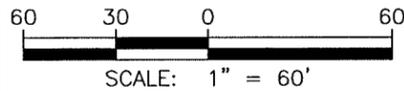
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: October 1, 2015

Tram and Landings





SURVEYOR'S NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. BUILDING DIMENSIONS AND TIES SHOWN HEREON ARE MEASURED FROM THE OUTSIDE FACE OF CONCRETE FOUNDATION.
3. SURVEY IS BASED ON FIELD WORK COMPLETED 05-21-15.
4. BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM.

PLAT OF SURVEY

PROPERTY DESCRIPTION:

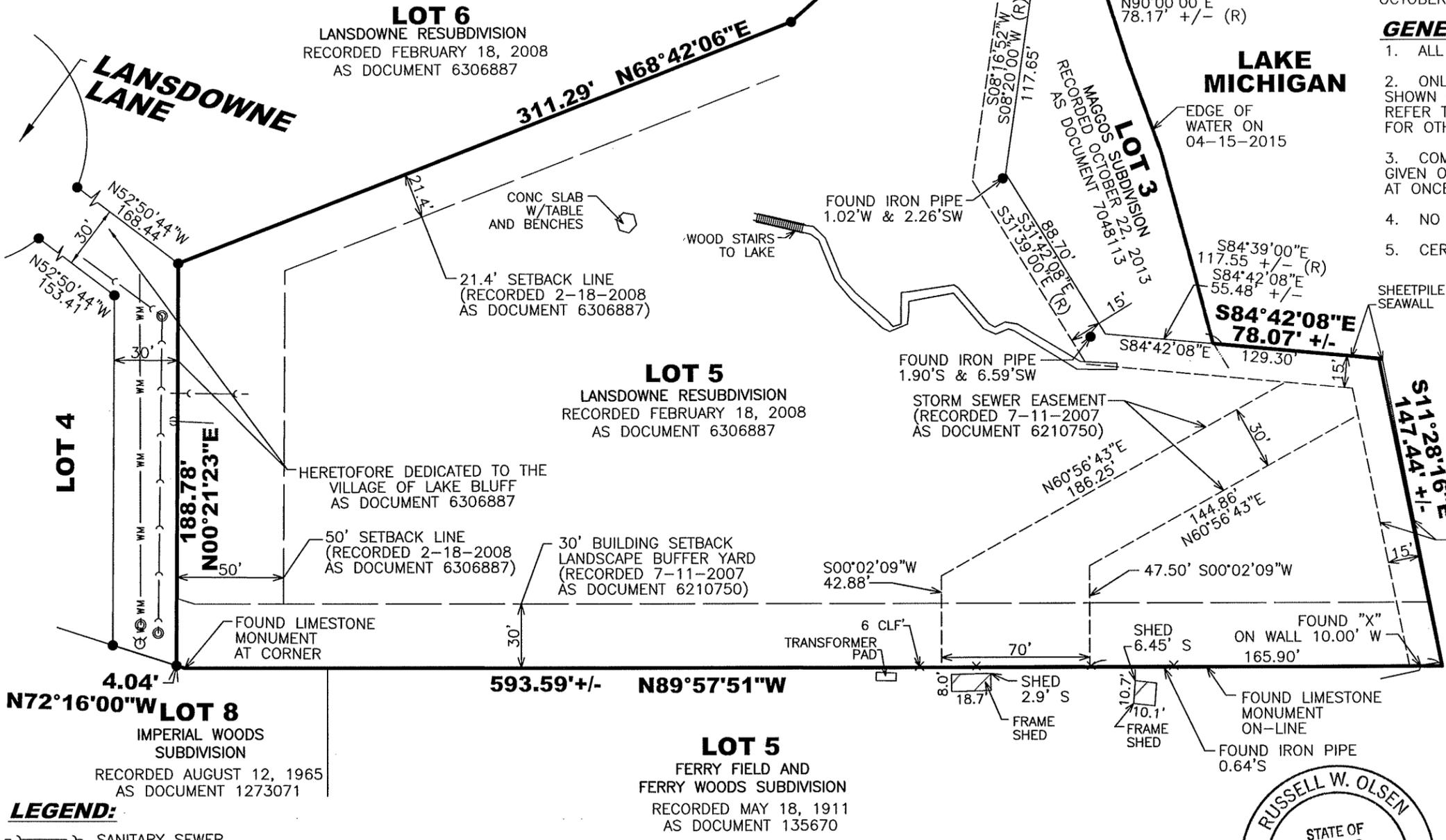
LOT 5 IN THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF RESUBDIVISION OF LANSDOWNE RESUBDIVISION RECORDED FEBRUARY 18, 2008, AS DOCUMENT 6306887, IN LAKE COUNTY, ILLINOIS.

AND ALSO,

LOT 3 IN MAGGOS SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2013, AS DOCUMENT 7048113, IN LAKE COUNTY, ILLINOIS.

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HERE ON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT AND DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
5. CERTIFIED COPIES OF THIS SURVEY BEAR AN IMPRESSED SEAL.



P.I.N.'S:

12-21-402-106
12-21-402-114

AREA:

LOT 3 12,000 SQUARE FEET 0.275 ACRES
LOT 5 138,713 SQUARE FEET 3.184 ACRES

TOTAL PROPERTY CONTAINS:
150,713 SQUARE FEET OR 3.459 ACRES MORE OR LESS

STORMWATER DRAINAGE EASEMENT (RECORDED 7-11-2007 AS DOCUMENT 6210750)

STATE OF ILLINOIS }
COUNTY OF COOK }SS

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002694, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF AUGUST, 2015 IN ROSEMONT, ILLINOIS.

MACKIE CONSULTANTS LLC

Russell W. Olsen
RUSSELL W. OLSEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718
LICENSE EXPIRES: NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY



LEGEND:

- - - - - SANITARY SEWER
- — — — WATER LINE
- - - - - EASEMENT
- FOUND IRON ROD AT CORNER

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
FOXFORD LLC
12 SALT CREEK LANE, SUITE 200
HINSDALE, ILLINOIS 60521
PHONE: 630-887-1705

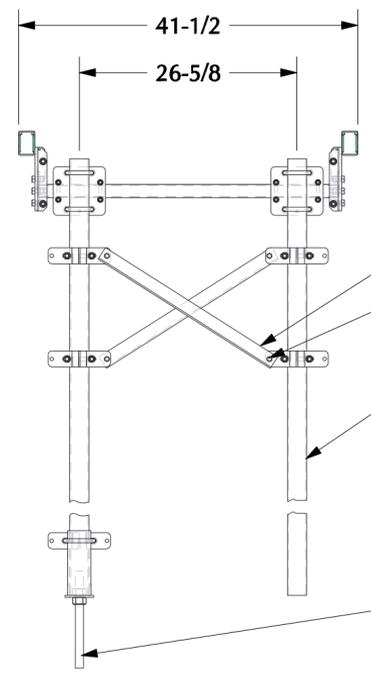
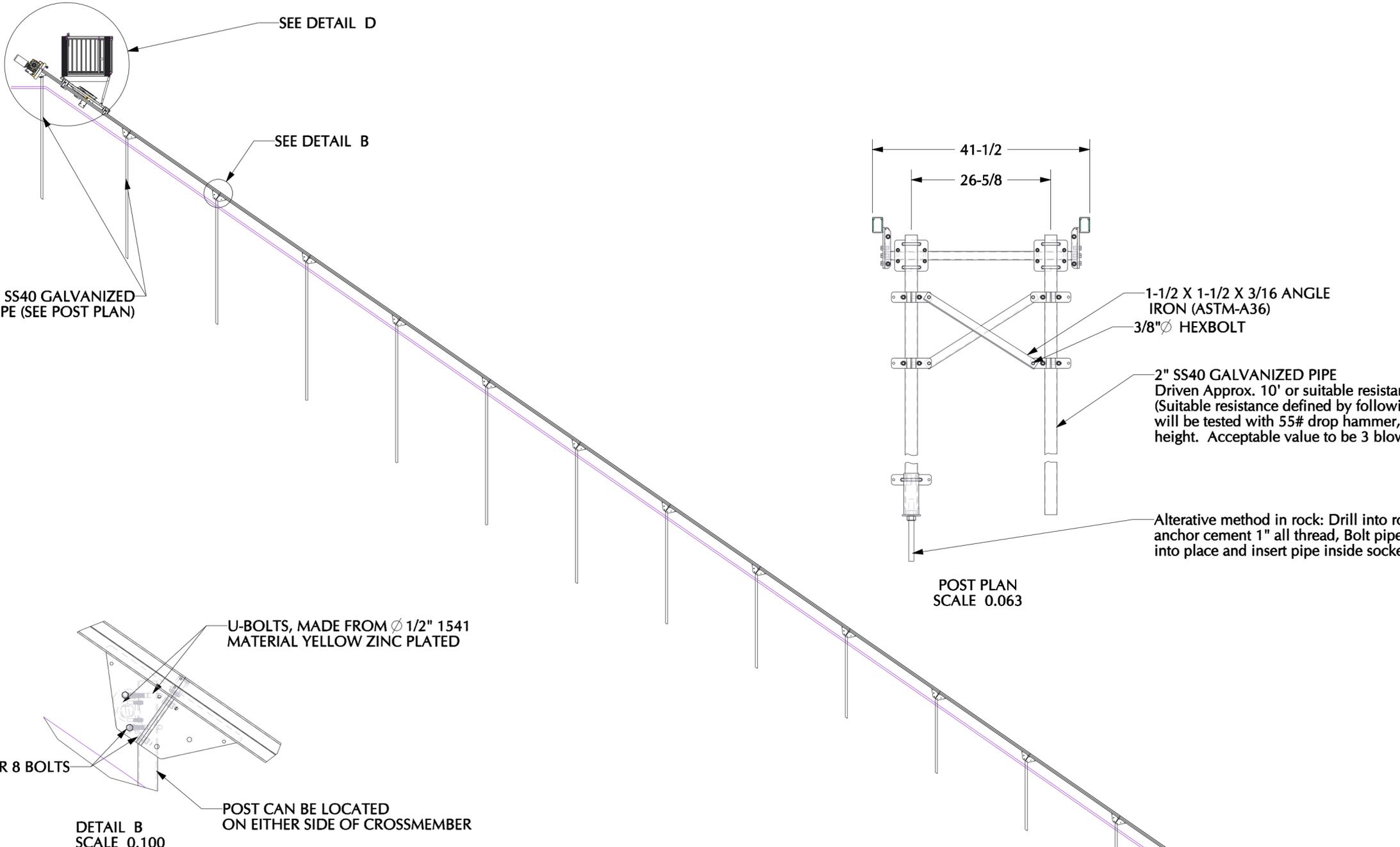
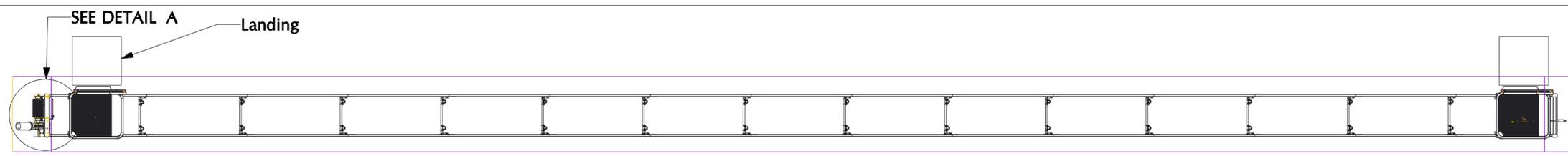
DATE	DESCRIPTION OF REVISION	BY

DESIGNED	SMP/GKF
DRAWN	SMP/GKF
APPROVED	RWO
DATE	08-18-15
SCALE	1" = 60'

PLAT OF SURVEY
LOT 3 MAGGOS SUBDIVISION
LOT 5 LANSDOWNE RESUBDIVISION
LAKE BLUFF, ILLINOIS

SHEET
1 OF **1**
PROJECT NUMBER: 1181
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ILLINOIS FIRM LICENSE 184-002694

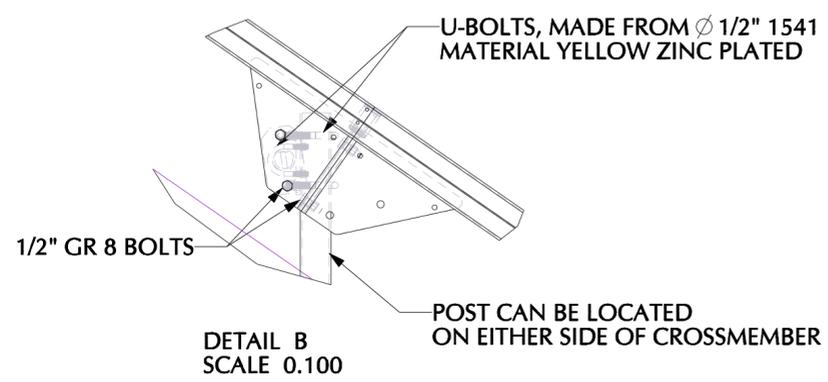
8/18/2015 2:28:07 PM K:\1181\Survey\Exhibit\1181-Plat-Survey-Lot 3 and 5.plt



1-1/2 X 1-1/2 X 3/16 ANGLE IRON (ASTM-A36)
 3/8" \varnothing HEXBOLT
 2" SS40 GALVANIZED PIPE
 Driven Approx. 10' or suitable resistance
 (Suitable resistance defined by following: Selected post will be tested with 55# drop hammer, dropped from 36" height. Acceptable value to be 3 blows or greater per inch.)

Alternative method in rock: Drill into rock then anchor cement 1" all thread, Bolt pipe socket into place and insert pipe inside socket then clamp

POST PLAN
 SCALE 0.063

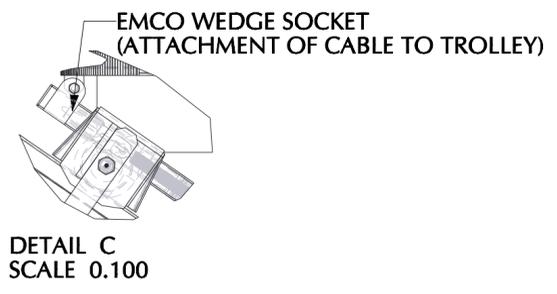


U-BOLTS, MADE FROM \varnothing 1/2" 1541 MATERIAL YELLOW ZINC PLATED

1/2" GR 8 BOLTS

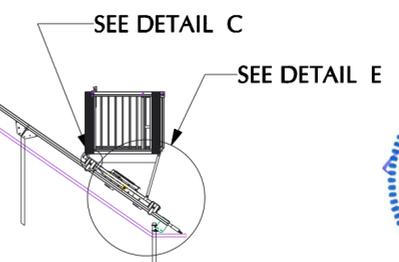
DETAIL B
 SCALE 0.100

POST CAN BE LOCATED ON EITHER SIDE OF CROSSMEMBER



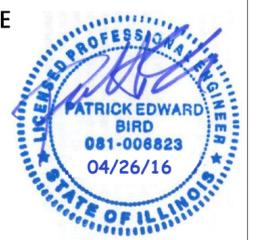
EMCO WEDGE SOCKET (ATTACHMENT OF CABLE TO TROLLEY)

DETAIL C
 SCALE 0.100



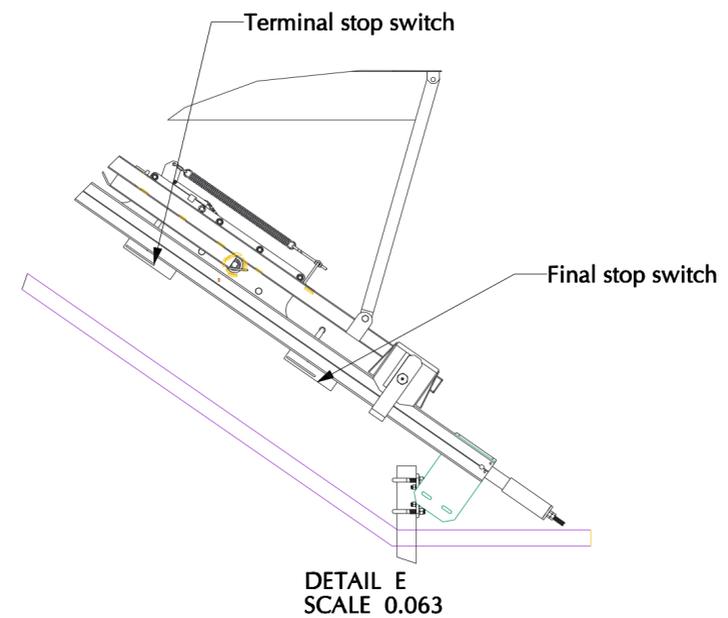
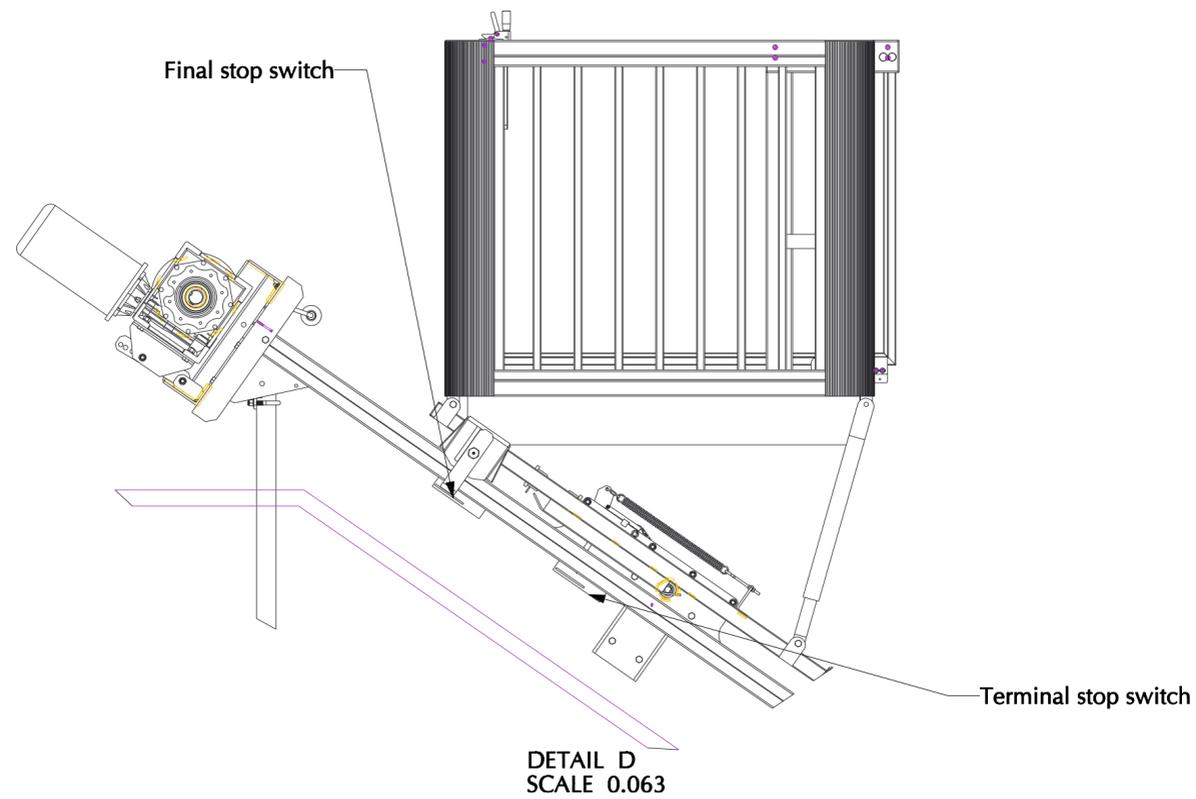
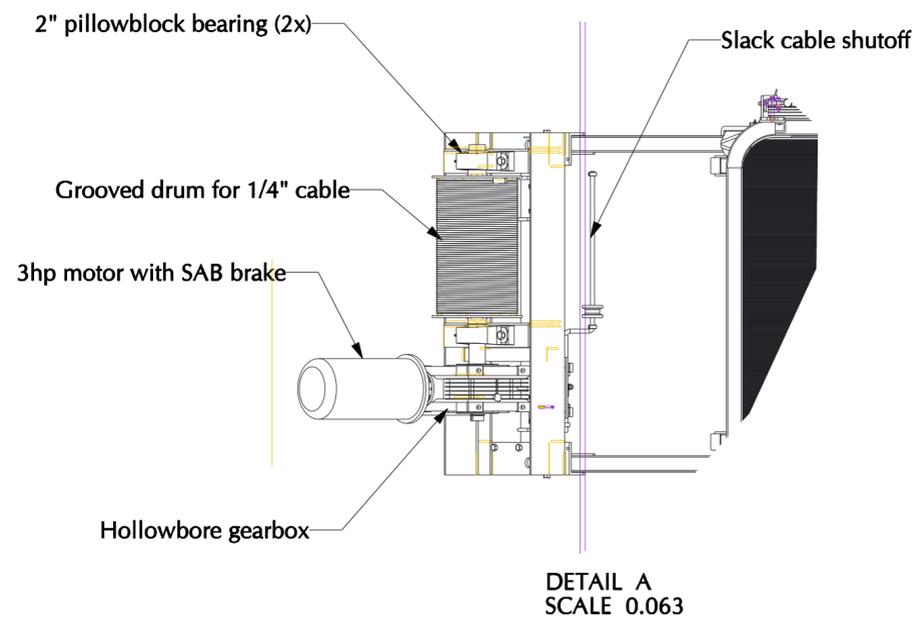
GENERAL NOTES

ALL POST AND RAIL COMPONENTS TO BE HOT DIPPED GALVANIZED
 CARRIAGE AND TROLLEY TO BE POWDERCOATED
 ALL HARDWARE TO BE GRADE 8 WITH ZINC PLATING
 CARRIAGE IS RATED FOR 860# CAPACITY, 13.73 SQ. FEET
 CABLE SIZE IS 7 X 19, 1/4" GAC(7000# RATING)
 CARRIAGE AND TROLLEY WEIGHT = 400#
 ANGLE OF INCLINE = 35°
 STRESS ON CABLE OF 723# (SAFETY FACTOR OF 9.7)
 OPERATING SPEED IS 70 FPM
 TYPE B SAFETY
 MOTOR SIZE IS 3HP, DRUM PITCH IS 10"
 CONTROL PANEL UL FILE NO. E304700
 POWER REQUIREMENT = 230V, 30 AMP SERVICE



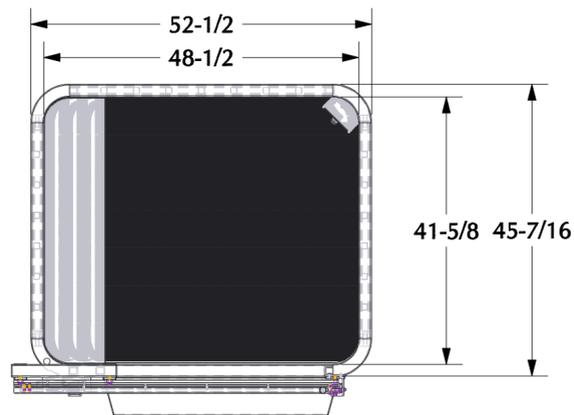
 <small>WWW.MARINEINNOVATIONS.COM 1-888-334-4666 1-281-334-4670 fax</small>		CUSTOMER Ed Fiorentino	LOCATION 611 Landsdowne Ln. Lake Bluff, IL 60044
DATE 4/08/15	LENGTH 150ft	This drawing is property of Marine Innovations Inc. Cannot be used or duplicated without permission.	
DRAWN BY bwt	PAGE 1 of 3	SCALE 0.011	

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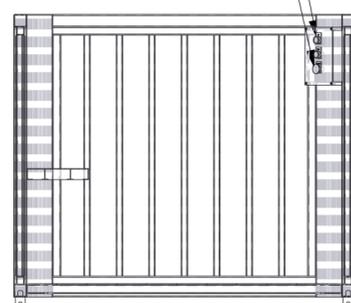
		<small>WWW.MARINEINNOVATIONS.COM</small> 1888-334-4666 1-281-334-4670 fax	
CUSTOMER Ed Fiorentino		LOCATION 611 Landsdowne Ln. Lake Bluff, IL 60044	
DATE 4/08/15	SHEET SIZE C	LENGTH 150ft	This drawing is property of Marine Innovations Inc. Cannot be used or duplicated without permission.
DRAWN BY bwt	PAGE 2 of 3	SCALE 0.012	

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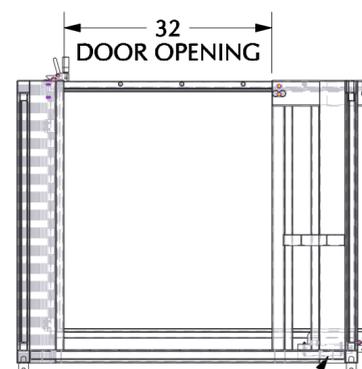
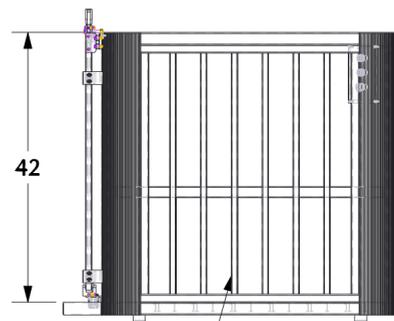
SCALE 0.050

KEYED UP/DOWN SWITCH
EMERGENCY STOP BUTTON
(RED IN COLOR)



SECTION A-A

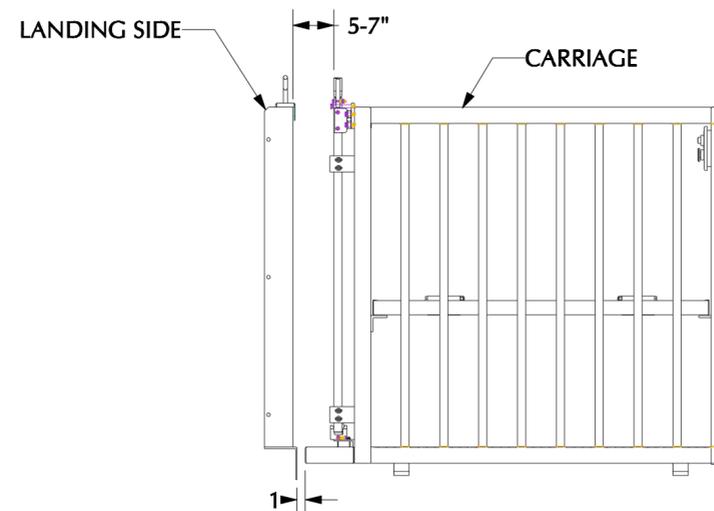
SIDES FINISHED WITH SPINDLES, PERFORATED ALUMINUM, OR ACRYLIC



SECTION A-A

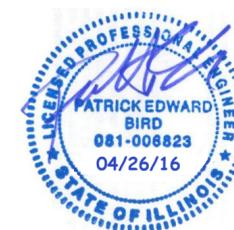
Carriage Detail

SCALE 0.050



Carriage/Gate Detail

SCALE 0.063



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1896 Techny Court, Northbrook, IL 60062
847-602-2327 phone 858-923-1125 fax



jeff@cnmdevelopment.com
www.cnmdevelopment.com

June 21, 2016

Request to Waive Second Reading

Re: Special Use Permit Application for 611 Lansdowne

To: Village President O'Hara and the Village Board of Trustees

We are requesting a waiver of the second reading. We are hoping to install the tram as soon as possible so we can get our engineers safely up and down the bluff as we are working on plans for future bluff stabilization work. There is currently no safe way to traverse the bluff on this property.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Jeff Tondola', is written in a cursive style.

Jeff Tondola
CNM Development