

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

Monday, June 22, 2015
7:00 P.M.
40 East Center Avenue
Village Hall Board Room

**REVISED
A G E N D A**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF THE MINUTES OF THE JUNE 8, 2015 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, 2015
- b) May 2015 Financial Report

7. VILLAGE ADMINISTRATOR'S REPORT

- a) Informational Report from Building Codes Supervisor Michael Croak Regarding Departmental Activities
- b) A Request From Bernie's Book Bank to Waive or Reduce Building Permit Fees for the Remodeling of 917 North Shore Drive
- c) A Report Regarding the Disposition of Certain Village Records

8. VILLAGE ATTORNEY'S REPORT

9. VILLAGE PRESIDENT'S REPORT

- a) Appointment of Mary Jo Davis to the Senior Resources Commission

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 5 and 12, 2015.

11. SECOND READING OF AN ORDINANCE AMENDING PROVISIONS OF TITLE III OF THE LAKE BLUFF MUNICIPAL CODE CONCERNING THE NUMBER OF CLASS A LIQUOR LICENSES

OTHER BUSINESS

12. A RESOLUTION APPROVING A SIGN EXEMPTION REQUEST FOR LEGGY BIRD DESIGNS AT 103 E. SCRANTON AVENUE

13. A RESOLUTION APPROVING A SITE PLAN REVIEW FOR BERNIE’S BOOKS AT 917 NORTH SHORE DRIVE

14. AN ORDINANCE GRANTING VARIATIONS FROM THE VILLAGE’S PARKING REGULATIONS IN THE L-1 LIGHT INDUSTRY DISTRICT AND APPROVING A SITE PLAN FOR 101 S. WAUKEGAN ROAD

15. A RESOLUTION APPROVING A LICENSE AGREEMENT TO USE A PORTION OF VILLAGE PROPERTY (101 S. Waukegan Road)

16. A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR LAKE BLUFF POLICE SERGEANTS

17. AN ORDINANCE REAPPOINTING AN ALTERNATE DIRECTOR TO REPRESENT THE VILLAGE OF LAKE BLUFF ON THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY

18. TRUSTEE’S REPORT

19. EXECUTIVE SESSION

20. CONSIDERATION OF THE MINUTES OF THE JUNE 8, 2015 EXECUTIVE SESSION MEETING

21. 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 8, 2015**

DRAFT MINUTES

1. CALL TO ORDER AND ROLL CALL

Village President O'Hara called the meeting to order at 7:02 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
William Meyer

Absent: Aaron Towle, Village Clerk

Also Present: Drew Irvin, Village Administrator
Peter Friedman, Village Attorney
Susan Griffin, Finance Director
Jeff Hansen, Village Engineer
Michael Croak, Building Codes Supervisor
David Belmonte, Police Chief
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 Meyer moved to approve the May 11, 2015 Board of Trustees Meeting Minutes as presented. Trustee Grenier seconded the motion. The motion passed on a unanimous voice vote.

4. NON-AGENDA ITEMS AND VISITORS

There were no requests to address the Board.

5. VILLAGE BOARD SETS THE ORDER OF THE MEETING

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

6. ITEM #12 – A RESOLUTION APPROVING A SIGN EXEMPTION REQUEST FOR HEINEN’S FINE FOODS AT 201 S. WAUKEGAN ROAD

President O’Hara reported on March 30, 2015 the Village received a sign permit application to mount new sign faces on the existing monument sign structure at the intersection of Carriage Park Avenue and Waukegan Road. The Architectural Board of Review (ABR) reviewed the proposed sign at its May 5th meeting. The proposed sign requires an exemption from the Village Sign Code because the existing 336 square foot monument sign structure is larger than the 64 square feet allowed in the L-1 Zoning District. The ABR voted 5-0 to recommend that the Village Board grant the exemption and allow the proposed sign. She further noted in preparation for the Village Board’s consideration of the request, the neighboring property owners have been notified of the meeting date and a resolution has been prepared transmitting the ABR’s recommendation.

In response to a comment from the Village Board, Mr. Chuck Zenn of North Shore Sign Company stated the intent is to mount new sign faces on the existing monument sign structure and install new LED lights. The proposed sign will be internally illuminated with an opaque vinyl background so that only the lettering will be illuminated.

Trustee Christensen moved to adopt the resolution. Trustee Meyer seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Ankenman, Christensen, Dewart, Grenier, Josephitis and Meyer
Nays: (0)
Absent: (0)

7. ITEM #6A – WARRANT REPORTS FOR MAY 16-31 AND JUNE 1-15, 2015 AND MAY 2015 PAYROLL EXPENDITURES

President O’Hara reported expenditure of Village funds for payment of invoices in the amount of \$197,298.17 for May 16-31, 2015.

President O’Hara reported expenditure of Village funds for payment of invoices in the amount of \$92,213.70 for June 1-15, 2015.

In addition, President O’Hara reported expenditure of Village funds for payroll in the amount of \$260,132.60 for May 2015.

As such, the total expenditures for this period is in the amount of \$549,644.47.

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

Ayes: (6) Christensen, Dewart, Grenier, Josephitis, Meyer and Ankenman
Nays: (0)
Absent: (0)

Village Administrator Drew Irvin stated the May 2015 Financial Report will be available at the June 22nd Village Board meeting.

8. ITEM #7A – VILLAGE ADMINISTRATOR’S REPORT REGARDING THE DISPOSITION OF CERTAIN VILLAGE RECORDS

Village Administrator Drew Irvin summarized the informational update regarding the conversion of paper documents into electronic files. A series of files have been converted and Staff will coordinate disposal pursuant to State law, presuming there are no concerns.

There were no objections from the Board.

9. ITEM #8 - VILLAGE ATTORNEY’S REPORT

Village Attorney Peter Friedman had no report.

10. ITEM #9 – VILLAGE PRESIDENT’S REPORT

Village President O’Hara reported the Lake Bluff History Museum will host its Annual Antique Auto Show and Block Party on June 27th.

11. ITEMS #10 – ACCEPTANCE OF THE CORRESPONDENCE

President O’Hara introduced the correspondence from the Informational Report on May 8, 15, 22 and 29, 2015.

Trustee Grenier moved to accept the correspondence as submitted. Trustee Ankenman seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Dewart, Grenier, Josephitis, Meyer, Ankenman and Christensen
Nays: (0)
Absent: (0)

12. ITEM #11 – AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS, AND OTHER WORKERS FOR LAKE BLUFF PUBLIC WORKS PROJECTS FOR 2015

President O’Hara reported 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, it is recommended the Village Board consider waiving second reading of the ordinance.

Trustee Josephitis moved to approve first reading of the ordinance. Trustee Dewart seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Grenier, Josephitis, Meyer, Ankenman, Christensen and Dewart
Nays: (0)
Absent: (0)

Trustee Christensen inquired the reason to waive second reading. Village Administrator Irvin stated as required by the Act, any revisions of the prevailing rate of wages in Lake County shall be submitted to the State of Illinois by June 2015.

Trustee Dewart moved to waive second reading of the ordinance. Trustee Grenier seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Josephitis, Meyer, Ankenman, Christensen, Dewart and Grenier
Nays: (0)
Absent: (0)

13. ITEM #13 – A RESOLUTION APPROVING THE APPOINTMENT OF JEFF HANSEN AS DEPUTY BUILDING COMMISSIONER AND REVISING THE TERM OF DEPUTY BUILDING COMMISSIONER ED LAUDENSLAGER

President O’Hara reported in accordance with Village Code, the Village Board considers the recommendation of the Village Administrator regarding the annual appointment of certain Village Officials (Section 6 of Title I). Pursuant to the Village Code, the positions requiring Village Board consideration on an annual basis are the Building Commissioner and Deputy Building Commissioners. On April 28th of this year the Village Board appointed Drew Irvin as Building Commissioner as well as Michael Croak (Building Codes Supervisor), Ed Laudenslager (Interim Village Engineer), and George Russell as the Village’s Deputy Building Commissioners for the Fiscal Year beginning May 1, 2015 and ending April 30, 2016. She further noted given that the Village Engineer vacancy has recently been filled and the Interim Village Engineer services agreement is set to expire June 12, 2015, Village Administrator Irvin recommends that the Village Board relieve Interim Village Engineer Ed Laudenslager as Deputy Building Commissioner with the newly hired Jeff Hansen. Village Engineer Hansen comes to the Village after serving as a Civil Engineer with the City of Kenosha for 2 years and 11 years as a Project Engineer with McMahon Group (Neenah, WI) – an engineering services company with over 125 employees catering to both public and private sector clients.

Village Engineer Jeff Hansen introduced himself to the Village Board.

Trustee Christensen moved to adopt the resolution. Trustee Dewart seconded the motion. The motion passed on a unanimous voice vote.

14. ITEM #14 – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE DEPUTY CHIEF OF POLICE EMPLOYMENT AGREEMENT

President O’Hara reported since his appointment Deputy Chief of Police Mike Hosking has proven himself as an essential asset to the Village’s police management team. As envisioned, he has provided strong administrative support and professional development to our Sergeants and Officers all during a very busy period that included a transition to a joint public safety dispatch center. In accordance with Section 7A of the Employment Agreement by and between the Village of Lake Bluff and Deputy Chief of Police Hosking, Police Chief Belmonte has conducted a performance review and determined that it is in the best interests of the Village to adjust Deputy Chief Hosking’s compensation to be consistent with the Village’s Official Pay Plan and to recognize his significant organizational contributions during the past performance review period. Specifically, the Deputy Chief of Police’s annual base salary will be set at \$109,180 effective May 1, 2015 and he will receive an additional week of vacation leave per year. Additionally, Deputy Chief Hosking has agreed to a one-year extension. This is the first amendment to the Deputy Chief of Police’s Employment Agreement.

Trustee Meyer moved to adopt the resolution. Trustee Josephitis seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Josephitis, Meyer, Ankenman, Christensen, Dewart and Grenier
Nays: (0)
Absent: (0)

15. ITEM #15 – A RESOLUTION APPROVING AN EASEMENT AGREEMENT BY AND BETWEEN THE VILLAGE AND TARGET CORPORATION (Target PCD – Bicycle and Pedestrian Path)

AND

16. ITEM #16 – A RESOLUTION APPROVING AN EASEMENT AGREEMENT BY AND BETWEEN THE VILLAGE AND OXFORD REAL ESTATE EQUITIES, LLC (Target PCD – Bicycle and Pedestrian Path)

AND

17. ITEM #17 – A RESOLUTION APPROVING AN EASEMENT AGREEMENT BY AND BETWEEN THE VILLAGE AND TARGET CORPORATION (Target PCD – Water Main)

AND

18. ITEM #18 – A RESOLUTION APPROVING AN EASEMENT AGREEMENT BY AND BETWEEN THE VILLAGE AND TARGET CORPORATION (Target PCD – Water Main)

President O’Hara reported Village Ordinance No. 2013-15 previously approved a special use permit for the planned commercial development (PCD) and final plat of subdivision for the Target

Development Project. Pursuant to Section 9.0 of the PCD Ordinance and the Section 4.C of the previously approved Development Agreement, Target Corporation (Target) and Oxford Real Estate Equities, LLC (Oxford) agreed to construct, and dedicate to the Village, a pedestrian and bicycle path along portions of the east and southerly side of the development site. Pursuant to the Final Plat of Subdivision for the development property, Target and Oxford agreed, rather than dedicating the pedestrian and bicycle path to the Village, to grant the Village a permanent, non-exclusive easement for the pedestrian and bicycle path.

President O'Hara reported the pedestrian and bicycle path has now been constructed and an easement agreement for the portion of the pedestrian and bicycle path on the portion of the property owned by Target Corporation, has been prepared which grants the Village a non-exclusive easement to operate, maintain and reconstruct the path when necessary. Approval of the attached Resolution approving the easement agreement is recommended. A separate easement agreement will be processed with Oxford for the portion of the pedestrian and bicycle path on the Oxford property.

Village Attorney Friedman clarified the requests for action and noted agenda items #15 and #16 are for the bicycle/pedestrian path easement agreement and agenda items #17 and #18 are for the water main easement agreement. He further noted there are two easement agreements because Target Corporation and Oxford Real Estate Equities, LLC owns the portions of the property associated with both the water main and bicycle path.

Following a comment from the Village Board, Village Administrator Irvin advised the original PCD Agreement called for a dedication of property; however, when the plat of subdivision was approved it showed it as an easement. He further noted an easement agreement is the best legal instrument to convey responsibilities of each respective party and noted the responsibilities remain as outlined in the original agreement.

Village Attorney Friedman stated both easement agreements specify that nothing can interfere with using these pieces of land for the bicycle/pedestrian path and the water main.

Trustee Meyer moved to approve agenda items #15, #16, #17 and #18 collectively. Trustee Josephitis seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Meyer, Ankenman, Christensen, Dewart, Grenier and Josephitis
Nays: (0)
Absent: (0)

19. ITEM #19 – AN ORDINANCE AMENDING PROVISIONS OF TITLE III OF THE LAKE BLUFF MUNICIPAL CODE CONCERNING THE NUMBER OF LIQUOR LICENSES AND CLASS A LICENSES

President O'Hara reported the Village anticipates receiving a liquor license application from Target Corporation prior to the upcoming Village Board meeting on June 8, 2015. The forthcoming application seeks approval of a Class A license which authorizes the retail sale of alcohol, in the original package and not for consumption on the premises where sold, as well as limited alcohol tasting activities. Section 3-2-10 of the Municipal Code establishes the maximum

number of alcoholic beverage licenses (by classification) available for issuance. She further noted the liquor regulations allow for two Class A licenses (held by Heinen's and Wisma). Therefore, it is recommended the Village Board amend Section 3-2-10 of the Municipal Code to increase the number of licenses for Class A from two to three.

Village Administrator Irvin confirmed the Village has received a liquor license application from Target.

Trustee Grenier moved to approve first reading of the ordinance. Trustee Dewart seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Ankenman, Christensen, Dewart, Grenier, Josephitis and Meyer
Nays: (0)
Absent: (0)

Village Administrator Irvin provided an update on the onsite and offsite improvements for the Target PCD and noted Target's grand opening is scheduled for July 27th. A brief discussion followed.

Village Administrator Irvin stated the western outlot building, which was previously identified as a bank, is now intended to have restaurants and a small financial institution. The original development agreement included an itemized list of uses for the outlot buildings which complies with the Village's vision for the area.

Building Codes Supervisor Michael Croak stated the Petitioners advised of their intent to submit plans for two restaurants and a pre-standing automated teller machine located in the outlot building on the northwest corner. He further noted Potbelly's will be the first restaurant to open dependent upon completion of the off-site improvements. In addition, he provided an update on the remaining proposed tenants for the southernmost outlot building.

20. ITEM #20 – TRUSTEE'S REPORT

There was no Trustee's report.

21. ITEM #21 – EXECUTIVE SESSION

At 7:32 p.m. Trustee Christensen moved to enter into Executive Session for the purpose of discussing Personnel (5 ILCS 120/2(c)(2)). Trustee Meyer seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Ankenman, Christensen, Dewart, Grenier, Josephitis and Meyer
Nays: (0)
Absent: (0)

There being no further business to discuss, Trustee Grenier moved to adjourn out of executive session. Trustee Josephitis seconded the motion and the motion passed on a unanimous voice vote at 7:50 p.m.

22. ITEM #22 – ADJOURNMENT

Trustee Dewart moved to adjourn the regular meeting. Trustee Meyer seconded the motion and the motion passed on a unanimous voice vote. The meeting adjourned at 7:55 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, 2015

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 \$279,516.10 for June 16-30, 2015.

Total Expenditures of \$279,516.10

Reports and Documents Attached:

1. Warrant Report for June 16-30, 2015 \$279,516.10 (dated 6/22/15)

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 **\$279,516.10**

Date Referred to Village Board: 6/22/2015

DATE: 06/17/15
TIME: 14:52:53
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 06/22/2015

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

ACEHARD ACE HARDWARE							
307450/1	06/11/15	01	ICE MACHINE CLEANER:PUB WKS	01-80-910-43660		06/22/15	10.99
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	10.99
						VENDOR TOTAL:	10.99
ADP ADP INC.							
455960026	06/12/15	01	PAYROLL PROCESSING:5/28/15	01-60-610-41304		06/22/15	209.80
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	209.80
455960507	06/12/15	01	PAYROLL/TIME/ATTENDANCE	01-60-610-41304		06/22/15	412.80
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	412.80
						VENDOR TOTAL:	622.60
AFLAC AFLAC							
525651	06/12/15	01	AFLAC 'EE CONTR:5/28 & 6/11/15	01-20-102-65500		06/22/15	158.86
				AFLAC PAYABLE			
						INVOICE TOTAL:	158.86
						VENDOR TOTAL:	158.86
AIRONEEQ AIR ONE EQUIPMENT, INC.							
100466	12/31/14	01	FIRE FIGHTER GLOVES	01-70-730-42420		06/22/15	65.61
				UNIFORMS			
						INVOICE TOTAL:	65.61
						VENDOR TOTAL:	65.61
FFANDEDA DAVID ANDERSON							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	310.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	310.00
						VENDOR TOTAL:	310.00

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INVOICES DUE ON/BEFORE 06/22/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
FFANDEGR GREG ANDERSON							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	5.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	5.00
						VENDOR TOTAL:	5.00
AT & T AT & T							
1506 615-2726	06/04/15	01	LCL PH SRVC:WATER TOWER	46-80-800-43210		06/22/15	82.19
				TELEPHONE			
						INVOICE TOTAL:	82.19
1506 734-5820	06/07/15	01	SPO LEASE	32-70-711-47600		06/22/15	617.01
				SPO LEASE PAYMENT			
						INVOICE TOTAL:	617.01
						VENDOR TOTAL:	699.20
AVERUS AVERUS							
F.2221493	04/28/15	01	RE-CHRG FIRE EXTINGUISHER:PSB	01-70-930-41000		06/22/15	93.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	93.00
						VENDOR TOTAL:	93.00
FFBELEJA JASON BELEC							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	185.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	185.00
						VENDOR TOTAL:	185.00
FFBENGE DAVID BENGE							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	50.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00

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DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 06/22/2015

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

BHFLLC BHF LLC							
202104	06/04/15	01	ADD'L SITE DRAWING COPIES OF	01-60-680-43400		06/22/15	75.60
		02	TARGET	PRINTING ** COMMENT **			
						INVOICE TOTAL:	75.60
						VENDOR TOTAL:	75.60
FFBRUNND DANIEL BRUNNER							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	340.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	340.00
						VENDOR TOTAL:	340.00
CALLONE CALL ONE							
1010-9117-1505	06/15/15	01	POTS LINES:VH ELEVATOR	01-60-610-43210		06/22/15	26.40
				TELEPHONE			
		02	POTS LINES:DISPATCH	01-70-711-43210			100.55
				TELEPHONE			
		03	POTS LINES:FIRE	01-70-730-43210			56.57
				TELEPHONE			
		04	POTS LINES:PUB WKS	01-80-910-43210			157.13
				TELEPHONE			
						INVOICE TOTAL:	340.65
						VENDOR TOTAL:	340.65
FFCASTRI RICH CASTRO							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	440.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	440.00
						VENDOR TOTAL:	440.00
FFCEISST STEPHEN CEISEL							

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-- VILLAGE OF LAKE BLUFF --
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FFCEISST STEPHEN CEISEL							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	243.75
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	243.75
						VENDOR TOTAL:	243.75
CLCJAWA CENTRAL LAKE COUNTY JOINT							
MAY 2015	06/01/15	01	H2O PURCHASES-MAY 2015	46-80-800-44100		06/22/15	51,724.00
				WATER PURCHASES			
						INVOICE TOTAL:	51,724.00
						VENDOR TOTAL:	51,724.00
CHITRICL CHICAGO TRIBUNE							
002016098	05/05/15	01	PUBLIC NOTICE:101 WKGN RD	01-20-202-20580		06/22/15	55.20
				ZONING ESCROW-101 WAUKEGAN			
						INVOICE TOTAL:	55.20
						VENDOR TOTAL:	55.20
FFCLARKM MICHAEL J. CLARK							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	162.50
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	162.50
						VENDOR TOTAL:	162.50
COMED COM ED							
1023120097 1505	06/04/15	01	ELECTR:ST LIGHTS (VILL OWNS)	01-80-840-43230		06/22/15	430.92
		02	5/4/15-6/3/15	UTILITIES/STREET LIGHTS			
				** COMMENT **			
						INVOICE TOTAL:	430.92
2030627002 1505	06/08/15	01	ELECTR:1 GR BAY RD-SS #176	01-80-840-43230		06/22/15	63.76
				UTILITIES/STREET LIGHTS			

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COMED	COM ED						
2030627002 1505	06/08/15	02	5/8-6/8/15	** COMMENT **		06/22/15	
						INVOICE TOTAL:	63.76
3533022019 1505	06/05/15	01	ELECTR:SAN LFT STN:520 LKLND	01-80-890-43230		06/22/15	755.89
		02	ELECTR:WATER TOWER 4/9-5/8/15	46-80-800-43230			236.22
				ELECTRIC UTILITY		INVOICE TOTAL:	992.11
435147130 1505	06/02/15	01	ELECTR:ST LIGHTS (VILL RENTS)	01-80-840-43230		06/22/15	3,818.11
		02	4/30-6/1/15	UTILITIES/STREET LIGHTS			
				** COMMENT **		INVOICE TOTAL:	3,818.11
5190012013 1505	06/05/15	01	ELECTR:WALNUT PRKNG LOT LIGHTS	01-80-840-43230		06/22/15	53.39
		02	5/8-6/5/15	UTILITIES/STREET LIGHTS			
				** COMMENT **		INVOICE TOTAL:	53.39
						VENDOR TOTAL:	5,358.29
COMCAST COMCAST CABLE							
6/16-7/15/15	06/09/15	01	COMMUNITY ROOM INTERNET ACCESS	01-70-930-41300		06/22/15	97.75
		02	6/16-7/15/15	INTERNET/COMPUTER SERVICES			
		03	CREDIT	** COMMENT **			
				01-70-930-41300			-95.47
				INTERNET/COMPUTER SERVICES		INVOICE TOTAL:	2.28
						VENDOR TOTAL:	2.28
FFHARWOC CULLEN HARWOOD							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	75.00
				VOLUNTEER FIREFIGHTERS		INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00

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FFDALPDA DAN DALPONTE							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	825.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	825.00
						VENDOR TOTAL:	825.00
DANTHE DAN THE KEY MAN							
89958	06/11/15	01	KEYS:VILL HALL	01-60-900-43660		06/22/15	5.50
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	5.50
						VENDOR TOTAL:	5.50
DEMUTHIN DE MUTH INC							
HP2839	05/15/15	01	EMERG SANITARY SEWER REP'R	01-20-102-20000		06/22/15	7,500.00
				ACCOUNTS PAYABLE			
		02	E WITCHWOOD/CIRCLE	** COMMENT **			
						INVOICE TOTAL:	7,500.00
						VENDOR TOTAL:	7,500.00
FFDELRDE DEVIN DELRICCO							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	45.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	45.00
						VENDOR TOTAL:	45.00
FFDERAMT TONY DERAM							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	10.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	10.00
						VENDOR TOTAL:	10.00
FFDEWARJ JOHN DEWART							

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FFDEWARJ JOHN DEWART							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	20.00
			VOLUNTEER FIREFIGHTERS				
						INVOICE TOTAL:	20.00
						VENDOR TOTAL:	20.00
DKORGAN DK ORGANICS, LLC							
MAY 2015	05/01/15	01	YARDWASTE COMPOST:MAY 2015	01-80-850-44670		06/22/15	3,191.76
			YARD WASTE DISPOSAL				
						INVOICE TOTAL:	3,191.76
						VENDOR TOTAL:	3,191.76
FFDUNNDA DANIEL DUNN JR							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,012.50
			VOLUNTEER FIREFIGHTERS				
						INVOICE TOTAL:	1,012.50
						VENDOR TOTAL:	1,012.50
ELFERINP PETER ELFERING							
SFTY BOOTS 2015	06/01/15	01	SAFETY BOOTS: ELFERING	46-80-800-42420		06/22/15	100.00
			UNIFORMS				
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
FEECEOIL FEECE OIL COMPANY							
3361568	06/10/15	01	GASOLINE:1300 GALLONS	01-10-301-55100		06/22/15	3,628.56
			GASOLINE INVENTORY				
						INVOICE TOTAL:	3,628.56
						VENDOR TOTAL:	3,628.56
FFQUACKS SCOTT QUACKENBUSH							

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FFQUACKS SCOTT QUACKENBUSH							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	593.75
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	593.75
						VENDOR TOTAL:	593.75
FFSCHAER RYAN SCHAEFER							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	931.25
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	931.25
						VENDOR TOTAL:	931.25
FILTERSE FILTER SERVICES							
INV117939	06/02/15	01	FURNACE FILTERS:PUB WKS	01-80-910-43660		06/22/15	131.12
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	131.12
						VENDOR TOTAL:	131.12
FRANKSWI WILLIAM Y. FRANKS							
MAY 2015	06/09/15	01	PROSECUTIONS-MAY 2015	01-60-600-41351		06/22/15	2,028.00
				PROSECUTION SERVICES			
						INVOICE TOTAL:	2,028.00
						VENDOR TOTAL:	2,028.00
00000537 GEWALT HAMILTON ASSOC., INC.							
4478.000-26	05/15/15	01	MISC ENGINEERING/PLAN REVIEW	01-20-102-20000		06/22/15	855.00
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	855.00
4478.002-32	05/15/15	01	ITEP SIDEWALK DESIGN	01-20-102-20000		06/22/15	2,484.24
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	2,484.24

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00000537 GEWALT HAMILTON ASSOC., INC.							
4478.009-2	05/15/15	01	RT176 ROADWAY IMPROVE/TARGET	01-20-102-20000		06/22/15	10,995.50
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	10,995.50
4478.010-1	05/15/15	01	2015 ROADWAY IMPROVEMENT COST	01-20-102-20000		06/22/15	3,314.25
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	3,314.25
						VENDOR TOTAL:	17,648.99
FFGOODWI WILLIAM GOODMAN							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	2,681.25
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	2,681.25
						VENDOR TOTAL:	2,681.25
GRAFDAVI DAVID GRAF							
ISO INSPECTOR MTG	06/02/15	01	INSURANCE SRVC'S OFCR MTG:GRAF	01-70-730-40900		06/22/15	46.22
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	46.22
						VENDOR TOTAL:	46.22
FFGRAFDA DAVID GRAF							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	3,350.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	3,350.00
						VENDOR TOTAL:	3,350.00
FFGRAFTY TYLER S GRAF							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	425.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	425.00
						VENDOR TOTAL:	425.00

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GRAINGER W. W. GRAINGER, INC.							
9763576205	06/10/15	01	EAR PLUGS/GATORADE:PUB WKS	01-80-910-43660		06/22/15	156.94
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	156.94
						VENDOR TOTAL:	156.94
FFGRESJO JOHN GRESENS							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	40.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	40.00
						VENDOR TOTAL:	40.00
GRIFFINS SUSAN GRIFFIN							
GFOA TRAVEL EXPENSES	06/10/15	01	REIMBURSE GFOA TRAVEL EXPENSES	01-60-610-42410		06/22/15	1,259.57
				CONFERENCES			
						INVOICE TOTAL:	1,259.57
						VENDOR TOTAL:	1,259.57
GROOT GROOT INDUSTRIES							
13311530	06/01/15	01	WASTE DISPOSAL/RECYCLNG:JUN 15	01-80-850-41305		06/22/15	45,452.80
				WASTE/RECYCLING CONTRACT			
						INVOICE TOTAL:	45,452.80
						VENDOR TOTAL:	45,452.80
STRENGER H. T. STRENGER, INC.							
3474-887148	05/20/15	01	REP'L HOT WATER HEATER:DEPOT	01-80-920-41000		06/22/15	1,490.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	1,490.00
						VENDOR TOTAL:	1,490.00
FFHARNES ELIZABETH HARNES							

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FFHARNES ELIZABETH HARNESS							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	455.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	455.00
						VENDOR TOTAL:	455.00
FFHARTWI WILLIAM HART							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	15.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	15.00
						VENDOR TOTAL:	15.00
HAVEYCOM HAVEY COMMUNICATIONS, INC.							
5383	05/16/15	01	INSTALL ARBITRATOR SQD CAR	01-70-710-49400		06/22/15	3,600.00
		02	VIDEO SYSTEM	EQUIPMENT			
				** COMMENT **			
						INVOICE TOTAL:	3,600.00
						VENDOR TOTAL:	3,600.00
HDSUPPLY HD SUPPLY WATERWORKS, LTD							
E001740	06/02/15	01	MULTI METER READER DEVICE	46-80-800-43575		06/22/15	271.74
		02	TARGET OUTLET BUILDING	WATER METERS			
				** COMMENT **			
						INVOICE TOTAL:	271.74
						VENDOR TOTAL:	271.74
FFHICKSJ JOHN HICKS							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	230.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	230.00
						VENDOR TOTAL:	230.00

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R0001525 PATRICK HIRSCH							
DRIVEWAY REP'R	06/02/15	01	REP'R/REP'L DRIVEWAY PAVERS	01-80-840-49216		06/22/15	1,300.00
		02	DISTURBED BY STREET PROJECT	STREET REHAB PROJECTS NON-			
				** COMMENT **			
						INVOICE TOTAL:	1,300.00
						VENDOR TOTAL:	1,300.00
HOLLAND HOLLAND & KNIGHT LLP							
MAY 2015	06/08/15	01	LEGAL SERVICES:MAY 15	01-60-600-41350		06/22/15	4,626.00
		02	FINANCE MATTERS:MAY 15	LEGAL SERVICES			185.50
		03	PCZBA/HPC/ARB MATTERS:MAY 15	01-60-600-41350			1,192.50
		04	BLDG PERMIT/CODE ISSUES:MAY 15	LEGAL SERVICES			53.00
		05	DONATI'S ESCROW:MAY 15	01-60-680-41350			
		06	925 SHERWOOD ESCROW:MAY 15	LEGAL SERVICE			397.50
		07	WIMBLEDON EST ESCROW:MAY 15	01-20-202-20581			477.00
		08	TARGET PROP ESCROW:MAY 15	DONATI'S ESCROW			795.00
		09	LINDEMANN ESCROW:MAY 15	01-20-202-20582			2,040.50
		10	404 MOFFETT ESCROW:MAY 15	NS DERM 925 SHERWOOD ESCRO			397.50
		11	101 WKG N RD ESCROW:MAY 15	01-20-202-20563			530.00
				ZONING ESCROW-WIMBLEDON ES			927.50
				01-20-202-20557			
				ZONING ESCROW SHEPARD REDE			
				01-20-202-20575			
				ZONING ESCROW-LINDEMANN CH			
				01-20-202-20579			
				ZONING ESCROW-404 MOFFETT			
				01-20-202-20580			
				ZONING ESCROW-101 WAUKEGAN			
						INVOICE TOTAL:	11,622.00
						VENDOR TOTAL:	11,622.00
ICMA RET ICMA RETIREMENT TRUST 457							

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ICMA RET ICMA RETIREMENT TRUST 457								
6/11 PAYROLL DEDUCT	06/11/15	01	6/11 'EE PAYROLL DEDUCTION	01-20-102-45000		06/22/15	168.84	
				ICMA 457 PLAN PAYABLE				
		02	6/11 'EE PAYROLL DEDUCTION	01-20-102-45000			422.08	
				ICMA 457 PLAN PAYABLE				
						INVOICE TOTAL:	590.92	M
6/11 W/H	06/11/15	01	6/11 'EE W/H	01-20-102-45000		06/22/15	3,059.71	
				ICMA 457 PLAN PAYABLE				
						INVOICE TOTAL:	3,059.71	M
						VENDOR TOTAL:	3,650.63	
ILCMA I L C M A CENTER FOR GOV'T								
2015-16 DUES:STANICK	06/03/15	01	2015-16 MEMBER DUES:STANICK	01-60-600-42440		06/22/15	171.25	
				DUES				
						INVOICE TOTAL:	171.25	
						VENDOR TOTAL:	171.25	
IMPACTNE IMPACT NETWORKING LLC								
500326	05/13/15	01	DOCUWARE RMS MAINT:8/1/15-	01-60-600-41200		06/22/15	2,750.00	
				MAINTENANCE EQUIPMENT				
		02	7/31/16	** COMMENT **				
						INVOICE TOTAL:	2,750.00	
						VENDOR TOTAL:	2,750.00	
IUOEADM INT'L UNION OF OPER ENGINEERS								
6/11 W/H	06/11/15	01	6/11 'EE IUOE ADMIN DUES	01-20-102-49000		06/22/15	312.48	
				UNION DUES PAYABLE				
						INVOICE TOTAL:	312.48	
						VENDOR TOTAL:	312.48	M
IUOEMEMB INT'L UNION OF OPER ENGINEERS								

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IYOEMEMB INT'L UNION OF OPER ENGINEERS							
6/11 W/H	06/11/15	01	6/11 'EE IUOE MEMBERSHIP DUES	01-20-102-49000		06/22/15	82.39
			UNION DUES PAYABLE				
						INVOICE TOTAL:	82.39
						VENDOR TOTAL:	82.39
INTOXIME INTOXIMETERS, INC.							
500203	06/02/15	01	REP'R BREATHALIZER:POLICE	01-70-710-41200		06/22/15	198.50
			MAINTENANCE EQUIPMENT				
						INVOICE TOTAL:	198.50
						VENDOR TOTAL:	198.50
IRMA IRMA							
IVC0009292	04/07/15	01	PUB WKS FLAGGER TRNG	01-80-840-40600		06/22/15	102.00
			WORK COMP/LIABILITY INS DE				
						INVOICE TOTAL:	102.00
IVC0009349	05/20/15	01	POLICE LEADRSHP CMTE: (3)	01-70-710-42400		06/22/15	114.75
			TRAINING/EDUCATION				
						INVOICE TOTAL:	114.75
						VENDOR TOTAL:	216.75
J&BMEDSU J & B MEDICAL SUPPLY							
2256859	05/28/15	01	MEDICAL SUPPLIES:FIRE	01-70-730-43570		06/22/15	96.90
			OPERATING SUPPLIES				
						INVOICE TOTAL:	96.90
						VENDOR TOTAL:	96.90
FFKLUCHM MATT KLUCHKA							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,243.75
			VOLUNTEER FIREFIGHTERS				
						INVOICE TOTAL:	1,243.75
						VENDOR TOTAL:	1,243.75

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KLUCHMAT MATTHEW KLUCHKA							
CREW MEAL 6/2/15	06/02/15	01	6/2/15 CREW MEAL: FIRE	01-70-730-40900		06/22/15	48.73
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	48.73
						VENDOR TOTAL:	48.73
FFKLUCR RUSSELL KLUCHKA							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,300.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	1,300.00
						VENDOR TOTAL:	1,300.00
FFKLUCJE JERRY KLUCHKA							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	956.25
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	956.25
						VENDOR TOTAL:	956.25
FFKLUCTI TIMOTHY M KLUCHKA							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,131.25
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	1,131.25
						VENDOR TOTAL:	1,131.25
FFKRUMJO JOHN KRUMSEE							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,175.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	1,175.00
						VENDOR TOTAL:	1,175.00
POLPEN LAKE BLUFF POLICE PENSION FUND							

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POLPEN LAKE BLUFF POLICE PENSION FUND							
6/11 W/H	06/11/15	01	6/11 'EE POLPEN W/HELD	01-20-102-45500		06/22/15	4,559.31
				POLICE PENSION EE CONTRIBU			
						INVOICE TOTAL:	4,559.31
						VENDOR TOTAL:	4,559.31
LCMJCAT LAKE COUNTY MAJOR CRASH							
2015-1	06/09/15	01	2015-16 MEMBERSHIP DUES:POLICE	01-70-710-42440		06/22/15	250.00
		02	5/1/15-4/30/16	DUES			
				** COMMENT **			
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	250.00
LCRECORD LAKE COUNTY RECORDER							
2015-00031836	05/20/15	01	RECORD FEES:PRAIRIE ESPRESSO	01-20-202-20577		06/22/15	31.00
				ZONING ESCROW-PRAIRIE ESPR			
						INVOICE TOTAL:	31.00
						VENDOR TOTAL:	31.00
LFACUTE LAKE FOREST ACUTE CARE							
NEW 'EE PHYSICAL	06/09/15	01	NEW 'EE PHYSICAL:JEFF HANSEN	01-60-680-42450		06/22/15	119.00
				RECRUITMENT			
						INVOICE TOTAL:	119.00
						VENDOR TOTAL:	119.00
LF CITY CITY OF LAKE FOREST							
16314	06/02/15	01	AMBULANCE CALLS FY15 QTR 4	01-20-102-20000		06/22/15	57,640.00
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	57,640.00
						VENDOR TOTAL:	57,640.00
LAWSONPR LAWSON PRODUCTS, INC.							

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
LAWSONPR LAWSON PRODUCTS, INC.							
9303339738	06/10/15	01	VEHICLE MAINT SUPPLIES	01-80-840-43640		06/22/15	79.90
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	79.90
						VENDOR TOTAL:	79.90
LEADSONL LEADS ONLINE							
231890	05/01/15	01	LEADS ON LINE TRACKING SOFTWR	01-70-710-41300		06/22/15	1,758.00
		02	7/1/15-6/30/16	COMPUTER SERVICES			
				** COMMENT **			
						INVOICE TOTAL:	1,758.00
						VENDOR TOTAL:	1,758.00
LECHNER LECHNER & SONS UNIFORM RENTAL							
2032848	06/05/15	01	UNIFORMS: FORESTRY	01-80-860-42420		06/22/15	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			22.91
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			1.72
				UNIFORMS			
		04	UNIFORMS: PUB WKS	01-80-910-42420			18.37
				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:	59.02
2035660	06/12/15	01	UNIFORMS: FORESTRY	01-80-860-42420		06/22/15	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			22.91
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			1.72
				UNIFORMS			

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LECHNER LECHNER & SONS UNIFORM RENTAL							
2035660	06/12/15	04	UNIFORMS: PUB WKS	01-80-910-42420		06/22/15	18.37
		05	UNIFORMS: WATER	46-80-800-42420			1.00
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			10.23
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	59.02
						VENDOR TOTAL:	118.04
LEXISNEX LEXISNEXIS							
71669728	05/26/15	01	IL CRIME/TRAFFIC LAW UPDATE:	01-70-710-42460		06/22/15	64.08
		02	POLICE	PUBLICATIONS			
				** COMMENT **			
						INVOICE TOTAL:	64.08
						VENDOR TOTAL:	64.08
LOWE'S LOWE'S							
920894	05/26/15	01	REP'R PART:VILL HALL FOUNTAIN	01-60-900-43660		06/22/15	14.05
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	14.05
						VENDOR TOTAL:	14.05
FFMARSGR GREGG MARSH							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	2,506.25
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	2,506.25
						VENDOR TOTAL:	2,506.25
FFQUICKM MATTHEW QUICK							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	462.50
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	462.50
						VENDOR TOTAL:	462.50

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MC CUTPA PAMELA McCUTCHEON							
DSS TRNG	06/02/15	01	NEW WORLD CAD TRNG/GLENVIEW	01-70-711-42400		06/22/15	94.76
				TRAINING/EDUCATION			
						INVOICE TOTAL:	94.76
						VENDOR TOTAL:	94.76
FFMCGRJO JOE MCGRATH							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	375.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	375.00
						VENDOR TOTAL:	375.00
FFMIDDAU HARRISON MIDDGAUGH							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,350.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	1,350.00
						VENDOR TOTAL:	1,350.00
MINNLIFE MINNESOTA LIFE							
JUNE 2015	06/05/15	01	IND LIFE PREM:FINANCE-JUN 15	01-60-610-40420		06/22/15	204.67
				LIFE INSURANCE			
		02	IND LIFE PREM:ADMIN-JUN 15	01-60-600-40420			97.95
				LIFE INSURANCE			
		03	IND LIFE PREM:POLICE-JUN 15	01-70-710-40420			85.75
				LIFE INSURANCE			
		04	IND LIFE PREM:PRK DIST-JUN 15	01-10-201-37200			36.09
				DUE FROM PARK DISTRICT			
						INVOICE TOTAL:	424.46
						VENDOR TOTAL:	424.46
FFMULLPA PATRICK MULLADY JR.							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	65.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	65.00
						VENDOR TOTAL:	65.00

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NCCPETER NCC PETERSEN PRODUCTS							
67152	06/05/15	01	JANITORIAL SUPPLIES:PUB WKS	01-80-910-43660		06/22/15	95.84
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	95.84
						VENDOR TOTAL:	95.84
NEWS-SUN NEWS-SUN							
6/28/15-6/28/16	06/02/15	01	ANN'L NEWS-SUN DELIVERY:POLICE	01-70-710-42460		06/22/15	102.96
		02	6/28/15-6/28/16	PUBLICATIONS			
				** COMMENT **			
						INVOICE TOTAL:	102.96
						VENDOR TOTAL:	102.96
NORSHPRI NORTH SHORE PRINTERS, INC.							
0101716-IN	06/05/15	01	2015 FARMERS MRKT POSTERS	01-60-650-44610		06/22/15	179.00
				FARMER'S MARKET			
						INVOICE TOTAL:	179.00
						VENDOR TOTAL:	179.00
NOSHRWAT NORTH SHORE WATER RECLAMATION							
3051124	06/06/15	01	WASTEWATER TREATMENT:V HALL	01-60-900-43230		06/22/15	10.44
		02	2/13-5/15/15	UTILITIES			
				** COMMENT **			
						INVOICE TOTAL:	10.44
3051126	06/06/15	01	WASTEWATER TREATMENT:PSB	01-70-930-43230		06/22/15	39.44
		02	2/13-5/14/15	UTILITIES			
				** COMMENT **			
						INVOICE TOTAL:	39.44
3051635	06/06/15	01	WASTEWATER TREATMENT:DEPOT	01-80-920-43230		06/22/15	8.12
				UTILITIES			

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NOSHRWAT NORTH SHORE WATER RECLAMATION							
3051635	06/06/15	02	2/5-5/4/15			06/22/15	
				** COMMENT **			
						INVOICE TOTAL:	8.12
						VENDOR TOTAL:	58.00
NORTHTRU NORTHERN TRUST BANK							
SAFE DEP BOX RENTAL	04/28/15	01	SAFE DEPOSIT BOX RENTL FY15-16	01-60-610-41304		06/22/15	135.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	135.00
						VENDOR TOTAL:	135.00
PERFMEDI PERFORMANCE MEDIA							
39727	06/09/15	01	AD IN RAVINA FAMILY GUIDE:	01-60-650-44610		06/22/15	750.00
		02	FARMERS MARKET	FARMER'S MARKET			
				** COMMENT **			
						INVOICE TOTAL:	750.00
						VENDOR TOTAL:	750.00
PETTIBON P. F. PETTIBONE & CO.							
33313	05/29/15	01	POLICE CITATION TICKETS	01-70-710-43400		06/22/15	417.90
				PRINTING			
						INVOICE TOTAL:	417.90
						VENDOR TOTAL:	417.90
PREMIERD PREMIER DOOR CORPORATION							
12933	05/28/15	01	REP'R FIRE BAY DOOR	01-70-930-41000		06/22/15	1,400.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	1,400.00
						VENDOR TOTAL:	1,400.00
QUILL QUILL CORP.							

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QUILL	QUILL CORP.						
4628336	05/29/15	01	OFFICE SUPPLIES:FIRE	01-70-730-43650		06/22/15	51.38
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	51.38
						VENDOR TOTAL:	51.38
R0001524 RELIANCE PLUMBING							
	06/11/15	01	REFUND BOND:408 W HAWTHRN CT	01-20-202-20100		06/22/15	1,000.00
		02	CREDIT CARD FEE	01-20-202-20100			-26.00
				PARKWAY BONDS			
				PARKWAY BONDS			
						INVOICE TOTAL:	974.00
						VENDOR TOTAL:	974.00
RICOH RICOH USA, INC							
5035837503	05/01/15	01	V H COPIER MAINT:2/1-4/30/15	01-20-102-20000		06/22/15	1,575.93
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	1,575.93
						VENDOR TOTAL:	1,575.93
SCHELHAS WILLIAM A. SCHELHAS							
MAY 2015	06/15/15	01	VLB SHARE PROD ASST:MAY 2015	01-60-600-41304		06/22/15	1,120.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	1,120.00
						VENDOR TOTAL:	1,120.00
FFSEYMJA JAMES G SEYMOUR							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	412.50
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	412.50
						VENDOR TOTAL:	412.50

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SHERAUTO SHERIDAN AUTO PARTS							
866936	06/02/15	01	OIL FILTER #535	01-80-870-43640		06/22/15	15.83
				MAINTENANCE SUPPLIES-VEHIC			
		02	OIL FILTER #808	01-80-860-43640			8.52
				MAINT. SUPPLIES-VEHICLES			
						INVOICE TOTAL:	24.35
868211	06/12/15	01	OIL FILTER SQD #27/BULBS	01-70-710-43640		06/22/15	11.24
				MAINTENANCE SUPPLIES-VEHIC			
		02	OIL FILTER #850	01-80-860-43640			4.23
				MAINT. SUPPLIES-VEHICLES			
						INVOICE TOTAL:	15.47
						VENDOR TOTAL:	39.82
STAPLES STAPLES ADVANTAGE							
3253372204C	03/05/15	01	OFFICE SUPPLIES CREDIT	01-70-710-43550		06/22/15	-5.00
				OFFICE SUPPLIES			
						INVOICE TOTAL:	-5.00
3253372205C	03/05/15	01	OFFICE SUPPLIES CREDIT	01-70-710-43550		06/22/15	-0.07
				OFFICE SUPPLIES			
						INVOICE TOTAL:	-0.07
3255149228C	03/05/15	01	OFFICE SUPPLIES CREDIT	01-70-710-43550		06/22/15	-0.66
				OFFICE SUPPLIES			
						INVOICE TOTAL:	-0.66
3260791980	03/22/15	01	OFFICE SUPPLIES:POLICE	01-70-710-43550		06/22/15	10.80
				OFFICE SUPPLIES			
						INVOICE TOTAL:	10.80
3268075387	06/03/15	01	OFFICE SUPPLIES:POLICE	01-70-710-43550		06/22/15	68.65
				OFFICE SUPPLIES			
						INVOICE TOTAL:	68.65
						VENDOR TOTAL:	73.72

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STATEDIS STATE DISBURSEMENT UNIT							
6/11	PAYROLL DEDUCT	06/11/15	01 6/11 'EE PAYROLL DEDUCTION	01-20-102-51000		06/22/15	579.69
				WAGE ASSIGNMENT PAYABLE			
						INVOICE TOTAL:	579.69
						VENDOR TOTAL:	579.69
FFSTYPIR IREK STYPIK							
15-01		06/16/15	01 VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	243.75
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	243.75
						VENDOR TOTAL:	243.75
TAPCOTRA TAPCO TRAFFIC & PARKING							
I491779		06/10/15	01 CBD PARKING SIGNS	01-80-840-43691		06/22/15	85.80
				STREET SIGNS			
						INVOICE TOTAL:	85.80
						VENDOR TOTAL:	85.80
TESKA TESKA ASSOCIATES INC.							
5876		05/22/15	01 VISIONING PROGRAM:APRIL 2015	01-20-102-20000		06/22/15	2,696.88
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	2,696.88
5877		05/22/15	01 VISIONING PROGRAM:APRIL 2015	01-20-102-20000		06/22/15	3,040.00
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	3,040.00
						VENDOR TOTAL:	5,736.88
THEEXCHA THE CHEVY EXCHANGE							
38969		06/15/15	01 LUG NUTS FOR SQD CARS	01-70-710-43640		06/22/15	85.12
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	85.12
						VENDOR TOTAL:	85.12

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TOSHIBA TOSHIBA BUSINESS SOLUTIONS							
11914659	05/29/15	01	ANN'L COPIER MAINT:POLICE	01-70-710-41200		06/22/15	1,529.33
				MAINTENANCE EQUIPMENT			
		02	ANN'L COPIER MAINT:VILL HALL	01-60-600-41200			1,529.34
				MAINTENANCE EQUIPMENT			
		03	ANN'L COPIER MAINT:FIRE	01-70-730-41200			1,529.33
				MAINTENANCE EQUIPMENT			
		04	4/15/15-4/14/16	** COMMENT **			
						INVOICE TOTAL:	4,588.00
						VENDOR TOTAL:	4,588.00
FFTOWLAA AARON TOWLE							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	420.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	420.00
						VENDOR TOTAL:	420.00
UNCOFFEE UNITED COFFEE SERVICE, INC.							
547252	06/02/15	01	COFFEE & SUPPLIES: POLICE	01-70-930-43660		06/22/15	231.75
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	231.75
						VENDOR TOTAL:	231.75
USPOSTAL UNITED STATES POSTAL SERVICE							
2015 JUNE	06/11/15	01	REPLENISH BUSINESS REPLY ACCT	46-80-800-43300		06/22/15	150.00
				POSTAGE			
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
UPS UPS							
0000Y6394W22S	05/30/15	01	5/21 UPS:JOHN DREWNIAK-FIRE	01-70-730-43300		06/22/15	31.57
				POSTAGE			

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UPS	UPS						
0000Y6394W22S	05/30/15	02	5/21 UPS:DRIVING INT'L:FIRE	01-70-730-43300		06/22/15	27.83
			POSTAGE				
						INVOICE TOTAL:	59.40
						VENDOR TOTAL:	59.40
VERIZON	VERIZON WIRELESS						
9746499992	06/01/15	01	WIRELESS SRVC:FIRE 5/2-6/1/15	01-70-730-43210		06/22/15	46.61
			TELEPHONE				
		02	WIRELESS SRVC:POLICE	01-70-710-43210			352.02
			TELEPHONE				
		03	WIRELESS SRVC:PUB WKS	01-80-910-43210			240.51
			TELEPHONE				
		04	WIRELESS SRVC:ADMIN	01-60-600-43210			145.41
			TELEPHONE				
		05	WIRELESS SRVC:COM DEVELOPMENT	01-60-680-43210			120.24
			TELEPHONE				
		06	SQD CAR WIRELESS ACCESS POLICE	01-70-710-43210			445.46
			TELEPHONE				
		07	CAD SYSTEM	** COMMENT **			
						INVOICE TOTAL:	1,350.25
						VENDOR TOTAL:	1,350.25
VISOGRAP	VISOGRAPHIC INC						
192530	12/17/14	01	BUSINESS CARDS:MIKE CROAK	01-20-102-20000		06/22/15	558.28
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	558.28
195822	06/09/15	01	BUSINESS CARDS:JEFF HANSEN	01-60-680-42400		06/22/15	634.55
				TRAINING/EDUCATION			
						INVOICE TOTAL:	634.55
						VENDOR TOTAL:	1,192.83

FFVOLPEM MARK VOLPE

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FFVOLPEM MARK VOLPE							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	735.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	735.00
						VENDOR TOTAL:	735.00
VULCANMA VULCAN MATERIALS FINANCE COL.							
30916494	05/14/15	01	GRAVEL:14.47 TONS	01-80-840-43690		06/22/15	202.58
				MAINTENANCE SUPPLIES-STREE			
						INVOICE TOTAL:	202.58
						VENDOR TOTAL:	202.58
WAREHOUS WAREHOUSE DIRECT							
2723629-0	06/10/15	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550		06/22/15	59.29
				OFFICE SUPPLIES			
						INVOICE TOTAL:	59.29
						VENDOR TOTAL:	59.29
WELLSFAR WELLS FARGO BANK							
1189977	05/01/15	01	ESCROW AGENT FEE 2011 BONDS	46-95-100-41450		06/22/15	250.00
		02	5/1/15-10/31/15	BANK SERVICE CHARGES			
				** COMMENT **			
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	250.00
FFWILLST STEVE WILLARD							
15-01	06/16/15	01	VOL FF SRVC:NOV 2014-MAY 2015	01-70-730-40310		06/22/15	1,830.00
				VOLUNTEER FIREFIGHTERS			
						INVOICE TOTAL:	1,830.00
						VENDOR TOTAL:	1,830.00
						TOTAL ALL INVOICES:	279,516.10

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	ASSETS		
FEECEOIL	FEECE OIL COMPANY	9,828.81	3,628.56
MINNLIFE	MINNESOTA LIFE	666.51	36.09
	ASSETS		3,664.65
20	LIABILITIES		
00000537	GEWALT HAMILTON ASSOC., INC.		17,648.99
AFLAC	AFLAC	317.72	158.86
CHITRICL	CHICAGO TRIBUNE		55.20
DEMUTHIN	DE MUTH INC	11,875.00	7,500.00
HOLLAND	HOLLAND & KNIGHT LLP	7,782.00	5,565.00
ICMA RET	ICMA RETIREMENT TRUST 457	7,338.55	3,650.63
IUOEADM	INT'L UNION OF OPER ENGINEERS	624.96	312.48
IUOEMEMB	INT'L UNION OF OPER ENGINEERS	164.78	82.39
LCRECORD	LAKE COUNTY RECORDER	184.00	31.00
LF CITY	CITY OF LAKE FOREST	54,688.75	57,640.00
POLPEN	LAKE BLUFF POLICE PENSION FUND	9,600.92	4,559.31
R0001524	RELIANCE PLUMBING		974.00
RICOH	RICOH USA, INC		1,575.93
STATEDIS	STATE DISBURSEMENT UNIT	1,159.38	579.69
TESKA	TESKA ASSOCIATES INC.		5,736.88
VISOGRAP	VISOGRAPHIC INC	1,640.25	558.28
	LIABILITIES		106,628.64
60	ADMINISTRATION		
ADP	ADP INC.	962.85	622.60
BHFXLLC	BHFX LLC	678.01	75.60
CALLONE	CALL ONE	806.49	26.40
DANTHE	DAN THE KEY MAN		5.50
FRANKSWI	WILLIAM Y. FRANKS	2,691.00	2,028.00
GRIFFINS	SUSAN GRIFFIN		1,259.57
HOLLAND	HOLLAND & KNIGHT LLP	7,782.00	6,057.00
ILCMA	I L C M A CENTER FOR GOV'T		171.25
IMPACTNE	IMPACT NETWORKING LLC		2,750.00
LFACUTE	LAKE FOREST ACUTE CARE		119.00
LOWE'S	LOWE'S		14.05
MINNLIFE	MINNESOTA LIFE	666.51	302.62
NORSHPRI	NORTH SHORE PRINTERS, INC.		179.00
NORTHTRU	NORTHERN TRUST BANK		135.00

INVOICES DUE ON/BEFORE 06/22/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
60	ADMINISTRATION		
NOSHRWAT	NORTH SHORE WATER RECLAMATION	37.12	10.44
PERFMEDI	PERFORMANCE MEDIA		750.00
SCHELHAS	WILLIAM A. SCHELHAS	1,120.00	1,120.00
TOSHIBA	TOSHIBA BUSINESS SOLUTIONS	9,502.78	1,529.34
VERIZON	VERIZON WIRELESS	1,316.95	265.65
VISOGRAP	VISOGRAPHIC INC	1,640.25	634.55
WAREHOUS	WAREHOUSE DIRECT		59.29
	ADMINISTRATION		18,114.86
70	PUBLIC SAFETY		
AIRONEEQ	AIR ONE EQUIPMENT, INC.	3,201.25	65.61
AVERUS	AVERUS	406.50	93.00
CALLONE	CALL ONE	806.49	157.12
COMCAST	COMCAST CABLE	321.40	2.28
FFANDEDA	DAVID ANDERSON		310.00
FFANDEGR	GREG ANDERSON		5.00
FFBELEJA	JASON BELEC		185.00
FFBENGE	DAVID BENGE		50.00
FFBRUNND	DANIEL BRUNNER		340.00
FFCASTRI	RICH CASTRO		440.00
FFCEISST	STEPHEN CEISEL		243.75
FFCLARKM	MICHAEL J. CLARK		162.50
FFDALPDA	DAN DALPONTE		825.00
FFDELRDE	DEVIN DELRICCO		45.00
FFDERAMT	TONY DERAM		10.00
FFDEWARJ	JOHN DEWART		20.00
FFDUNNDA	DANIEL DUNN JR		1,012.50
FFGOODWI	WILLIAM GOODMAN		2,681.25
FFGRAFDA	DAVID GRAF		3,350.00
FFGRAFTY	TYLER S GRAF		425.00
FFGRESJO	JOHN GRESSENS		40.00
FFHARNES	ELIZABETH HARNESS		455.00
FFHARTWI	WILLIAM HART		15.00
FFHARWOC	CULLEN HARWOOD		75.00
FFHICKSJ	JOHN HICKS		230.00
FFKLUCHM	MATT KLUCHKA		1,243.75
FFKLUCHR	RUSSELL KLUCHKA		1,300.00
FFKLUCJE	JERRY KLUCHKA		956.25
FFKLUCTI	TIMOTHY M KLUCHKA		1,131.25
FFKRUMJO	JOHN KRUMSEE		1,175.00
FFMARSGR	GREGG MARSH		2,506.25

DATE: 06/17/2015
TIME: 14:55:59
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-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 06/22/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
70	PUBLIC SAFETY		
FFMCGRJO	JOE MCGRATH		375.00
FFMIDDAU	HARRISON MIDDAUGH		1,350.00
FFMULLPA	PATRICK MULLADY JR.		65.00
FFQUACKS	SCOTT QUACKENBUSH		593.75
FFQUICKM	MATTHEW QUICK		462.50
FFSCHAER	RYAN SCHAEFER		931.25
FFSEYMJA	JAMES G SEYMOUR		412.50
FFSTYPIR	IREK STYPIK		243.75
FFTOWLAA	AARON TOWLE		420.00
FFVOLPEM	MARK VOLPE		735.00
FFWILLST	STEVE WILLARD		1,830.00
GRAFDAMI	DAVID GRAF		46.22
HAVEYCOM	HAVEY COMMUNICATIONS, INC.	187.50	3,600.00
INTOXIME	INTOXIMETERS, INC.		198.50
IRMA	IRMA		114.75
J&BMEDSU	J & B MEDICAL SUPPLY		96.90
KLUCHMAT	MATTHEW KLUCHKA		48.73
LCMJCAT	LAKE COUNTY MAJOR CRASH		250.00
LEADSONL	LEADS ONLINE		1,758.00
LEXISNEX	LEXISNEXIS		64.08
MC CUTPA	PAMELA McCUTCHEON		94.76
MINNLIFE	MINNESOTA LIFE	666.51	85.75
NEWS-SUN	NEWS-SUN		102.96
NOSHRWAT	NORTH SHORE WATER RECLAMATION	37.12	39.44
PETTIBON	P. F. PETTIBONE & CO.		417.90
PREMIERD	PREMIER DOOR CORPORATION		1,400.00
QUILL	QUILL CORP.	797.12	51.38
SHERAUTO	SHERIDAN AUTO PARTS	212.41	11.24
STAPLES	STAPLES ADVANTAGE	1,566.25	73.72
THEEXCHA	THE CHEVY EXCHANGE	713.88	85.12
TOSHIBA	TOSHIBA BUSINESS SOLUTIONS	9,502.78	3,058.66
UNCOFFEE	UNITED COFFEE SERVICE, INC.	751.90	231.75
UPS	UPS	8.01	59.40
VERIZON	VERIZON WIRELESS	1,316.95	844.09
	PUBLIC SAFETY		39,702.61
80	PUBLIC WORKS		
ACEHARD	ACE HARDWARE	95.57	10.99
CALLONE	CALL ONE	806.49	157.13
COMED	COM ED	5,409.09	5,122.07
DKORGAN	DK ORGANICS, LLC	3,264.30	3,191.76

INVOICES DUE ON/BEFORE 06/22/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
80	PUBLIC WORKS		
FILTERSE	FILTER SERVICES		131.12
GRAINGER	W. W. GRAINGER, INC.	232.12	156.94
GROOT	GROOT INDUSTRIES	45,452.80	45,452.80
IRMA	IRMA		102.00
LAWSONPR	LAWSON PRODUCTS, INC.	1,301.66	79.90
LECHNER	LECHNER & SONS UNIFORM RENTAL	354.12	116.04
NCCPETER	NCC PETERSEN PRODUCTS	509.09	95.84
NOSHRWAT	NORTH SHORE WATER RECLAMATION	37.12	8.12
R0001525	PATRICK HIRSCH		1,300.00
SHERAUTO	SHERIDAN AUTO PARTS	212.41	28.58
STRENGER	H. T. STRENGER, INC.	208.00	1,490.00
TAPCOTRA	TAPCO TRAFFIC & PARKING	109.40	85.80
VERIZON	VERIZON WIRELESS	1,316.95	240.51
VULCANMA	VULCAN MATERIALS FINANCE COL.		202.58
	PUBLIC WORKS		57,972.18
EMERGENCY 911 SURCHARGE			
70	PUBLIC SAFETY		
AT & T	AT & T	4,382.39	617.01
	PUBLIC SAFETY		617.01
WATER FUND			
80	PUBLIC WORKS		
AT & T	AT & T	4,382.39	82.19
CLCJAWA	CENTRAL LAKE COUNTY JOINT	41,876.58	51,724.00
COMED	COM ED	5,409.09	236.22
ELFERINP	PETER ELFERING		100.00
HDSUPPLY	HD SUPPLY WATERWORKS, LTD	7,714.86	271.74
LECHNER	LECHNER & SONS UNIFORM RENTAL	354.12	2.00
USPOSTAL	UNITED STATES POSTAL SERVICE	1,251.16	150.00
	PUBLIC WORKS		52,566.15
95	DEBT SERVICE		
WELLSFAR	WELLS FARGO BANK		250.00
	DEBT SERVICE		250.00
	TOTAL ALL DEPARTMENTS		279,516.10

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

Agenda Item: 6b

Subject: MAY 2015 FINANCIAL REPORT

Action Requested: RECEIPT OF FINANCIAL REPORT (Voice Vote)

Originated By: DIRECTOR OF FINANCE

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Attached for your consideration is the May 2015 Financial Report.

Highlights of this report are:

- Sales taxes for May 2014-March 2015 (FY15) are \$246,742 or 12% over the same period in 2013-14 on the strength of auto sales. Home rule sales tax of \$496,600 is 3.5% greater than last year.
- May has traditionally been the largest monthly receipt of state shared income tax revenue due to the filing of taxes in April. At \$102,570 May 2015 revenue is 18.6% greater than May 2014 and 5% greater than May 2013.
- Building permit revenue is \$44,650 in May 2015 compared to \$14,278 in May 2014.
- Capital project expenditures are minimal as projects begin in June with payouts in July.
- Contracts and commodities have increased this month due to the dispatching contract payment of \$141k.
- Water billed consumption is down from a reduction in billed consumption of 689 thousand gallons. This resulted in a decline in water sales of \$2,591 (after accounting for the change in water rates from \$6.80 to \$6.95 effective May 1st.)

Reports and Documents Attached:

- May 2015 Financial Report

Village President's Recommendation:

Village Administrator's Recommendation: Acceptance of Report.

Date Referred to Village Board: 6/22/2015

VILLAGE OF LAKE BLUFF

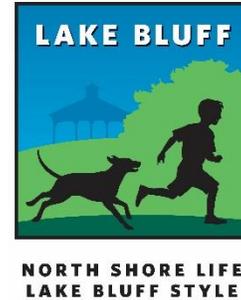
MEMORANDUM

TO: Village President and Board of Trustees
Drew Irvin, Village Administrator

FROM: Susan M. Griffin, Director of Finance

DATE: June 19, 2015

SUBJECT: May 2015 Monthly Report

**Treasury Report – Exhibit A**

Attached is the two page Treasury Report for May 2015. The total cash and investments in the treasury for the governmental and water funds are \$8,522,773 plus \$8,643,838 for the Police Pension Fund.

Investment Report – Exhibit B

Attached is the Investment Report for the month ending May 31, 2015. The par value plus interest credited to the CD's for the governmental and Water fund short-term investments is \$2,732,364. The Village investments are managed within the guidelines of the Village's Cash Management and Investment Policy.

Budget Analysis Report – Exhibit C

Attached is the Budget Analysis Report for the first month of the fiscal year, May 2015. The revenues in Exhibit C reflect actual and estimated receipts. Below is more specific information about the major revenues and expenditures by fund. The General and Water Funds revenues and expenditures that exceed or are under 20% of the prior year amounts have been highlighted on Exhibit C.

In previous reports there were two graphs one showing multi-year revenues and another showing the same information for expenditures comparing the major categories as of the same period each year. These charts will not be included in the May and June reports because there are so few actual major revenues received during these months and many disbursements are for the prior fiscal year expenditures.

General Fund Revenues:

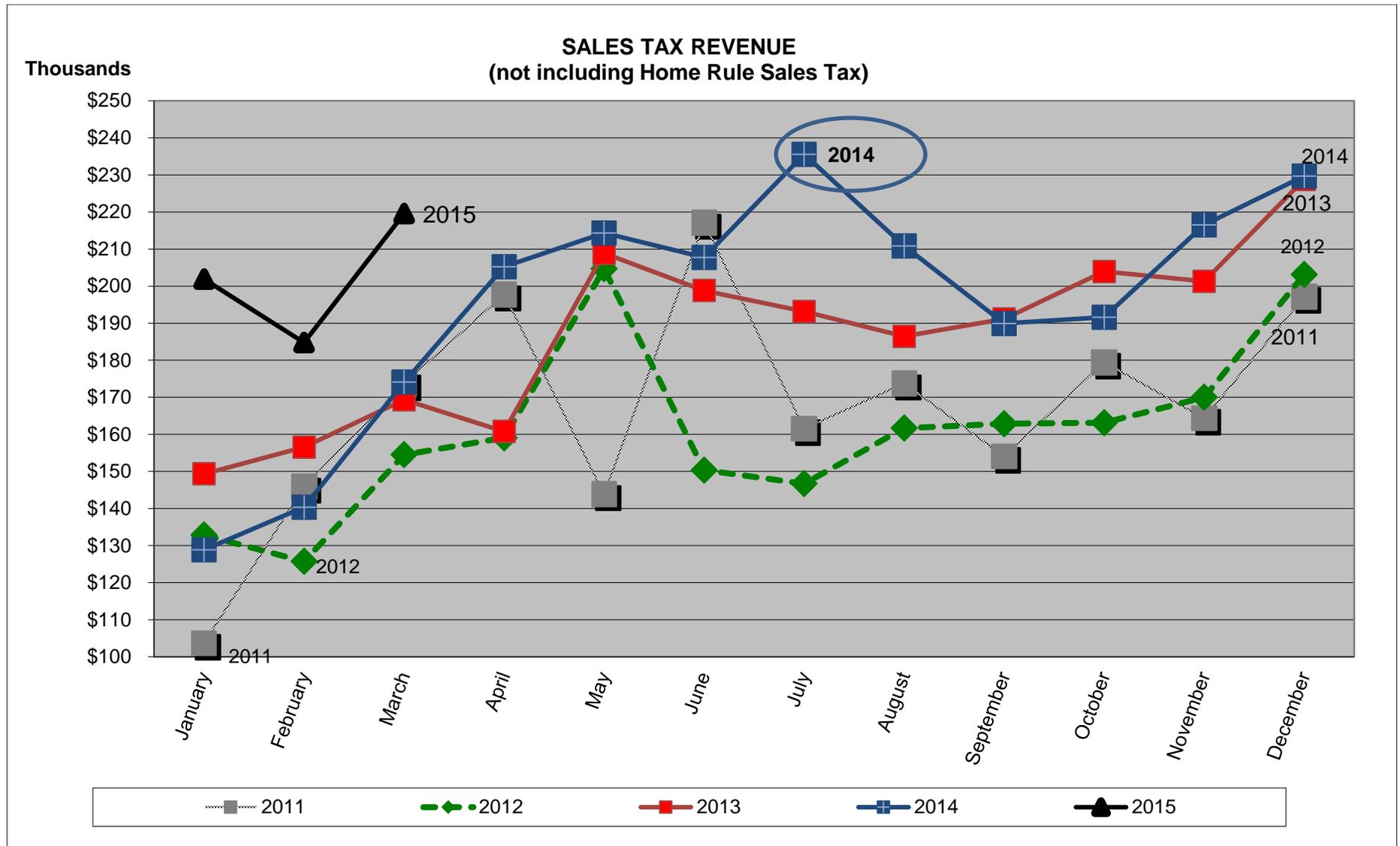
Property Tax revenue is received predominately in June and September as the taxes are due by the first week of those months. The total Village tax extension for the 2014 property taxes (received in FY16) is \$3,149,695 with the General Fund receiving 69% or \$2,169,085 of the monies. The IMRF, FICA and Police Pension Funds receive the balance of the revenues of \$980,610. The May 2015 distribution from the County represents 4% of the total tax extension; whereas the May 2014 distribution was 7% of the total tax extension. This does not necessarily portend tax delinquencies but is likely timing differences when banks remit the escrows for the first installment due in June.

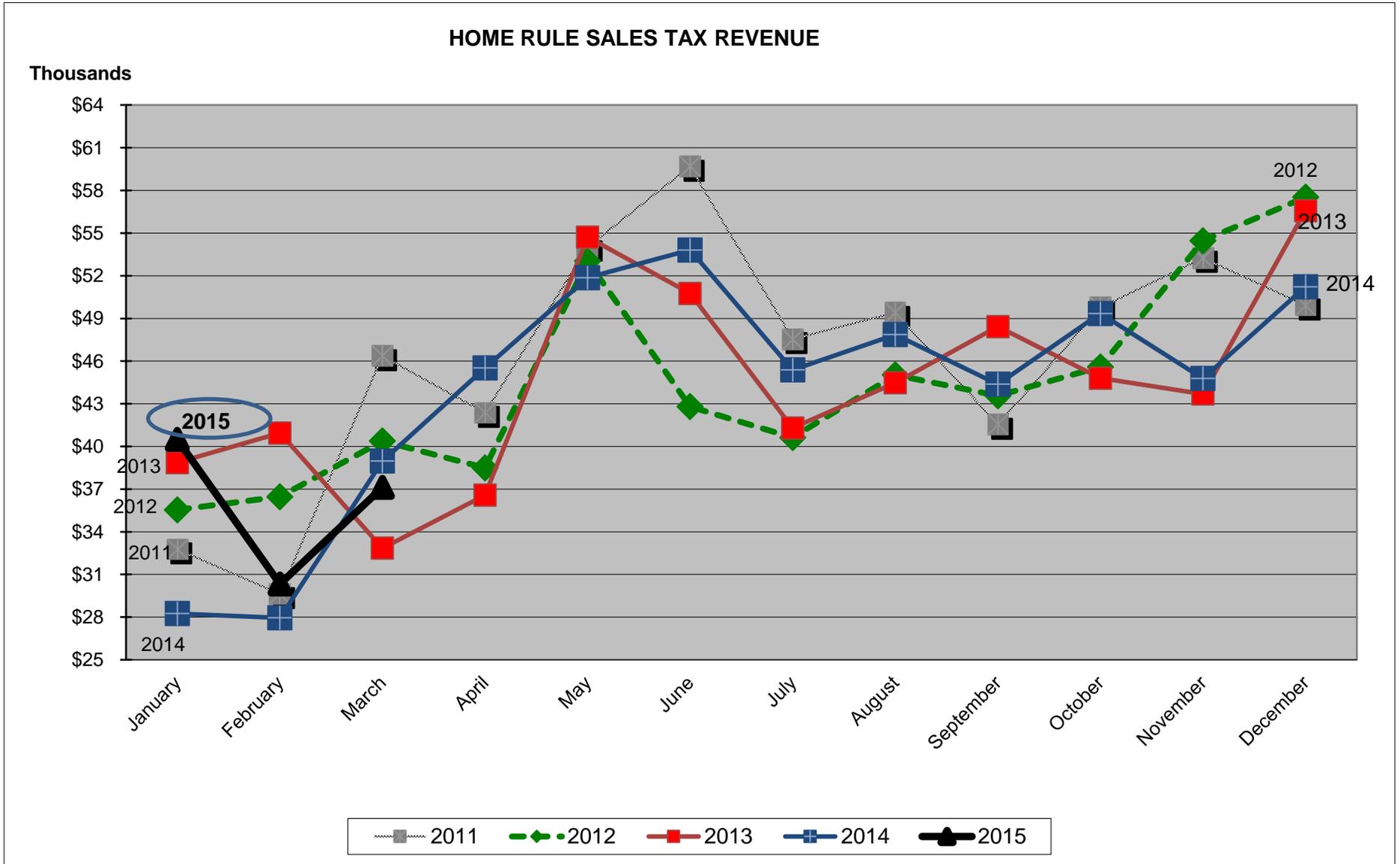
Sales Tax Revenue (non-home rule 1% and local use tax) is shown in table format on the next page with monthly revenues for FY15, FY14, and FY13. The May 2014-March 2015 (FY15) sales taxes of \$2,300,132 are \$246,742 or 12% greater than the same period in 2013-14. The Village has not received the April 2015 actual revenue information; therefore, the amounts reflected in italics are estimates. The chart on page 3 shows the non-home rule sales tax by month for the calendar years 2009 through March 2015.

Liability Month	FY14-15 Revenue (A)	FY13-14 Revenue (B)	\$ Change FY14 to FY15 (A-B)	FY12-13 Revenue (C)	\$ Change FY13 to FY14 (B-C)
May 2014	\$ 214,330	\$ 208,839	\$ 5,491	\$ 204,684	\$ 4,155
June	\$ 207,740	\$ 198,781	\$ 8,959	\$ 150,363	\$ 48,418
July	\$ 235,549	\$ 193,135	\$ 42,414	\$ 146,719	\$ 46,416
August	\$ 210,817	\$ 186,436	\$ 24,381	\$ 161,686	\$ 24,750
September	\$ 189,923	\$ 191,150	(\$ 1,227)	\$ 162,871	\$ 28,279
October	\$ 191,588	\$ 203,927	(\$ 12,339)	\$ 163,141	\$ 40,786
November	\$ 216,524	\$ 201,292	\$ 15,232	\$ 170,015	\$ 31,277
December	\$ 229,680	\$ 228,777	\$ 903	\$ 203,106	\$ 25,671
January 2015	\$ 201,909	\$ 128,878	\$ 73,031	\$ 149,376	(\$ 20,498)
February	\$ 184,808	\$ 140,358	\$ 44,450	\$ 156,554	(\$ 16,196)
March	\$ 219,534	\$ 174,087	\$ 45,447	\$ 169,350	\$ 4,737
April - estimate	\$ 223,500	\$ 205,216	\$ 18,284	\$ 160,770	\$ 44,446
FY Total	\$2,525,902	\$2,260,876	\$ 265,026	\$1,998,635	\$262,241
FY Monthly Average	\$210,492	\$167,166		\$164,279	

Home rule sales tax became effective January 1, 2006 with actual receipts shown below. By statute this 1% tax does not apply to food/medicines and titled products such as autos. The May 2014-March 2015 home rule sales taxes of \$496,600 are \$16,682 or 3.5% more than taxes for the same period in 2013-14. The chart on page 4 shows the home rule sales tax by month for the calendar years 2009 through March 2015.

Home Rule Sales Tax By Liability Month	FY2014-15 Revenue (A)	FY2013-14 Revenue (B)	\$ Change FY14 to FY15 (A-B)	FY2012-13 Revenue (C)	\$ Change FY13 to FY14 (B-C)
May 2014	\$ 51,864	\$ 54,714	(\$ 2,850)	\$53,034	\$ 1,680
June	\$ 53,809	\$ 50,760	\$ 3,049	42,795	\$ 7,965
July	\$ 45,382	\$ 41,299	\$ 4,083	40,621	\$ 678
August	\$ 47,867	\$ 44,476	\$ 3,391	45,029	(\$ 553)
September	\$ 44,378	\$ 48,429	(\$ 4,051)	43,564	\$ 4,865
October	\$ 49,349	\$ 44,804	\$ 4,545	45,591	(\$ 787)
November	\$ 44,780	\$ 43,688	\$ 1,092	54,463	(\$10,775)
December	\$ 51,229	\$ 56,579	(\$ 5,350)	57,529	(\$ 950)
January 2015	\$ 40,487	\$ 28,248	\$ 12,239	38,861	(\$10,613)
February	\$ 30,334	\$ 27,948	\$ 2,386	40,939	(\$12,991)
March	\$ 37,121	\$ 38,973	(\$ 1,852)	32,851	\$ 6,122
April - estimate	\$ 53,000	\$ 45,515	\$ 7,485	36,572	\$ 8,943
FY Total	\$549,600	\$525,433	\$ 24,167	\$531,849	(\$ 6,416)

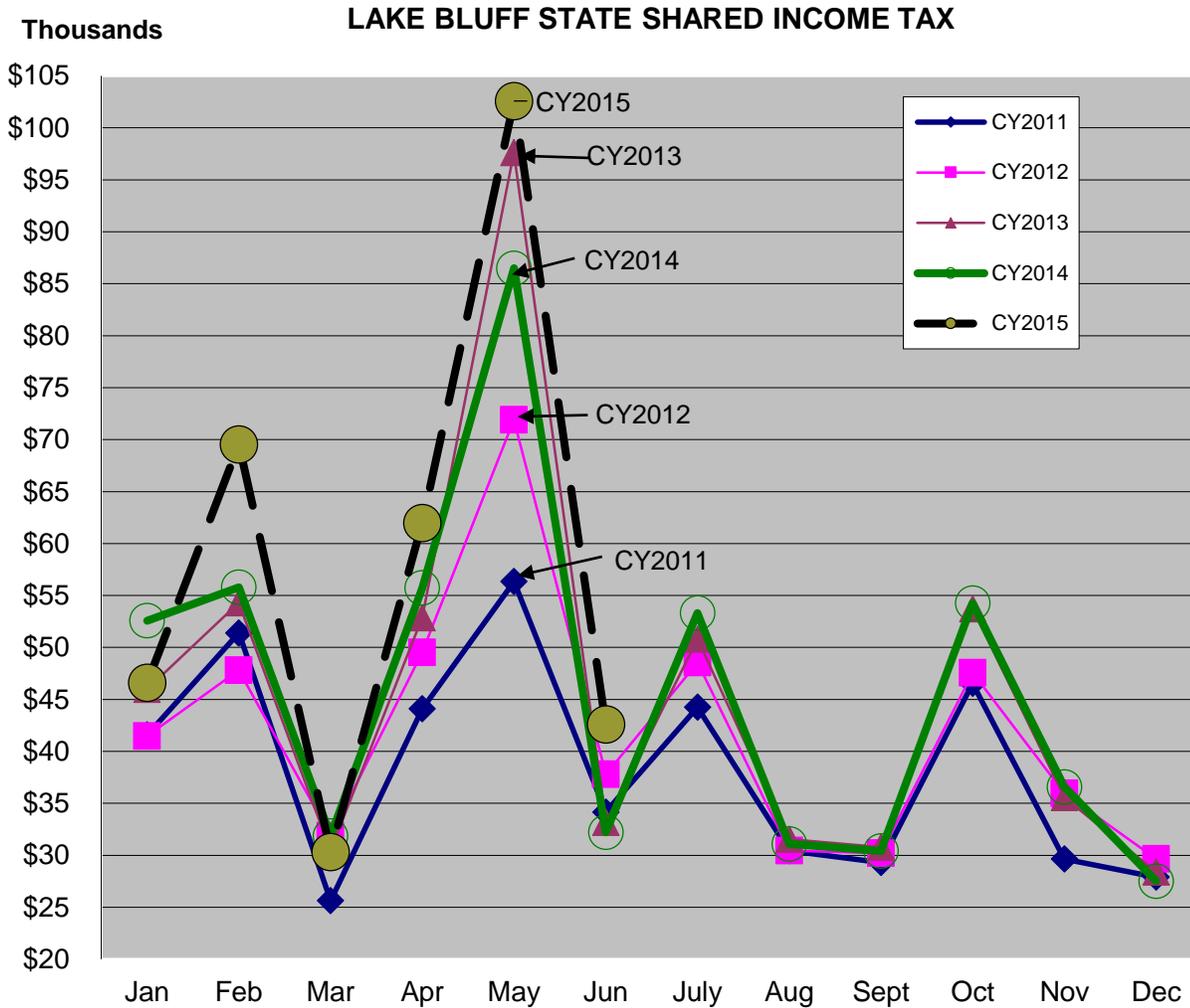




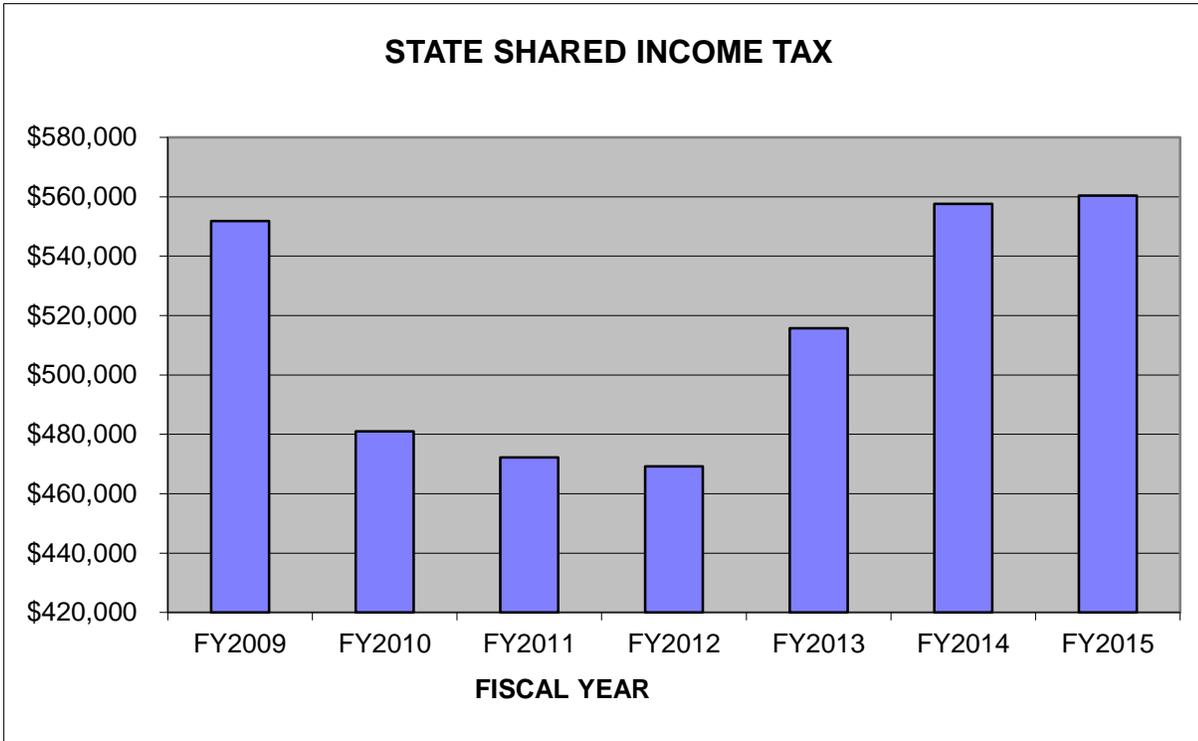
Other Taxes category encompasses state income, personal property replacement, and the demolition tax.

The actual income tax revenue for May-June 2015 (FY16) at \$145,166 is 22% higher than the same period in FY15 at \$118,698. Below is a chart showing the income tax revenues by month from January 2011-June 2015.

According to the Illinois Municipal League, the 36% jump in the May 2013 receipts were an aberration caused partly by individuals and corporations reporting capital gains income in anticipation of significant changes in Federal tax policy. The revenue for May 2015 is \$102,570 or 5% more than May 2013. I am anticipating a response soon on my inquiry to the possible cause of this increase. Again this could be an increase in capital gains from the 2014 stock market rally and the expected rise in interest rates.

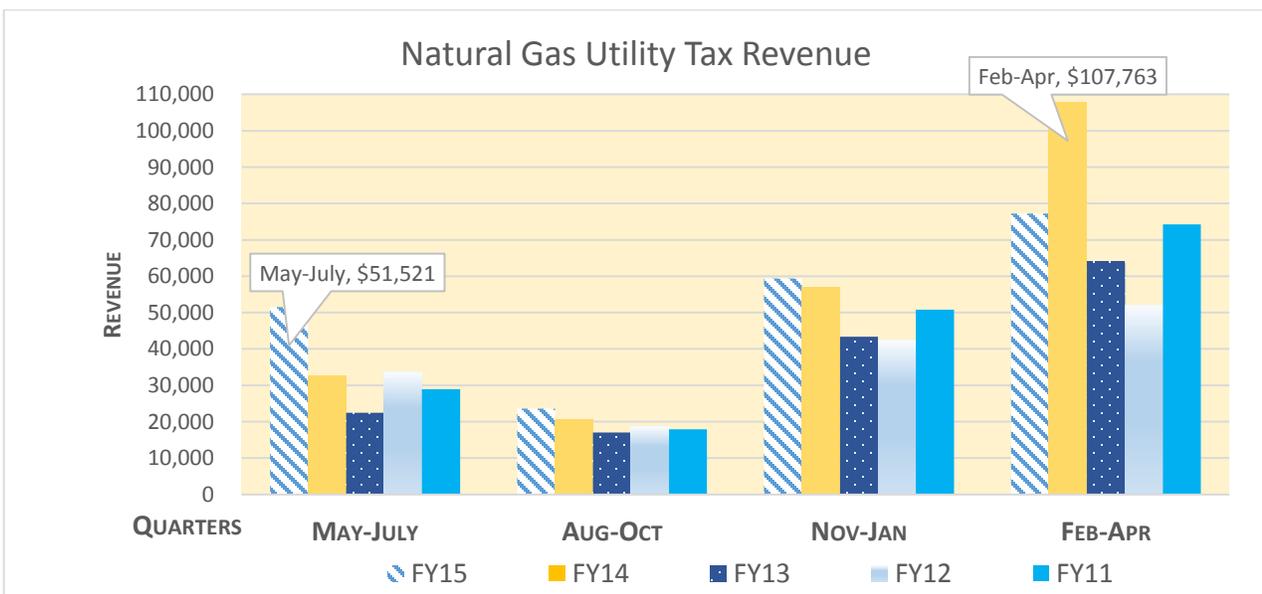


The following page shows a bar graph of the income tax revenue by fiscal year for FY09-FY15. Fiscal year 2014 total revenue of \$557,587 was only \$9 less than the peak revenue of \$557,596 in FY08 and \$41,917 or 8% greater than FY13. Fiscal year 2015 exceeds the FY08 peak by 0.5% with total revenues of \$560,382. However, this source of revenue is one that is likely to decline if the State revises the formula for sharing income tax revenue with local municipalities.



Utility Taxes category is comprised of a tax on electric, natural gas, and telecommunications usage.

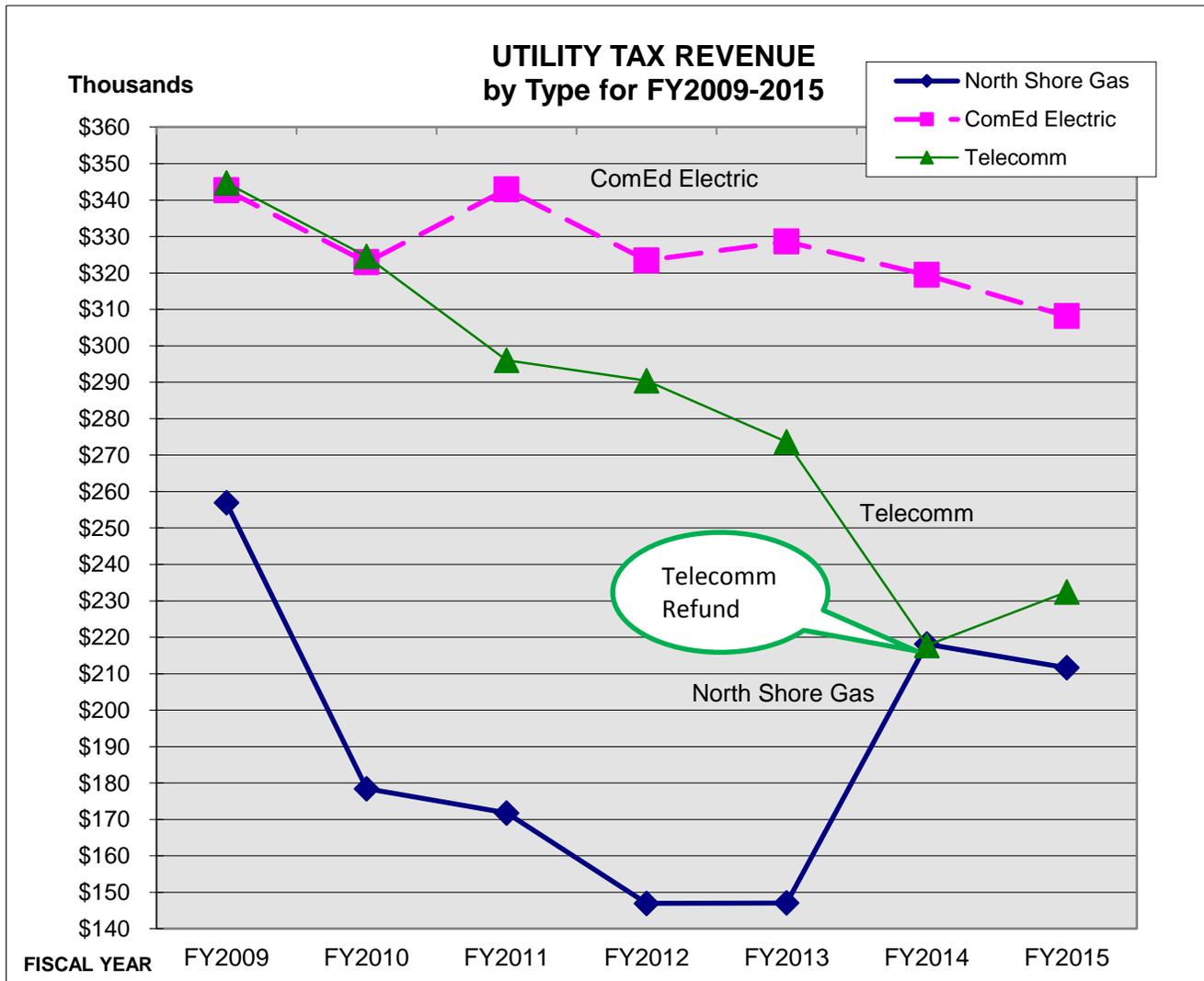
North Shore Gas utility tax revenues are received quarterly in June (for February-April), September (for May-July), December (for August-October), & March (for November-January). The FY15 taxes are \$211,628 or 3% less than FY14. The FY14 taxes are \$218,129 which is \$71,057 or 48% greater than FY13. The February-April 2014 quarter amount of \$107,763 was 68% greater than the same quarter in 2013. This is attributed to the increase in natural gas consumption for building heating because of the subzero temperatures experienced in the Midwest during the winter of 2014. This cooler weather pattern is assumed to be partly the reason for the May-July 2014 amount of \$51,521 which is the highest amount received for the summer quarter since at least 1996! Below is a chart showing the volatility of natural gas tax revenues by quarter for the past 5 years.



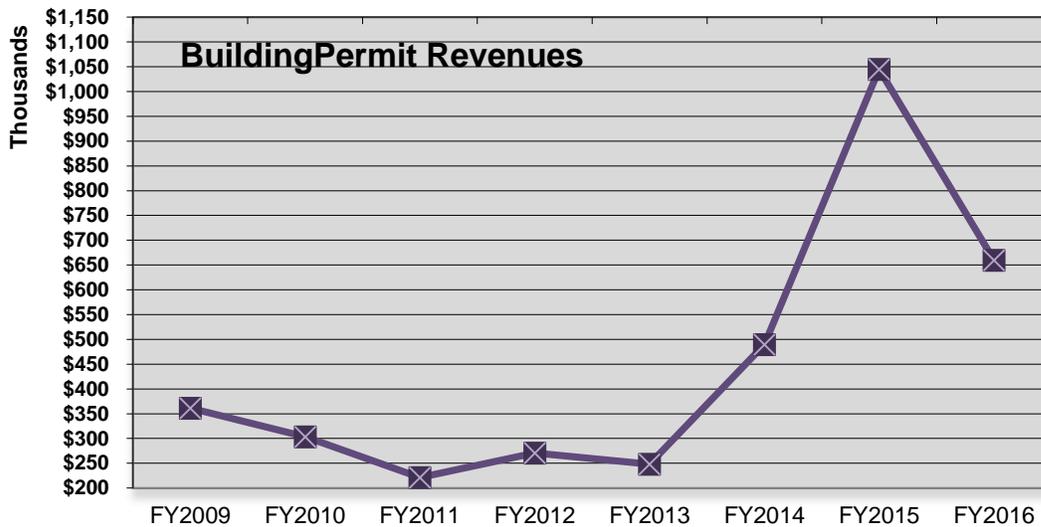
ComEd electric tax actual revenue for FY15 of \$308,147 is \$11,309 or 3.5% less than the \$319,456 revenue for FY14. The FY14 revenue was \$9,178 or 2.8% less than FY13 revenue of \$328,634.

Actual **telecomm taxes** are remitted to the Village by the State; actual receipts lag about 3-4 months from the liability period. The Village has not received the April-May 2015 figures from the State. Last year the State notified the Village that a large telecommunications carrier was ordered to seek refunds from the states on behalf of customers that were charged telecomm taxes on transactions that were not properly taxable under federal and state laws. Illinois municipalities were advised that a significant portion of the State refunds involves proceeds that were distributed to local governments. Therefore, the Village’s portion of the recovery of distributions is \$32,792. While the State will recover these funds over an equal amount each month for a year, the Village reduced its FY14 telecommunications tax revenue by this amount. After this adjustment, FY14 revenue is \$217,745; \$55,867 or 25.7% less than FY13 revenue of \$273,612. The May 2014-March 2015 (FY15) revenue is \$212,539 compared to \$200,481 for the same period in FY14 (after taking into account the refundable adjustment noted above) which represents a 6% increase.

Below is a chart showing the telecommunications (from various sources), ComEd electric, and the North Shore natural gas utility taxes by fiscal year. Upon review of this chart, it is very obvious that all three of these revenue sources are well below their pre-2008-2009 amounts.



Building Permit revenue for May 2015 (FY16) is \$44,650 compared to \$14,278 in May 2014. FY15 ended the year at \$1,045,008; 113% more than the receipts for FY14 due to the Target development, Heinen’s remodeling of the Dominick’s store and two large residences in Lansdowne. Below is a graph of the building permit revenues since FY09.



Sewer charge revenue for May 2015 is \$14,886 which is \$980 or 6% greater than May 2014. FY15 revenues of \$161,358 are 9.4% less than FY14; consistent with the reduction in water consumption attributed to the mild summer and fall. The sewer charge is billed at the rate of \$1.10 per thousand gallons of water used with a credit during the billing months of August-October for water presumed for lawn irrigation purposes.

General Fund Expenditures:

The May 2015 expenditures of \$541,534 are \$26,018 or 4.6% less than May 2014. This difference is due to two major factors: Salaries and benefits are lower in May 2015 because there were three payrolls in May 2014 (compared to two in May 2015) and contractual costs are higher in May 2015 because of a \$141k payment to Glenview for dispatching services.

FY16 General Fund capital projects expenditures include: \$709k for street repaving/curb and gutter replacements; \$285k for sewer and lift station improvements; \$280k for the West Scranton Ave pedestrian bridge (which is on-hold pending the State’s decision on the grant monies); \$167k for sidewalk extension and deteriorated panel replacements; \$100k for gateway signage and corridor improvements; and \$90k for building maintenance and ADA improvements.

Interfund transfers are for the Police Pension property taxes, Vehicle Replacement contributions, and the 2012 Refunding Bonds debt payment.

Water Fund Revenues:

The Water sales in dollars for May 2015 is 2.5% or \$2,591 lower than May 2014. The decrease in billed consumption of .689 million gallons (mg) reduced the revenue by \$4,700 but the rate increase added \$2,109 to the sales revenue. Billed consumption was 14.754 mg in May 2015 compared to 14.065 mg in May 2014. The water rate was modified on May 1, 2015 from \$6.80 to \$6.95 per thousand gallons of water consumed.

Water Purchases:

Water purchases for May 2015 are 19.3 million gallons compared to 22.46 million gallons for May 2014. Effective May 1, 2015, CLCJAWA increased the wholesale water rate from \$2.60 to \$2.68 per 1,000 gallons of water purchased. The decrease in water purchased accounted for \$8,216 in less cost but the increase in the rate added \$1,544 to the expense for a net difference of \$6,672 in water purchase expense in May 2015 compared to May 2014.

Special Revenue, Capital Projects, and Debt Service Funds:

The revenues and expenditures for these funds are consistent with their specified purpose. The IMRF and FICA funds expenditures are financed by property tax revenues. The Motor Fuel Tax Fund (MFT) receives allotments each month from the state to be used exclusively for roadway improvements. In FY16 all road improvements are expensed in the General Fund and in FY15 the General Fund supplemented the MFT by \$182k for a total road expenditures of \$490k. The Redevelopment Fund expenditures are for the \$115k for the Moffett Road box culvert improvement project and \$65k for the Sheridan Rd/Scranton Ave pedestrian traffic safety enhancements.

17-Jun-15

Village of Lake Bluff
Treasury Report

EXHIBIT A1

For the Month Ending May 31, 2015

Fund Name	#	Beginning Cash Balance	Cash Receipts	Disbursements		Inter-Fund Transf/Other	May 2015 Ending Cash Balance
				Acct. Pay/EFT	Gross Payroll Pension Benefits		
General	1	5,902,567.46	671,913.20	569,550.81	246,906.96		5,758,022.89
IMRF	7	235,917.10	6,846.63	22,334.33			220,429.40
Foreign Fire Tax	10	48,896.65					48,896.65
Social Security	14	184,891.73	8,607.03	28,110.43			165,388.33
Motor Fuel Tax	29	195,881.71	13,316.44				209,198.15
E911	32	200,468.50	6,932.43	617.01			206,783.92
2006 G.O. Bonds	37	715.40					715.40
Special Serv	38	13,430.07	0.53				13,430.60
Capital Improve	42	13,762.37	0.53				13,762.90
Redevelopment	43	242,619.73	8.79	31,574.74			211,053.78
Vehicle Replace	45	775,763.81	19.74				775,783.55
Water Fund	46	892,672.89	68,266.20	50,661.26	13,225.64		897,052.19
Train Wreath	61	2,255.36	0.08				2,255.44
Subtotal		\$ 8,709,842.78	\$ 775,911.60	\$ 702,848.58	\$ 260,132.60	\$ -	\$ 8,522,773.20
Police Pension (a)	62	8,684,905.65	27,278.05	3,991.89	64,353.47		8,643,838.34
Total		\$ 17,394,748.43	\$ 803,189.65	\$ 706,840.47	\$ 324,486.07	\$ -	\$ 17,166,611.54

(a) Police Pension beginning balance has NOT been revised yet to reflect the market value of the investments as of April 30, 2015.

17-Jun-15

Village of Lake Bluff
Treasury Report

EXHIBIT A2

As of May 31, 2015

Fund Name	#	Checking Accounts	Savings/ Money Market	IL Funds	MaxSafe Lake Forest Ban	Certificates of Deposit (a)	Commercial Paper	Gov't Obligations & Municipal	Mutual Fund Stocks/Equities (a)	May 31, 2015
										Total Cash & Investments
General	1	(101,098.98)	0.00	2,707,431.62	686,552.30	2,465,137.95		0.00		5,758,022.89
IMRF	7			220,429.40						220,429.40
Foreign Fire Tax	10	48,896.65								48,896.65
Social Security	14			165,388.33						165,388.33
Motor Fuel Tax	29			209,198.15						209,198.15
E911	32			206,783.92						206,783.92
2006 G.O. Bond	37			715.40						715.40
Special Serv	38			13,430.60						13,430.60
Capital Improve	42			13,762.90						13,762.90
Redevelopment	43			211,053.78		0.00		0.00		211,053.78
Vehicle Replace	45			508,557.77		267,225.78				775,783.55
Water Fund	46			371,637.39	525,414.80	0.00		0.00		897,052.19
Train Wreath	61			2,255.44						2,255.44
Subtotal		\$ (52,202.33)	\$ -	\$ 4,630,644.70	\$ 1,211,967.10	\$ 2,732,363.73	\$ -	\$ -		\$ 8,522,773.20
Police Pension	62	83,563.04	447,351.35			-	2,011,079.10	2,418,457.48	3,683,387.37	8,643,838.34
Total		\$ 31,360.71	\$ 447,351.35	\$ 4,630,644.70	\$ 1,211,967.10	\$ 2,732,363.73	\$ 2,011,079.10	\$ 2,418,457.48	\$ 3,683,387.37	\$ 17,166,611.54

(a) The CD's are shown with interest that has been added to the principal balance. The Police Pension investments are shown at market value as of April 30, 2014. The Police Pension Fund is the only fund allowed to invest in equities. The Police Pension investments will be marked to market price as of April 30, 2015 for the audited financial

#	Certif Nmbr	Amount	Interest Rate	Purchase Date	Maturity Date	Investment Maturities	Interest Credited	Current Book Value	General Fund	Vehicle Replace Fund
NORTHERN TRUST BANK										
	35551-4	1,013,891.13	0.145%	09/02/14	09/02/15		\$729.24	\$1,014,620.37	\$1,014,620.37	
	35550-6	505,578.10	0.075%	02/08/15	08/07/15		\$31.17	\$505,609.27	\$505,609.27	
	35549-9	502,806.26	0.075%	02/12/15	11/05/15		\$30.99	\$502,837.25	\$502,837.25	
	SUBTOTAL INVESTMENTS--NORTHERN TRUST BANK							\$2,023,066.89	\$2,023,066.89	\$0.00
PRIVATE BANK - LAKE FOREST										
	52027-13	134,730.55	0.15%	7/8/2014	9/8/2015		\$103.32	\$134,833.87	\$134,833.87	
	SUBTOTAL INVESTMENTS--PRIVATE BANK							\$134,833.87	\$134,833.87	
LAKE FOREST BANK & TRUST										
	51371-31	460,514.35	0.15%	03/29/15	09/29/15			\$460,514.35	\$307,237.19	\$153,277.15
	SUBTOTAL INVESTMENTS--LAKE FOREST BANK & TRUST							\$460,514.35	\$307,237.19	\$153,277.15
FIRST BANK & TRUST OF EVANSTON										
	601724631-16	113,948.63	0.325%	08/05/14	08/06/15			\$113,948.63		\$113,948.63
	SUBTOTAL INVESTMENTS--FIRST BANK/EVANSTON							\$113,948.63	\$0.00	\$113,948.63
TOTAL INVESTMENTS -- CURRENT BALANCE								\$2,732,363.73	\$2,465,137.95	\$267,225.78

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending May 31, 2015

EXHIBIT C

FY2015-16

Department	Description	Fiscal Year Total-to-Date	Fiscal Year 15-16 Budget	% of Budget Used/Rec'd	Previous Fiscal YTD	% of Budget Used/Rec'd	FY14-15 BUDGET
FUND NAME: GENERAL							
Revenues							
	Property Taxes	\$ 114,741	\$ 2,910,404	3.9%	\$ 194,586	6.9%	\$ 2,822,922
	Sales Taxes	183,500	2,703,840	6.8%	152,600	7.0%	2,169,000
	Home Rule Sales Tax	20,000	707,840	2.8%	15,000	2.7%	550,800
	North Chicago Sales tax share	-	6,000	0.0%	-	---	10,810
	Utility Taxes	39,700	729,945	5.4%	44,000	6.2%	713,440
	Other Taxes	167,417	707,050	23.7%	131,011	19.5%	673,265
	Vehicle Licenses	111,816	135,250	82.7%	115,385	84.1%	137,200
	Building Permits	44,650	660,000	6.8%	14,278	1.8%	775,000
	Demolition Permits	1,580	33,200	4.8%	700	2.8%	25,000
	Other Licenses & Permits	89,488	189,410	47.2%	84,641	44.8%	188,735
	Sewer Charge	14,886	176,000	8.5%	15,866	8.6%	185,000
	Services & Fees	770	29,475	2.6%	486	1.5%	31,660
	Fines	7,257	95,100	7.6%	9,779	11.7%	83,500
	Interest Earnings	54	12,000	0.4%	74	0.6%	12,000
	Grants	-	297,000	0.0%	-	0.0%	170,000
	Sale of Property	-	-	---	-	---	-
	Miscellaneous Revenue	22,139	380,402	5.8%	62,153	16.9%	366,992
	Operating Transfers In	-	-	---	-	---	-
Total Revenues		\$ 817,998	\$ 9,772,916	8.4%	\$ 840,559	9.4%	\$ 8,915,324
Expenditures							
	Administration	\$ 40,522	\$ 1,393,173	2.9%	\$ 52,053	3.4%	\$ 1,531,180
	Finance	31,014	470,225	6.6%	38,529	8.2%	468,265
	Community Development	9,463	72,200	13.1%	20,238	5.8%	347,390
	Boards & Commissions	15,747	331,620	4.7%	464	0.8%	60,840
	Village Hall	3,454	113,350	3.0%	3,739	4.0%	92,500
	Village Properties/Vacant Land	1,472	7,150	20.6%	1,442	40.1%	3,600
	<i>Total Administration</i>	\$ 101,670	\$ 2,387,718	4.3%	\$ 116,466	4.7%	\$ 2,503,775
	Police Sworn	\$ 172,166	\$ 2,822,935	6.1%	\$ 271,798	10.0%	\$ 2,720,130
	Police Records	154,574	484,583	31.9%	46,026	6.4%	717,550
	Crossing Guards	-	-	---	-	0.0%	9,600
	Fire	8,571	733,149	1.2%	8,954	1.2%	767,975
	Public Safety Building	5,311	85,550	6.2%	9,612	9.5%	100,750
	<i>Total Public Safety</i>	\$ 340,622	\$ 4,126,217	8.3%	\$ 336,390	7.8%	\$ 4,316,005
	Streets, Lighting	\$ 24,300	\$ 1,918,100	1.3%	\$ 37,810	3.7%	\$ 1,027,730
	Sanitation	45,974	603,575	7.6%	45,260	7.3%	617,610
	Forestry	7,168	187,827	3.8%	8,170	4.4%	186,735
	Parks/Parkways/Ravines	5,363	222,385	2.4%	7,286	3.9%	187,585
	Sewers	8,793	489,865	1.8%	9,256	1.7%	551,530
	Public Works Facility	2,399	53,525	4.5%	2,697	2.6%	104,135
	Commuter Station	5,245	88,928	5.9%	4,217	4.6%	91,725
	<i>Total Public Works</i>	\$ 99,242	\$ 3,564,205	2.8%	\$ 114,696	4.1%	\$ 2,767,050
Total Expenditures		\$ 541,534	\$ 10,078,140	5.4%	\$ 567,552	5.9%	\$ 9,586,830

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending May 31, 2015

EXHIBIT C

FY2015-16

Department	Description	Fiscal Year Total-to-Date	Fiscal Year 15-16 Budget	% of Budget Used/Rec'd	Previous Fiscal YTD	% of Budget Used/Rec'd	FY14-15 BUDGET
FUND NAME: GENERAL							
<i>Expenditures by Type</i>							
	Salaries, Benefits, Insurance	\$ 280,308	\$ 3,963,444	7.1%	\$ 411,780	10.2%	\$ 4,056,855
	Contractual & Commodities	260,205	2,870,203	9.1%	103,739	3.4%	3,016,610
	Interfund Transfers Out	-	1,159,643	0.0%	42,394	3.3%	1,301,215
	Contingency	-	200,000	0.0%	-	0.0%	300,000
	Total Operating Expenditures	\$ 540,513	\$ 8,193,290	6.6%	\$ 557,914	6.4%	\$ 8,674,680
	Capital & Land Acquisition	1,021	1,884,850	0.1%	9,638	1.1%	912,150
	Total Expenditures	\$ 541,534	\$ 10,078,140	5.4%	\$ 567,552	5.9%	\$ 9,586,830

FUND NAME: WATER

Revenues

	Water Sales	\$ 102,522	\$ 1,365,120	7.5%	\$ 105,113	7.9%	\$ 1,322,500
	Connection Fees	4,800	22,000	21.8%	-	0.0%	120,375
	Meter Sales	400	6,500	6.2%	-	0.0%	3,925
	Other Fees	-	150	0.0%	-	----	-
	Interest Earnings	7	2,000	0.4%	-	0.0%	2,400
	Miscellaneous Revenue	25	450	5.6%	56	11.3%	500
	IRMA Surplus Credit	-	3,000	0.0%	-	----	2,700
	Interfund Operating Transfr	-	-	----	-	----	-
	Total Revenues	\$ 107,755	\$ 1,399,220	7.7%	\$ 105,169	7.2%	\$ 1,452,400

Expenses

	Salaries & Benefits	\$ 16,541	\$ 256,281	6.5%	\$ 27,792	10.2%	\$ 271,445
	IMRF	-	25,200	0.0%	-	0.0%	24,450
	FICA/Medicare	-	13,900	0.0%	-	0.0%	15,325
	Water Purchases	51,724	628,125	8.2%	58,396	9.7%	603,840
	Contractual & Commodities	1,362	96,845	1.4%	1,498	1.6%	95,845
	Debt Principal/Interest Paymnt	-	219,044	0.0%	-	0.0%	222,344
	Contingency	-	50,000	0.0%	-	0.0%	50,000
	Interfund Transfers Out	-	15,000	0.0%	-	0.0%	15,000
	Capital Equipment	-	300,000	----	-	----	375,000
	Capital Infrastructure	-	40,000	----	-	----	139,182
	Total Expenses before Depreciation	\$ 69,627	\$ 1,644,395	4.2%	\$ 87,686	4.8%	\$ 1,812,431
	Depreciation Expense		-				-
	Total Expenses After Depreciation	\$ 69,627	\$ 1,644,395	4.2%	\$ 87,686	4.8%	\$ 1,812,431

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending May 31, 2015

EXHIBIT C

FY2015-16

Department	Description	Fiscal Year Total-to-Date	Fiscal Year 15-16 Budget	% of Budget Used/Rec'd	Previous Fiscal YTD	% of Budget Used/Rec'd	FY14-15 BUDGET
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SPECIAL REVENUE, CAPITAL PROJECTS, DEBT SERVICE FUNDS & POLICE PENSION TRUST

FUND NAME: IMRF

Revenues		\$ 6,842	\$ 153,790	4.4%	\$ 10,971	7.1%	\$ 154,100
Expenditures	IMRF on Water Salaries in Water Fund	\$ 13,555	\$ 158,250	8.6%	\$ 25,865	13.3%	\$ 194,205

FUND NAME: SOCIAL SECURITY

Revenues		\$ 8,604	\$ 194,050	4.4%	\$ 13,099	7.3%	\$ 179,565
Expenditures	FICA on Water Salaries in Water Fund	\$ 19,399	\$ 245,525	7.9%	\$ 29,857	12.8%	\$ 233,460

FUND NAME: SPECIAL FIRE INS TAX

Revenues		\$ -	\$ 27,415	0.0%	\$ -	0.0%	\$ 24,368
Expenditures		\$ -	\$ 31,700	0.0%	\$ -	0.0%	\$ 28,800

FUND NAME: MOTOR FUEL TAX

Revenues & Transfers In from General		\$ 11,004	\$ 171,045	6.4%	\$ 37,299	10.9%	\$ 342,045
Expenditures		\$ -	\$ -	----	\$ -	---	\$ 490,000

FUND NAME: E911 SURCHARGE

Revenues		\$ 6,929	\$ 78,530	8.8%	\$ 6,713	9.0%	\$ 74,730
Expenditures		\$ -	\$ 141,942	0.0%	\$ 533	0.2%	\$ 273,177

FUND NAME: VEHICLE/EQUIP REPLACE

Revenues & Transfers In		\$ 10	\$ 279,300	0.0%	\$ 6,023	1.7%	\$ 347,400
Capital Equipment Expenditures		\$ -	\$ 194,750	0.0%	\$ 5,626	3.2%	\$ 175,626

FUND NAME: REDEVELOPMENT PROGRAM

Revenues & Transfers In		\$ 4	\$ 10	40.0%	\$ -	----	\$ -
Expenditures		\$ -	\$ 95,000	0.0%	\$ 412,667	229.3%	\$ 180,000

Revenues from this account are reimbursements for grants for North Shore Traffic signal & roadway improvement and Route 41/176 Interchange project.

FUND NAME: 2012 REFUNDING BONDS

Revenues & Transfers In from General Fund		\$ -	\$ 254,293	0.0%	\$ -	0.0%	\$ 255,900
Expenditures - Bond Payments		\$ -	\$ 254,293	0.0%	\$ -	0.0%	\$ 256,363

FUND NAME: POLICE PENSION TRUST

Additions		\$ 27,499	\$ 976,295	2.8%	\$ 59,317	5.6%	\$ 1,055,315
Deductions		\$ 66,067	\$ 851,700	7.8%	\$ 70,026	8.0%	\$ 875,947

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

Agenda Item: 7b

Subject: REQUEST FROM BERNIE’S BOOK BANK TO WAIVE OR
REDUCE BUILDING PERMIT FEES FOR THE REMODELING OF
917 NORTH SHORE DRIVE

Action Requested: CONSIDERATION OF REQUEST (Roll Call Vote)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Bernie’s Book Bank, a charitable organization that distributes books to children in need, plans to relocate to Lake Bluff and move into the building at 917 North Shore Drive. On May 7, 2015 the Village received the attached letter from Brian Floriani, Founder and Executive Director of Bernie’s Book Bank, requesting a waiver or reduction of fees associated with the remodeling of 917 North Shore Drive. As the cost of this construction work is \$946,436, it is estimated the fees for this project would amount to \$28,380 if no waiver or reduction were granted.

Similar requests have been considered on a case-by-case basis for other non-profit and governmental organizations.

Reports and Documents Attached:

- Letter Dated May 6, 2015 from Brian Floriani, Founder and Executive Director.

Village Administrator’s Recommendation: Consideration of Request

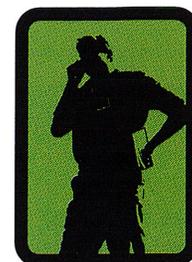
Date Referred to Village Board: 6/22/2015

May 6, 2015

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

RECEIVED
MAY 11 2015

BY:



**BERNIE'S
BOOK BANK**

**BOOKS FOR A
BETTER LIFE**

**RE: Bernie's Book Bank
917 North Shore Drive, Lake Bluff
Not-for-Profit request for permit fee reduction**

info@berniesbookbank.org
847-780-READ [7323]
www.berniesbookbank.org
28101 N. Ballard Dr., Unit A
Lake Forest, Illinois 60045

Dear Mr. Irvin:

My name is Brian Floriani and I am the Founder and Executive Director of Bernie's Book Bank, a non-profit organization that currently resides in Lake Forest, IL. Bernie's Book Bank collects, processes and distributes quality new and gently used children's books to significantly increase book ownership among at-risk infants, toddlers and school-age children throughout Chicagoland. To date, Bernie's Book Bank has distributed over 3.9 million books to local children in need.

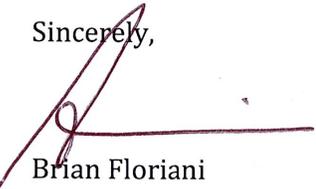
Bernie's Book Bank is a registered 501(c)3 charitable organization and we rely on donations of books, volunteers and financial donors. Working together, we are transforming the educational journeys of thousands of at-risk children, and providing them the opportunities to succeed that all children should have.

Our organization has grown significantly since its inception in 2009 and we have grown out of our current space. We have leased a significantly larger space at 917 North Shore Drive in Lake Bluff, Illinois. We plan to submit drawings for permit in the near future and are requesting permit fee relief from the Village of Lake Bluff.

We are excited to start the next chapter and reach our goal of serving all 400,000+ Chicagoland children in need of books by 2016.

I appreciate your consideration in this matter and look forward to your response.

Sincerely,


Brian Floriani
Founder and Executive Director, Bernie's Book Bank

Cc: Rob Davis, Bernie's Book Bank Board of Directors
Liz Peron, Bernie's Book Bank Facilities Committee Chairperson
Jim Foley, EQREP

BOARD OF DIRECTORS

Barrett Davie, Chair
Founder, EVP Strategy,
InStadium, Inc.

Jamie Wildman, Vice-chair
Managing Director,
William Blair & Company, LLC

Steve Pemberton, Vice-chair
Chief Diversity Officer, Walgreens, Inc.

Robert Krebs, Secretary
Project Director, Dakota Systems, Inc.

Chip Grace, Treasurer
Partner, May River Capital, LLC

Cynthia Cobb
President/Principal,
3C - Cynthia Cobb Consulting, LLC

R. Craig Collister
Senior Partner,
RoundTable Healthcare Partners

Graham Cook
Managing Member,
Slycook Partners, LLC

Rob Davis
Partner, DLA Piper

Tom Donovan
Director, Lazard

Peter Hunter
Officer,
Northern Trust Securities, Inc.

Shelley Patenaude
Interior Designer,
Shelley Patenaude Interiors

Ben Rubin
Senior VP in Commercial Banking,
Wintrust Financial Corporation

Jonathan Sisler
CFO, Coyote Logistics, LLC

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

Agenda Item: 7c

Subject: A REPORT CONCERNING THE ELECTRONIC STORAGE AND
DISPOSITION OF CERTAIN VILLAGE RECORDS

Action Requested: ACCEPTANCE OF THE REPORT (Voice Vote)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

Village Staff continues to work with the Records Management Section of the Illinois State Archives to obtain the necessary approval to convert paper records to electronic files and to dispose of certain Village records. The Records Management Section of the Illinois State Archives is responsible for assisting local government agencies with the disposal of records. In Illinois, no public record may be disposed of without State approval. Attached is a list of Village documents that Staff plans on submitting to the State seeking approval for disposal. All of these documents have exceeded the required holding period and the Village Board agenda packages have been converted to electronic files. This matter is being presented for the Board's information and if there are no objections to the provided list, Village Staff will coordinate the appropriate disposal of the hard copy of the documents.

Reports and Documents Attached:

- A List of the Village Records Proposed for Disposal.

Village Administrator's Recommendation: Acceptance of the Report.

Date Referred to Village Board: 6/22/2015

Proposed Village Records for Disposal by the State of Illinois

BOARD PACKAGES	Inclusive Dates
<i>Vehicle Sticker Applications</i>	2003
<i>Payroll Checks</i>	2003
<i>Route 1, 2 and 3 Water Billing Registers</i>	2002
<i>Water Address Books</i>	7/93 to 1/97
<i>Service Request Forms</i>	2008
<i>Daily Cash Receipts Water</i>	1994 to 1995; 1995 to 1996; 1998 to 1999; 1999 to 2000;
<i>Accounts Payable Check Register</i>	FY 07 - 08
<i>Contractors License Forms</i>	1992-1993
<i>Penalty Charges</i>	1992 to 1993
<i>Water Bills Copies</i>	4/15/97 to 9/15/97
<i>Route 1 Billing Register</i>	2001
<i>Water Payments & Adjustments</i>	9/2001 to 11/2001
<i>Water Open Accounts</i>	8/2002 to 4/2005
<i>Plan Commission Board Packets</i>	2004 and 2005
<i>Architectural Board of Review Packets</i>	2004
<i>Zoning Board of Appeals Packets</i>	2004
<i>Village Board of Trustee Packets</i>	2002/ 2003 and 2004

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

Agenda Item: 9a

Subject: APPOINTMENT TO VARIOUS ADVISORY BOARDS AND COMMISSIONS

Action Requested: APPROVAL OF APPOINTMENT (Voice Vote)

Originated By: VILLAGE PRESIDENT

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

The Village President is required by the municipal code to appoint members to the Village's various advisory Boards and Commissions, subject to the consent of the Board of Trustees. The following Village resident is recommended for appointment for a term expiring April 30, 2017:

Senior Resources Commission: Mary Jo Davis

Village President's Recommendation: Approval of Appointment.

Date Referred to Village Board: 6/22/2015



RECEIVED
MAY 21 2015

ADVISORY BOARD/COMMISSION APPLICATION

APPLICANT INFORMATION

Full Name: MARY JO DAVIS
Address: 332 E. PROSPECT AVE LAKE BLUFF IL 60044
Home Phone: Cell Phone: Email: maryjoedavis@yahoo.com Lake Bluff Resident for: 10 years
Do you own your home: NO Do you rent your home: DAUGHTER'S HOME Condo: Apartment:
Spouse/Significant Other Name (if applicable): Child(ren) Name/Age (if applicable):

WORKPLACE CONTACT INFORMATION

Workplace Name: RETIRED SINCE JUNE, 2004
Address: Street City State Zip
Type of Business: Position: Work Phone:

BOARD OR COMMISSION INFORMATION

In which capacity would you like to volunteer for Lake Bluff (select all boards/commissions you are interested in):
Architectural Board of Review Joint Plan Commission & Zoning Board of Appeals
Board of Police Commissioners Police Pension Board of Trustees
Committee Representing Our Young Adults X Senior Resources Commission
Historic Preservation Commission Other:

- 1. Please list special skills, knowledge or professional experience that would contribute to the board(s) for which you are expressing an interest. RETIRED SOCIAL WORKER, FORMER EX. DIR OF DOMESTIC VIOLENCE SHELTERS & CHILD ABUSE (SEXUAL) PREVENTION PROGRAMS, CONSULTANT TO NON PROFITS BOARDS FOR FUNDRAISING, BD ORIENTATION & TRAINING, LONG RANGE & STRATEGIC PLANNING
- 2. Identify any board, commission or committee on which you have served either in Lake Bluff or another municipality. SERVED ON BOARDS & COMMITTEES WHILE LIVING IN CINCINNATI - NONE IN LAKE BLUFF
- 3. Describe any professional organization(s) in which you are active. CURRENTLY - SINCE MY RETIREMENT - NONE
- 4. Are there any circumstances that could pose a conflict of interest if you are appointed? NONE I CAN IMAGINE
- 5. Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings.
- 6. Please explain why you are interested in volunteering to serve the Village of Lake Bluff. AS AN ACTIVE PARTICIPANT OF THE SR. CTR. DICKINSON HALL - I CAN SPEAK TO THE NEEDS & BENEFITS OF D.H. MEMBERSHIP AND MY RESIDENCY IN L.O.B.

POST HIGH SCHOOL EDUCATION

Name of Institution	City/State	Major	Degree/Certificate	No. Years Attended
College: UNIVERSITY OF CINCINNATI	CIN'TI, OH	SOCIOLOGY	B.A.	4
Graduate School: UNIVERSITY OF KENTUCKY	LEXINGTON, KY	SOC. WORK	M.S.W.	3/83

Please provide two local references (with contact information). CAROLE WIGNER, C.WIGNER410@gmail.com
KAREN DAIKEY, CITYKAREN@YAHOO.COM

Please feel free to attach a resume and/or provide any other information which may assist the Village Board in making an advisory board appointment.

MARY JO DAVIS
Applicant's Printed Name Signature Date 5/20/2015

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

Agenda Item: 11

Subject: AN ORDINANCE AMENDING TITLE III OF THE LAKE BLUFF
MUNICIPAL CODE CONCERNING THE NUMBER OF LIQUOR LICENSES
(Target Corporation)

Action Requested: SECOND READING APPROVAL (Roll Call Vote)

Originated By: TARGET CORPORATION

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

On June 8, 2015 the Village received a liquor license application from Target Corporation. The application seeks approval of a Class A license which authorizes the retail sale of alcohol, in the original package and not for consumption on the premises where sold, as well as limited alcohol tasting activities. Section 3-2-10 of the Municipal Code establishes the maximum number of alcoholic beverage licenses (by classification) available for issuance. Currently the liquor regulations allow for two Class A licenses (held by Heinen's and Wisma). Therefore, it is recommended Section 3-2-10 of the Municipal Code be amended to increase the number of licenses for Class A from two to three. The Village Board approved first reading at its June 8th meeting.

Reports and Documents Attached:

- Ordinance Amending the Village's Liquor Code.

Liquor Commissioner's Recommendation: Consideration of Second Reading of the Ordinance.

Village Administrator's Recommendation: Consideration of Second Reading of the Ordinance.

Date Referred to Village Board: 6/22/2015

ORDINANCE NO. 2015-__

**AN ORDINANCE AMENDING
TITLE 3 OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
CONCERNING THE NUMBER OF LIQUOR LICENSES**

Passed by the Board of Trustees, _____, 2015

Printed and Published, _____, 2015

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. 2015-__

**AN ORDINANCE AMENDING
TITLE 3 OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
CONCERNING THE NUMBER OF LIQUOR LICENSES**

WHEREAS, pursuant to the Illinois Liquor Control Act, 235 ILCS 5/1-1 *et seq.*, the Village of Lake Bluff has the authority to license and regulate the retail sale of alcoholic beverages in the Village; and,

WHEREAS, the Village of Lake Bluff desires to increase the number of Class A licenses in response to a recently received application for such license; and,

WHEREAS, the President and the Board of Trustees of the Village have found and determined that the adoption of the amendments set forth in this Ordinance are in the best interest of the Village and its residents.

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

Section 1. Recitals.

The foregoing recitals are incorporated into and made a part of this Ordinance by this reference as if fully set forth.

Section 2. Amendment to Number of Licenses.

Section 3-2-10, entitled "Number of Licenses" of Chapter 2, entitled "Liquor Control," of Title 3, entitled "Business and License Regulations," of the Lake Bluff Municipal Code, shall be and it is hereby amended to increase the number of Class A licenses as follows:

"3-2-10: Number of Licenses: The maximum number of alcoholic beverage licenses by classification thereof available at any time for issuance shall be as follows:

<u>Class</u>	<u>Number</u>
***	***
A	<u>3</u> =2 "

Section 4. Effective Date.

This Ordinance shall be effective following passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law and publication in pamphlet form in the manner required by law.

PASSED this __ day of _____, 2015, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ___ day of _____, 2015.

Village President

ATTEST:

Village Clerk

FIRST READING: June 8, 2015

SECOND READING:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

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

Agenda Item: 12

Subject: A RESOLUTION APPROVING A SIGN EXEMPTION REQUEST FOR LEGGY BIRD DESIGNS AT 103 E. SCRANTON AVENUE

Action Requested: ADOPTION OF THE RESOLUTION (Roll Call Vote)

Originated By: LEGGY BIRD DESIGNS (Petitioner)

Referred To: ARCHITECTURAL BOARD OF REVIEW

Summary of Background and Reason For Request:

On May 18, 2015 the Village received a sign permit application for a wall sign, window signs, and a door sign from Leggy Bird Designs, an interior design firm located at 103 E. Scranton Avenue.

The Architectural Board of Review (ABR) reviewed the proposed signs at its June 2, 2015 meeting and:

- Approved a wall sign, approximately 5 sq. ft. in size, that hangs above the entryway,
- Approved window signs for the storefront windows, and
- Recommended the Village Board grant an exemption from (Section 10-10-14B(2)) of the Sign Code to allow a door sign when other locations for signage are available.

In preparation for the Village Board's consideration of the request, the neighboring property owners have been notified of the meeting date and a resolution has been prepared transmitting the ABR's recommendation.

Vicki Lindstrom, of Leggy Bird Designs, as well as Village Staff, will be in attendance at the meeting to answer questions from the Board.

Reports and Documents Attached:

1. Resolution Approving a Sign Exemption Request for Leggy Bird Designs;
2. Proposed Sign Plans; and
3. ABR Staff Report (without Attachments) dated May 29, 2015.

ABR's Recommendation: Adoption of the Resolution.

Village Administrator's Recommendation: Consideration of the Resolution.

Date Referred to Village Board: 6/22/2015

RESOLUTION NO. 2015-

A RESOLUTION APPROVING
A SIGN EXEMPTION REQUEST
(Leggy Bird Designs)

WHEREAS, Leggy Bird Designs, LLC ("**Applicant**") is a tenant in the property owned by Lawrence Property, LLC ("**Owner**") and located at 103 E Scranton Avenue, within the Village's CBD Zoning District; ("**Property**") and,

WHEREAS, the Applicant desires to construct signs, as depicted in the plans prepared by Leggy Bird Designs and dated May 18, 2015, which plans are attached to and incorporated into this Resolution as Exhibit A ("**Plans**"); and,

WHEREAS, the Applicant has requested an exemption from Section 10-10-14(B)2 of the signage requirements in the Village's Zoning Regulations to permit the installation of a door sign ("**Door Sign**") at the Property ("**Sign Exemption Request**"); and,

WHEREAS, the Owner has consented to the Applicant's request for approval of the Sign Exemption Request; and,

WHEREAS, pursuant to Section 10-10-15B of the Municipal Code, the Architectural Board of Review considered the Sign Exemption Request at its public meeting on June 2, 2015, on which date the Architectural Board of Review recommended that the Village Board approve the Sign Exemption Request; and,

WHEREAS, pursuant to the Zoning Regulations, the Village Administrator caused written notice to be mailed to the owners of all property contiguous to, or directly across the public right-of-way from the Property, which notice informed those owners of the address of the Property and the nature of the Sign Exemption Request; and,

WHEREAS, pursuant to Section 10-10-19B of the Zoning Regulations, the Village President and Board of Trustees have determined that a sign exemption is appropriate because of the special unique circumstances presented by the development of the Property, and that granting the Sign Exemption Request as recommended by the Architectural Board of Review will not defeat the fundamental purposes and intent of Section 10-10-1 of the Municipal Code and will not be detrimental to the public welfare or injurious to the property in the vicinity of the Property; and,

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of the Village to approve the Sign Exemption Request in accordance with, and subject to, the provisions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED 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 of the President and Board of Trustees.

Section 2. Approval of Sign Exemption Request.

Pursuant to Section 10-10-19 of the Municipal Code of the Village of Lake Bluff, and subject to and contingent on satisfaction of the conditions set forth in Section 3 of this Resolution, the Village President and Board of Trustees hereby grant approval of the Sign Exemption Request to allow for the erection, installation and maintenance of the Door Sign as depicted on the Plans.

Section 3. Conditions.

A. Continued Effect. All provisions of the Approval Ordinance and the Site Plan, as amended that are not expressly amended in this Resolution remain in full force and effect.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Building Commissioner or Village Engineer in accordance with applicable Village standards, the Monument Sign must be located, constructed, installed, and maintained in substantial compliance with the Plans.

C. Compliance with Applicable Law. In addition to the other specific requirements of this Resolution, the Property and all operations conducted thereon must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations, including building, electrical, and fire prevention codes.

D. No Construction until Final Approval. Except as otherwise authorized by the Village Administrator, no erection, installation or maintenance of the Monument Sign, will be permitted unless and until this Resolution becomes effective pursuant to Section 5.

E. No Approval of Other Signage. The approval in Section 2 of this Resolution is limited to the approval of the Sign Exemption Request for the Door Sign as depicted on the Plans, pursuant to the conditions stated herein, and does not authorize or approve any exemptions from the Zoning Regulations for any other signage for the Property or any modification of the Door Sign as depicted on the Plans.

Section 4. Failure to Comply with Conditions.

Upon failure or refusal of the Applicant or Owner or any of their officers, employees, or agents, to comply with any or all of the conditions, restrictions, or provisions of this Resolution, the approval granted in this Resolution shall, at the sole discretion of the President and Board of Trustees, by resolution duly adopted, be revoked and become null and void.

Section 5. Effective Date.

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

- i. passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law; and
- ii. the filing by the Applicant and Owner with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of

the terms, conditions, and limitations set forth in this Resolution in the form attached as **Exhibit B** and, by this reference, made a part of this Resolution.

B. In the event that the Applicant and Owner do not file with the Village a fully executed copy of the unconditional agreement and consent required under Section 5.A.ii within 60 days after the date of passage of this Resolution, then, at the option of the Village Board of Trustees, this Resolution shall be rendered null and void and of no force or effect.

PASSED this ___th day of _____, 2015, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ___ th day of _____, 2015.

Village President

ATTEST:

Village Clerk

EXHIBIT A

PLANS

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lake Bluff, Illinois (the "Village"):

WHEREAS, Leggy Bird Designs. ("**Applicant**") is a tenant in the property owned by Lawrence Property LLC ("**Owner**") and located at 103 E Scranton Avenue, within the Village's CBD Zoning District, ("**Property**") and,

WHEREAS, the Applicant desires to construct signs, as depicted in the plans prepared by Leggy Bird Designs and dated May 18, 2015, which plans are attached to and incorporated into this Resolution as Exhibit A ("**Plans**"); and,

WHEREAS, the Applicant has requested an exemption from Section 10-10-14(B)2 of the signage requirements in the Village's Zoning Regulations to permit the installation of a door sign ("**Door Sign**") at the Property ("**Sign Exemption Request**"); and,

WHEREAS, Resolution No. 2015-__ , adopted by the President and Board of Trustees of the Village on _____ , 2015, grants approval for the Sign Exemption Request, subject to certain conditions; and,

WHEREAS, Resolution No. 2015- __ provides that the Resolution will be of no force or effect unless and until the Applicant and Owner shall have filed with the Village Clerk, within 60 days after passage of the Resolution its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Resolution

NOW THEREFORE, the Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and Owner hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Resolution No. 2015-__ , adopted by the Village Board of Trustees on _____ , 2015 (the "Resolution").
2. Applicant and Owner acknowledge and agree that the Village is not and shall 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 Property, and that the Village's issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicant or Owner against damage or injury of any kind and at any time.
3. Applicant and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Resolution, have considered the possibility of the revocation provided for in the Resolution, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right.

4. Applicant and Owner agree to and 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 and against any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Resolution.

ATTEST:

Leggy Bird Designs, LLC

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

Lawrence Property, LLC

By: _____

By: _____

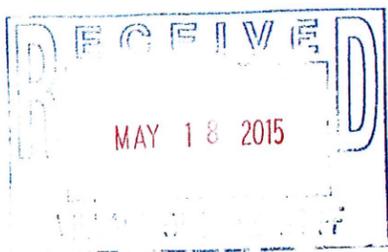
Its: _____

Its: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2015.

Notary Public

LEGGY BIRD DESIGNS
103 SCRANTON AVE.
SUBMITTED 5/18/15
VICKI LIDSTROM
847-668-8992



HANGING SIGN MATERIALS:

- PAINTED WOOD
- WHITE LACQUER WITH BLACK AND GOLD BORDER
- (FONT- ZAFFINO)
- TOP MOUNTED METAL BRACKET
- 90" FROM GROUND TO BOTTOM OF SIGN



FRONT WINDOWS:
ARCHITECTURE * INTERIORS

WHITE LETTERING
(FONT- COPPERPLATE GOTHIC LIGHT)

DOOR WINDOW:

- LBD LOGO
- LEGGY BIRD DESIGNS (FONT-ZAFFINO)
- ARCHITECTURE * INTERIORS
- BY APPOINTMENT ONLY
- 224-206-7441

WHITE LETTERING
(FONT- COPPERPLATE GOTHIC LIGHT)

VILLAGE OF LAKE BLUFF

Memorandum

TO: Chairman Hunter and Members of the Architectural Board of Review

FROM: Mike Croak, Building Codes Supervisor

DATE: May 29, 2015

SUBJECT: Agenda Item #4 – Consideration of a Sign Permit Application for Leggy Bird Designs at 103 E Scranton Avenue.

Leggy Bird Designs (Petitioner) recently began an interior remodeling in preparation to move into the space at 103 E Scranton Avenue. They are proposing a sign hung from the ceiling of the entryway (which is considered a wall sign per the Sign Code), a sign on the glass of the door, and two window signs.

The proposed wall sign and the two window signs comply with the Sign Code. The door sign requires an exemption to Section 10-10-14(B)2 of the Sign Code, which reads, "Door signs. Such signs shall be allowed only if the door is the only available signage location for the premises, owner, occupant or business." A similar exemption has granted for other door signs in the Central Business District.

The following is a chart summarizing the measurements of the proposed signs:

Sign Code (Central Business District)	Proposed Signage
1.) One wall sign is permitted	Complies
2.) Allowable area for the wall sign is 30 square feet	Complies – the proposed wall sign is 4.4 sq ft
3) Allowable window sign area not to exceed 30% of window area	Complies
4) Door sign is not permitted unless the door is the only available location for signage	Exemption required
5) Door lettering height is not to exceed 5"	Complies

Recommendation:

The ABR has the authority to:

- Recommend the Village Board grant or deny an exemption from the Sign Code regulations for the signage as presented;
- Approve a sign permit (with conditions) that complies with all Code regulations; or
- Deny the sign permit.

The petitioner will be in attendance at Tuesday's meeting to respond to questions from the ABR. If you should have any questions regarding this matter, please feel free to contact me at 847-283-6885.

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

Agenda Item: 13

Subject: A RESOLUTION APPROVING A SITE PLAN REVIEW FOR
BERNIE’S BOOK BANK AT 917 NORTH SHORE DRIVE

Action Requested: ADOPTION OF THE RESOLUTION (Roll Call Vote)

Originated By: BERNIE’S BOOKS (Petitioner)

Referred To: ARCHITECTURAL BOARD OF REVIEW

Summary of Background and Reason For Request:

Bernie’s Book Bank (Petitioner), a charitable organization that distributes books to children in need, plans to relocate to 917 North Shore Drive. The Petitioner proposes adding a trellis, an entry canopy, and a wall at the entryway on the north side of the building. A wall sign is proposed on the entry wall and a ground sign is proposed east of the driveway.

On June 2, 2015 the ABR considered proposal and approved the signs as submitted and recommended Village Board approval of the proposed alterations to the building.

In preparation for the Village Board’s consideration of the request, the neighboring property owners have been notified of the meeting date and a resolution has been prepared transmitting the ABR’s recommendation.

Brian Floriani (Bernie’s Book Bank Founder and Executive Director), Liz Peron (Facilities Subcommittee Chairperson), and Jim Foley (Owner’s Representative), as well as Village Staff, will be in attendance at the meeting to answer questions from the Board.

Reports and Documents Attached:

1. Resolution Approving Building Alterations for 917 North Shore Dr.;
2. Drawings of the Proposed Signs and Building Changes; and
3. A copy of the May 29, 2015 ABR Staff Report (without Attachments).

ABR’s Recommendation: Adoption of the Resolution.

Village Administrator’s Recommendation: Consideration of the Resolution.

Date Referred to Village Board: 6/22/2015

RESOLUTION NO. 2015-**A RESOLUTION APPROVING A SITE PLAN
FOR BERNIE'S BOOK BANK****(917 North Shore Drive)**

WHEREAS, the Applicant, Bernard P. Floriani Foundation Inc. d/b/a Bernie's Book Bank ("**Applicant**"), is a tenant in that certain property located at 917 North Shore Drive within the Village's L-1 Light Industry District ("**Property**"); and,

WHEREAS, the Property is improved with a single structure divided into two tenant spaces, and Applicant occupies the northern half of the structure; and,

WHEREAS, the Applicant seeks to construct certain improvements to the Property, including signage, a trellis, entry canopy and entryway wall (collectively, the "**Improvements**") all as depicted in the site plan attached hereto as Exhibit A ("**Site Plan**"); and,

WHEREAS, on June 2, 2015, pursuant to Sections 10-7A-8 and 10-2-8 of the Lake Bluff Zoning Regulations, the Lake Bluff Architectural Board of Review conducted a public hearing and recommended that the President and Board of Trustees approve the Site Plan; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the Village to approve the Site Plan in accordance with, and subject to, the conditions, restrictions, and provisions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED 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, and made a part of, this Resolution as findings of the Village Board.

Section 2. Public Hearing.

A public hearing to consider the Applicant's request for approval of the Site Plan was duly noticed pursuant to Section 10-2-8B of the Village's Zoning Regulations and held by the Architectural Board of Review on June 2, 2015, on which date the Architectural Board of Review recommended that the Village Board approve the Site Plan.

Section 3. Approval of the Site Plan.

In accordance with the standards and procedures in Section 10-2-8D of the Zoning Regulations, and subject to and contingent upon the conditions in Section 4 of this Resolution, the Site Plan, consisting of 12 pages prepared by Partners in Design on behalf of the Applicant, all of which are attached to and incorporated into this Resolution as **Exhibit A**, is approved pursuant to Subsection 10-2-8C of the Zoning Regulations and the home rule powers of the Village.

Section 4. Conditions.

The approval granted in Section 3 of this Resolution is subject to and contingent upon each of the following conditions, restrictions, and provisions:

A. Compliance with Site Plan The development, use, and maintenance of the Property must be in strict compliance with the Site Plan.

B. Compliance with Applicable Law. In addition to the other specific requirements of this Resolution, the Property must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations, including without limitation the Village's building, electrical, and fire prevention codes.

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 Resolution, the Site Plan, or the Zoning Regulations, the approval of the Site Plan granted in Section 3 of this Resolution may, at the sole discretion of the Village Board, by resolution duly adopted, be revoked and become null and void.

Section 6. Effect of Approval.

Pursuant to Section 10-2-8E of the Lake Bluff Zoning Regulations, the approval granted pursuant to Section 3 of this Resolution shall not authorize the establishment or extension of any use, nor the development, construction, reconstruction, alteration, or moving of any buildings or structures, but shall merely authorize the preparation, filing, and processing of applications for any permits or approvals that may be required by the codes and ordinances of the Village, including, without limitation, building permits.

Section 7. Amendments to the Site Plan.

Any amendments to the Site Plan may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Regulations.

Section 8. Effective Date.

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

- i. passage by the President and Board of Trustees in the manner required by law; and
- ii. 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, signed by the Applicant, to accept and abide by each and all of the terms, conditions and limitations set forth in this Resolution. The unconditional agreement and consent must be in the form of Exhibit B attached hereto and by this reference made a part of this Resolution.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent required pursuant to paragraph 8.A.ii of this Resolution within 60 days after the date of passage of this Resolution by the

President and Board of Trustees, then, at the option of the President and Board of Trustees by resolution duly adopted, this Resolution shall be of no force or effect and shall be rendered null and void.

PASSED this ___ day of _____, 2015, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ___ day of _____, 2015.

Village President

ATTEST:

Village Clerk

#35885151_v1

Exhibit A

Site Plan

Exhibit B

Applicant's Unconditional Agreement and Consent

TO: The Village of Lake Bluff, Illinois ("**Village**");

WHEREAS, the Applicant, Bernard P. Floriani Foundation Inc. d/b/a Bernie's Book Bank ("**Applicant**"), is a tenant in that certain property located at 917 North Shore Drive within the Village's L-1 Light Industry District ("**Property**"); and,

WHEREAS, the Property is improved with a single structure divided into two tenant spaces, and Applicant occupies the northern half of the structure; and,

WHEREAS, the Applicant seeks to construct certain improvements to the Property, including signage, a trellis, entry canopy and entryway wall (collectively, the "**Improvements**") all as depicted in the site plan attached hereto as Exhibit A ("**Site Plan**"); and,

WHEREAS, Resolution No. _____, adopted by the President and Board of Trustees of the Village of Lake Bluff on _____, 2015, ("**Resolution**") approves the requested Site Plan for the Property, subject to certain modifications, conditions, restrictions, and provisions; and,

WHEREAS, Subsection 8.B of the Resolution provides, among other things, that the Resolution 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 Resolution, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Resolution.

NOW, THEREFORE, the Applicant does hereby agree and covenant 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 Resolution.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, 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 Facility and the Property, including, without limitation, the Site Plan approved in the Resolution, and that the Village's issuance of any such permits or approvals 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 Facility or the Property, or the Village's adoption of the Resolution.

Dated: _____, 2015.

ATTEST:

**BERNARD P. FLORIANI FOUNDATION INC.
D/B/A BERNIE'S BOOK BANK**

By: _____

By: _____

Its: _____

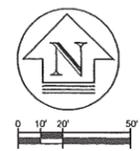
Its: _____

2015.05.15

Bernie's Book Bank
Village of Lake Bluff
Architectural Review Package

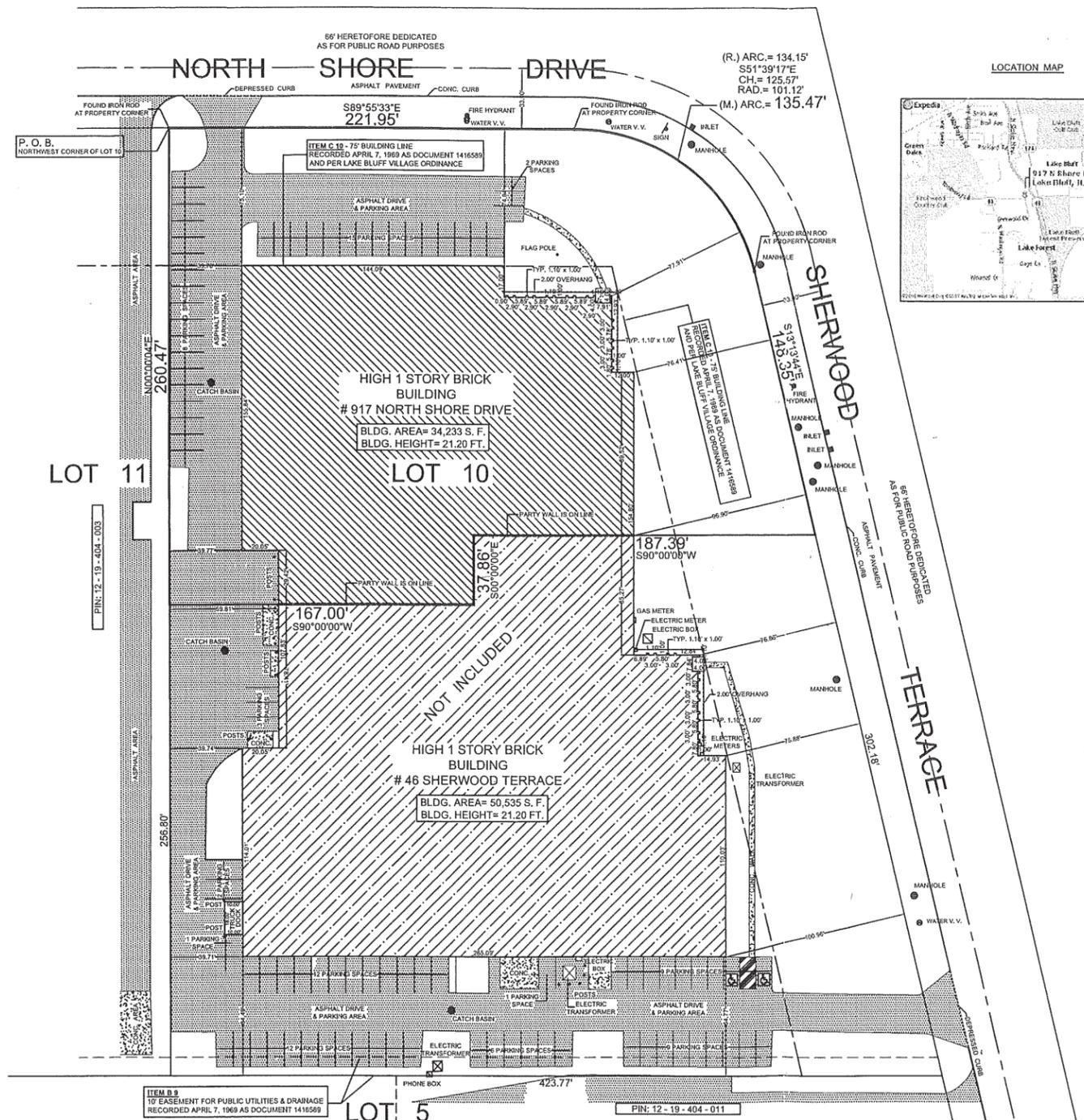


File #917 NSD



LEGEND

- CATCH BASIN
- ⊕ FIRE HYDRANT
- MANHOLE
- ⊕ SIGN
- ⊕ INLET
- ⊕ WATER V.V.
- ⊕ FLAG POLE
- ☐ PHONE BOX
- ⊕ POST
- ⊗ ELECTRIC TRANSFORMER



UNITED SURVEY SERVICE, LLC
 CONSTRUCTION AND LAND SURVEYORS
 3415 NORTH AVENUE, UNIT D, MELROSE PARK, IL 60160 - 1017
 TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
 E-MAIL: USURVEY@COMCAST.NET

ALTA / ACSM
LAND TITLE SURVEY

OF
 LOT 10 IN UNIT NO. 2 IN NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE, BEING A SUBDIVISION OF LOT "A" IN NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE, UNIT 1, LOCATED IN PARTS OF SECTIONS 19 AND 20, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF UNIT 2 OF NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE RECORDED APRIL 7, 1969 AS DOCUMENT 1416589, IN BOOK 46 OF PLATS, PAGE 43, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°55'33" EAST, A DISTANCE OF 221.95 FEET; THENCE A DISTANCE OF 135.47 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 101.12 FEET AND WHOSE CHORD OF 125.57, BEARS SOUTH 51°39'17" EAST; THENCE SOUTH 13°13'44" EAST, A DISTANCE OF 148.35 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 187.39 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 37.86 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 167.00 FEET; THENCE NORTH 00°00'04" EAST, A DISTANCE OF 260.47 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: 917 NORTH SHORE DRIVE, LAKE BLUFF, ILLINOIS
 PERMANENT INDEX NUMBER: 12 - 19 - 404 - 004 (PART OF)
 AREA = 78,079 SQ. FT. OR 1.792 ACRES
 TOTAL PARKING SPACES = 35

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT NO.: 1409 000647276 NSC
 ITEM CORRESPONDING TO SCHEDULE B :

- ITEM B 9.
EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE OVER THE SOUTH 10 FEET OF SAID LOTS AS SHOWN ON PLAT OF SUBDIVISION. (PLOTTED ON THE DRAWING).
- ITEM C 10.
BUILDING LINE 10 FEET WESTERLY OF THE EASTERLY AND 75 FEET SOUTH OF THE NORTH LINE OF SAID LOT, AS SHOWN ON PLAT OF SUBDIVISION. (PLOTTED ON THE DRAWING).

STATE OF ILLINOIS)
) S.S.
 COUNTY OF COOK)

THE UNDERSIGNED CERTIFIES TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7, 8, 9, 10 AND 11a OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR (REGISTERED) IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

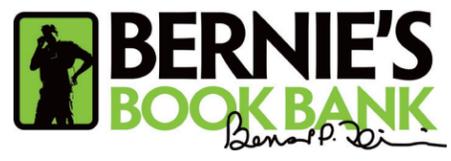
MELROSE PARK, ILLINOIS, SEPTEMBER 26, A.D. 2008.
 BY: ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
 LICENSE EXPIRES: NOVEMBER 30, 2008
 PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
 LICENSE EXPIRES: APRIL 30, 2009

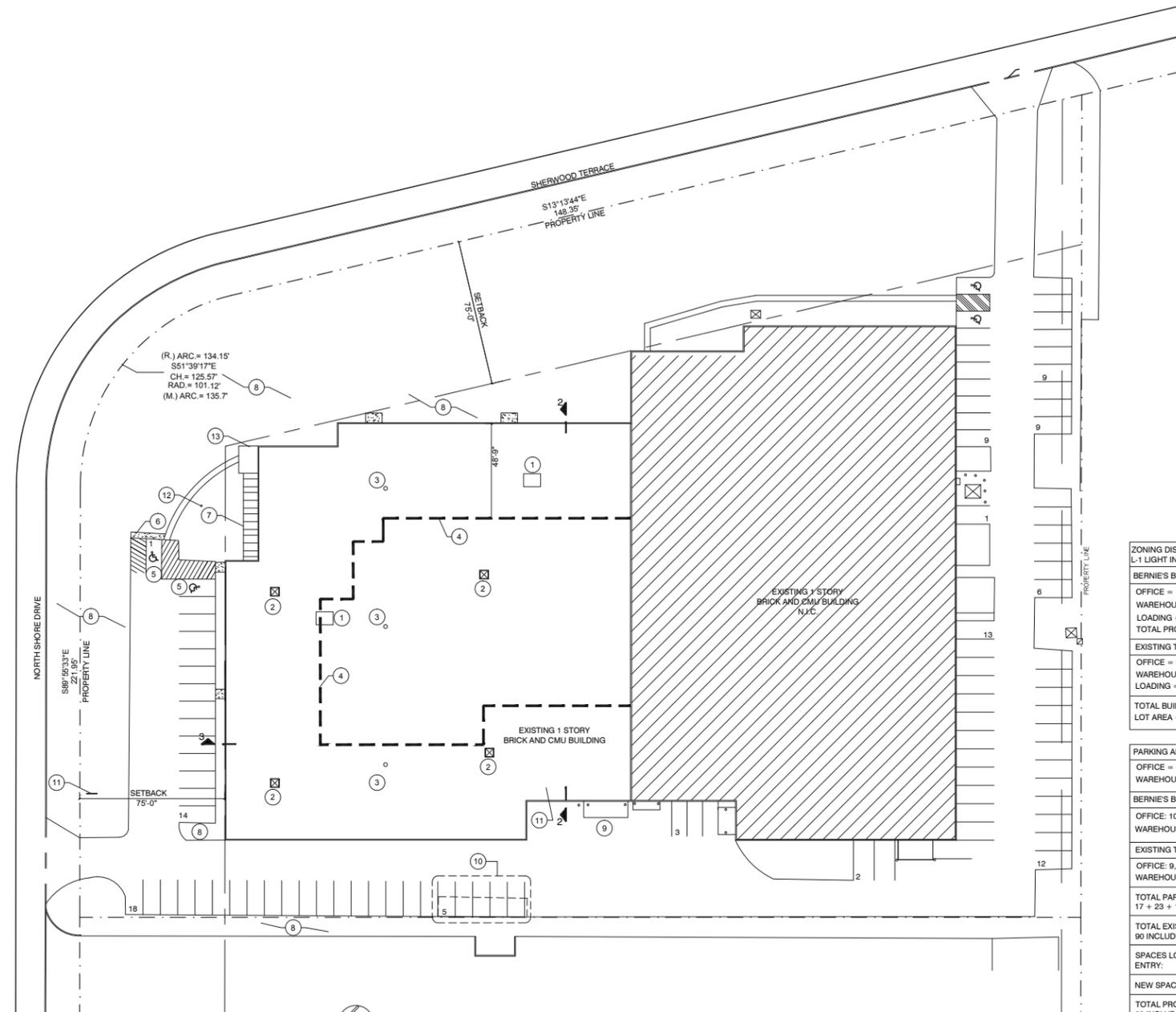


ORDERED BY: PRAIRIE REALTY ADVISORS, INC.		
SCALE : 1" = 30'		
DATE : SEPTEMBER 26, 2008		
FILE No.:		
2008 - 18526 - 1	DATE	REVISION

ITEM B 9
 10' EASEMENT FOR PUBLIC UTILITIES & DRAINAGE
 RECORDED APRIL 7, 1969 AS DOCUMENT 1416589
 PIN: 12 - 19 - 404 - 010

FLOOD STATEMENT:
 THE SUBJECT PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SHOWN ON FLOOD INSURANCE MAP:
 FLOOD ZONE: "X" - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN
 COMMUNITY NUMBER PANEL: 170373 0188 F
 MAP NUMBER: 17097C0188 F
 MAP REVISED - DATE: SEPTEMBER 3, 1997





ZONING DISTRICT:	L-1 LIGHT INDUSTRIAL
BERNIE'S BOOK BANK	
OFFICE = 10,207 SF	
WAREHOUSE = 23,433 SF	
LOADING = 1,600 SF	
TOTAL PROJECT AREA = 35,240 SF	
EXISTING TENANT	
OFFICE = 9,261 SF	
WAREHOUSE = 38,553 SF	
LOADING = 1,520 SF	
TOTAL BUILDING AREA = 84,574 SF	
LOT AREA = 185,130 SF	

PARKING ANALYSIS
OFFICE = 600 SF / PARKING SPACE
WAREHOUSE = 1,000 SF / PARKING SPACE
BERNIE'S BOOK BANK PARKING
OFFICE: 10,207 SF / 600 SF = 17 SPACES
WAREHOUSE: 23,433 SF / 1,000 SF = 23 SPACES
EXISTING TENANT PARKING
OFFICE: 9,261 SF / 600 SF = 15 SPACES
WAREHOUSE: 38,553 SF / 1,000 SF = 38 SPACES
TOTAL PARKING SPACES REQUIRED:
17 + 23 + 15 + 38 = 93 PARKING SPACES
TOTAL EXISTING PARKING SPACES PROVIDED:
90 INCLUDING 2 H/C SPACES
SPACES LOST FOR NEW H/C SPACES AT FRONT ENTRY:
2
NEW SPACES CREATED:
5
TOTAL PROPOSED PARKING SPACES:
93 INCLUDING 2 H/C SPACES

KEYNOTES

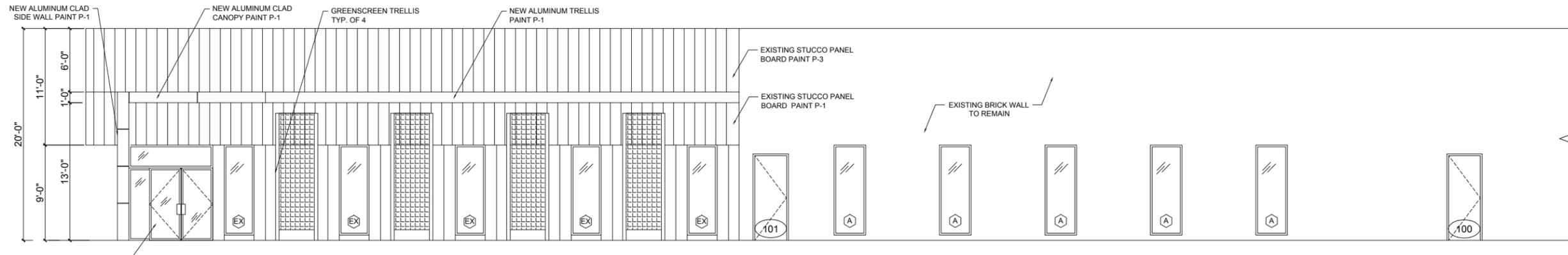
1. EXISTING HVAC UNIT.
2. EXISTING SKYLIGHT.
3. EXISTING ROOF DRAIN.
4. SIGHT LINE PERIMETER. HVAC EQUIPMENT UP TO 6'-0" IN HEIGHT ALLOWED IN THIS AREA WITH OUT SCREENING.
5. NEW ACCESSIBLE PARKING SPACES. PROVIDE REQUIRED STRIPING AND SIGNS.
6. NEW 36" WIDE CONC. ACCESSIBLE PATH.
7. NEW ENTRY CANOPY AND TRELLIS REFER TO SHEET A6.1 FOR DETAILS.
8. ALL EXISTING LANDSCAPING ON PROPERTY TO REMAIN. ANY REMOVAL REQUIRED FOR CONSTRUCTION WILL MATCH EXISTING PLANTINGS.
9. TENANT'S TRUCKS TO BE STORED IN LOADING DOCK AREA EVERY NIGHT.
10. REMOVE EXISTING LANDSCAPED AREA AND PROVIDE 5 NEW PARKING SPACES.
11. NEW 66"W x 68"H MONUMENT SIGN TO BE LIT FROM GROUND ON BOTH SIDES.
12. PROVIDE NEW UPLIGHTING AT EXISTING FLAGPOLE.
13. NEW 68"W x 120" HIGH SELF-ILLUMINATED WALL SIGN AT FRONT ENTRY.

1 SITE PLAN
SCALE: 1/8" = 1'-0"

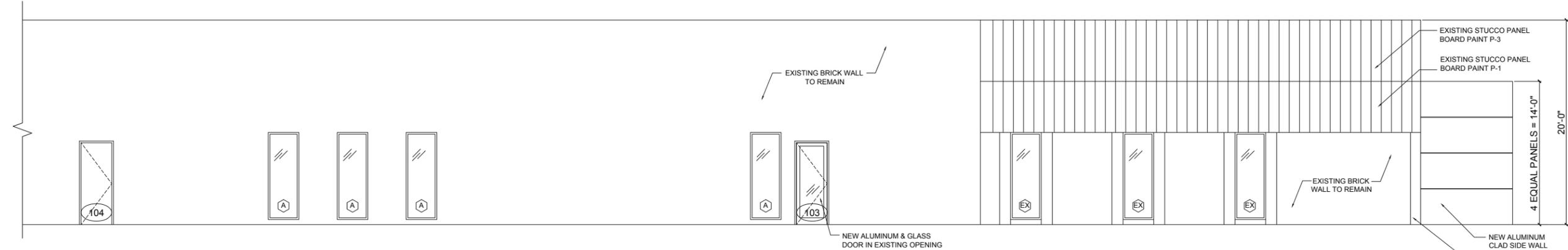
2 SIGHT LINE DIAGRAM 1
SCALE: 1/8" = 1'-0"

3 SIGHT LINE DIAGRAM 2
SCALE: 1/8" = 1'-0"

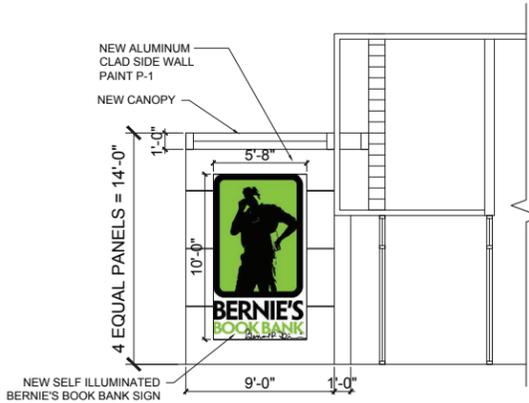




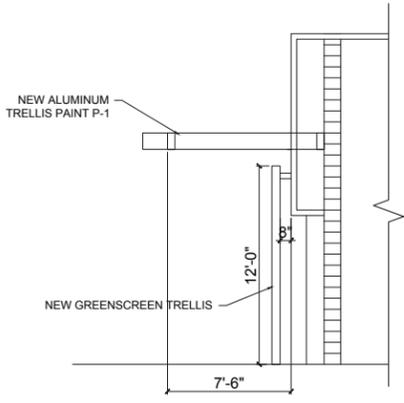
1 NORTH EXTERIOR ELEVATION
SCALE: 3/16"=1'-0"



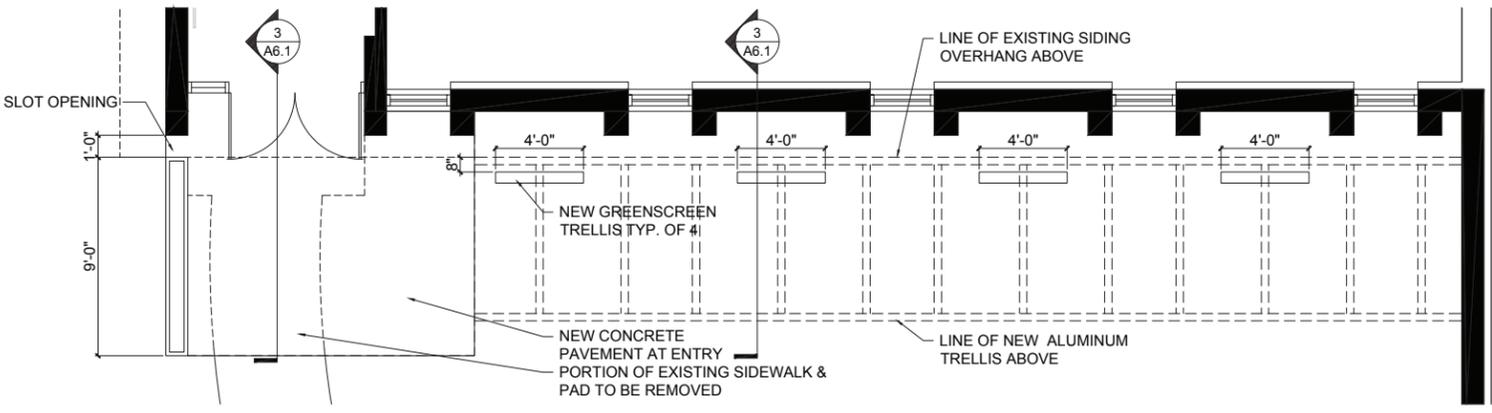
2 EAST EXTERIOR ELEVATION
SCALE: 3/16"=1'-0"



3 WEST EXTERIOR ELEVATION
SCALE: 3/16"=1'-0"

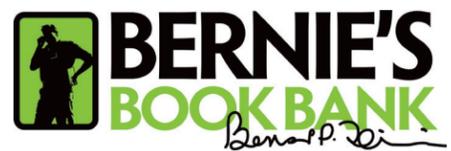


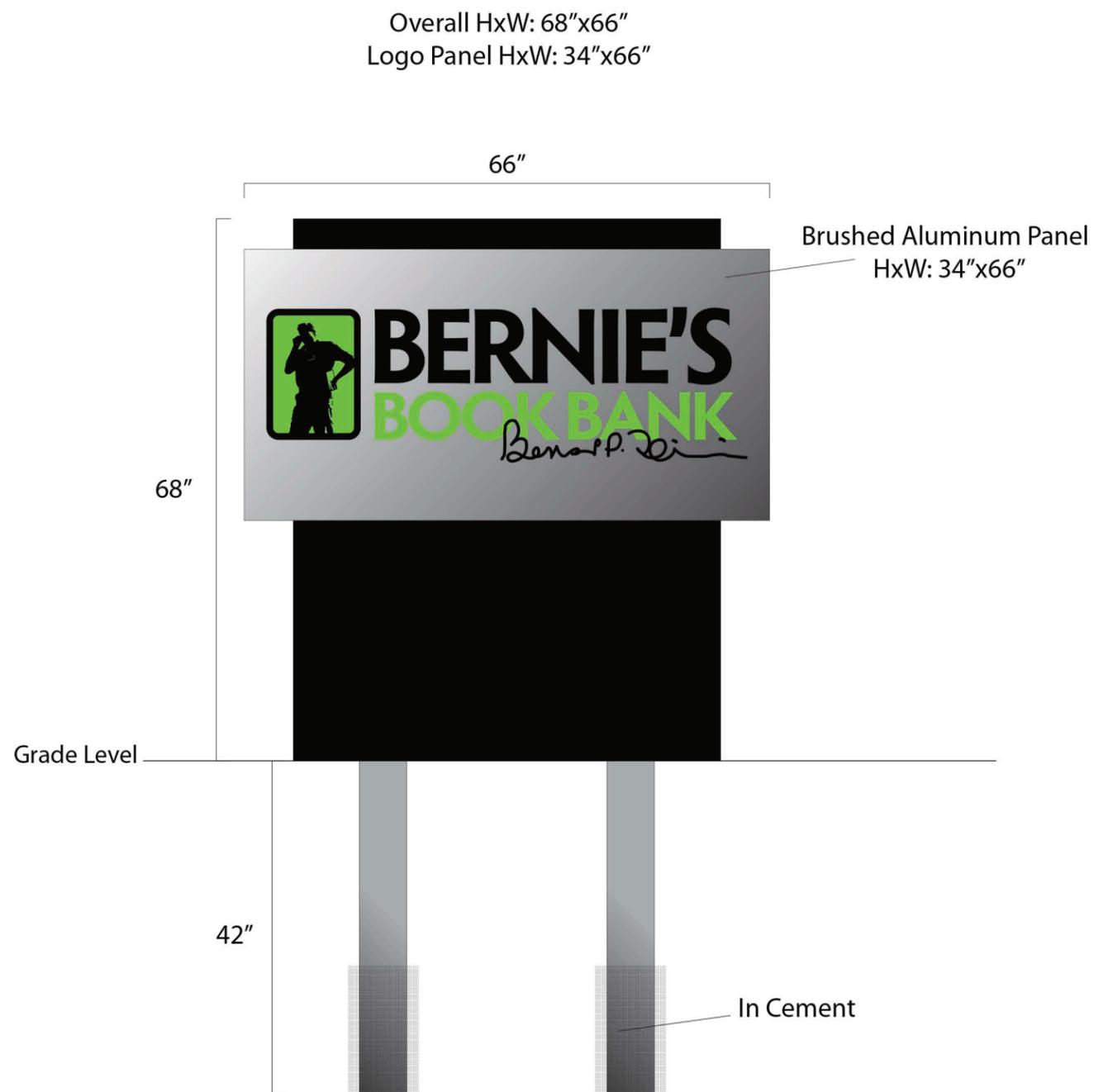
4 WEST EXTERIOR DETAIL
SCALE: 3/16"=1'-0"



5 ENLARGED PLAN
SCALE: 1/4"=1'-0"

- (A) NEW WINDOW TO MATCH EXISTING SPEC. AND SIZE
- (EX) EXISTING WINDOW TO REMAIN
- (#) NEW DOOR SEE SCHEDULE FOR DETAILS
- (EX) EXISTING DOOR TO REMAIN





Specifications

Client:
Bernie's Book Bank

Date:
5-11-15

Project:
Entrance sign to Bernie's Book Bank
917 North Shore Drive
Lake Bluff, Illinois

Substrate:
080 Extruded aluminum cabinet
w/ horizontal grain brushed
aluminum faces

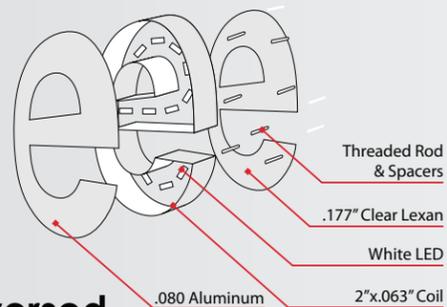
Color Schedule:
Logo:
Green: Pantone 375 U
Black

Copy:
Bernie's Book Bank logo

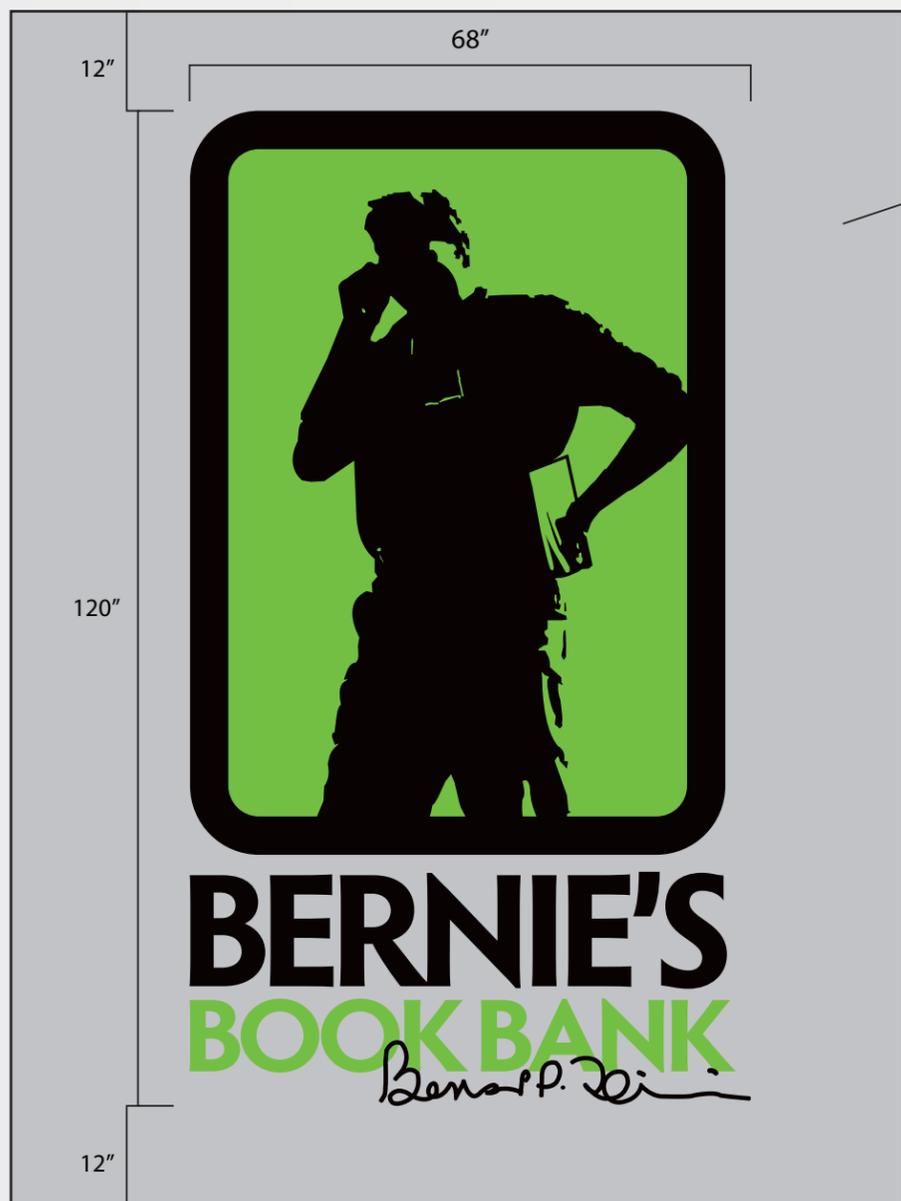
Mounting:
Two 4"x4" internally mounted
aluminum posts installed
42" below grade in cement

FASTSIGNS
GURNEE

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Reversed Channel



Gray area represents wall HxW: 144"x108"

Specifications

Client:
Bernie's Book Bank

Date:
5-14-15

Project:
Internally Lit LED Reverse Channel Cabinet and Letters on feature wall at front entrance of 917 North Shore Drive Lake Bluff, Illinois UL listed (Requires 20 amp service)

Substrate:
Extruded 080 Aluminum Cabinet and Channel Letters

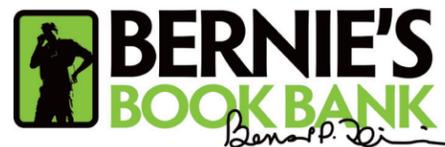
Color Schedule:
Logo:
Green: Pantone 375 U
Black

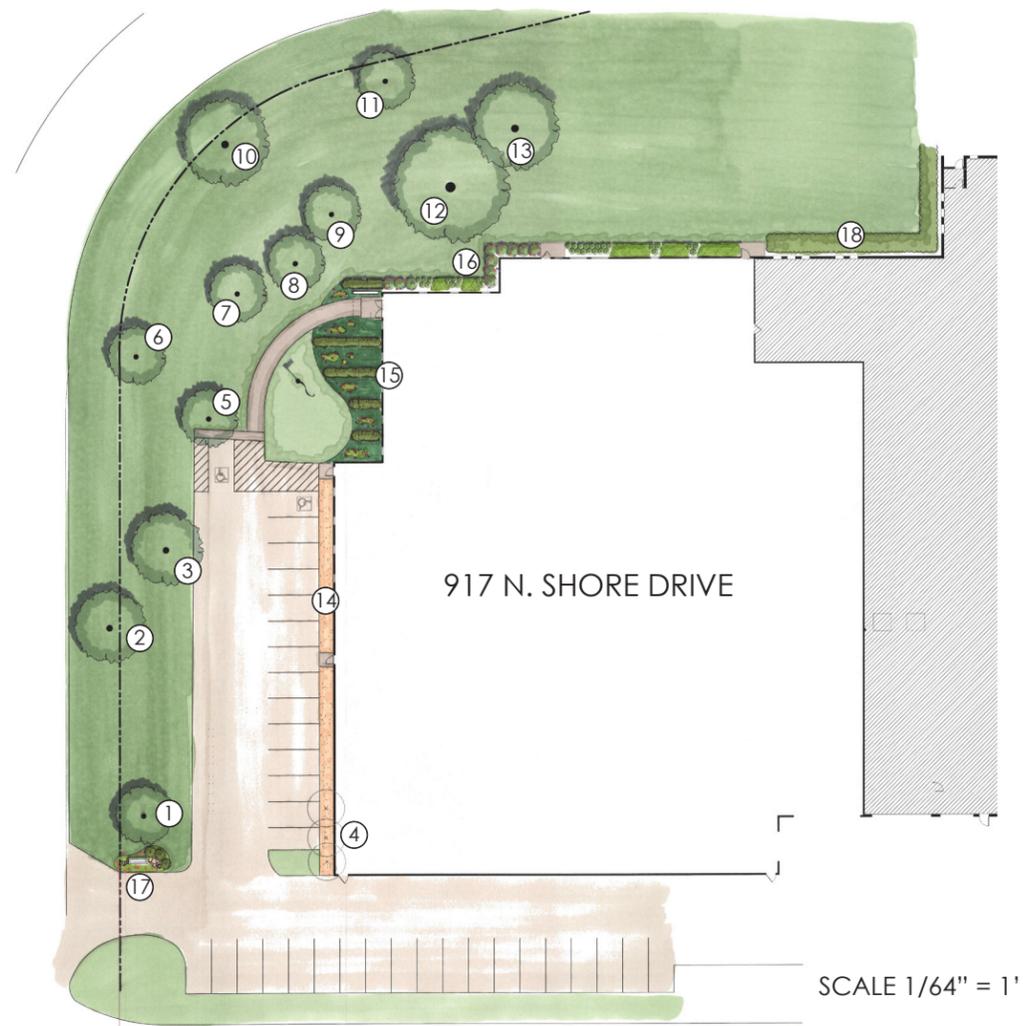
Copy:
Bernie's Book Bank logo

Mounting:
2" Reverse Channel Mounted on 2" Pins on Brick Feature Wall at Front Entrance

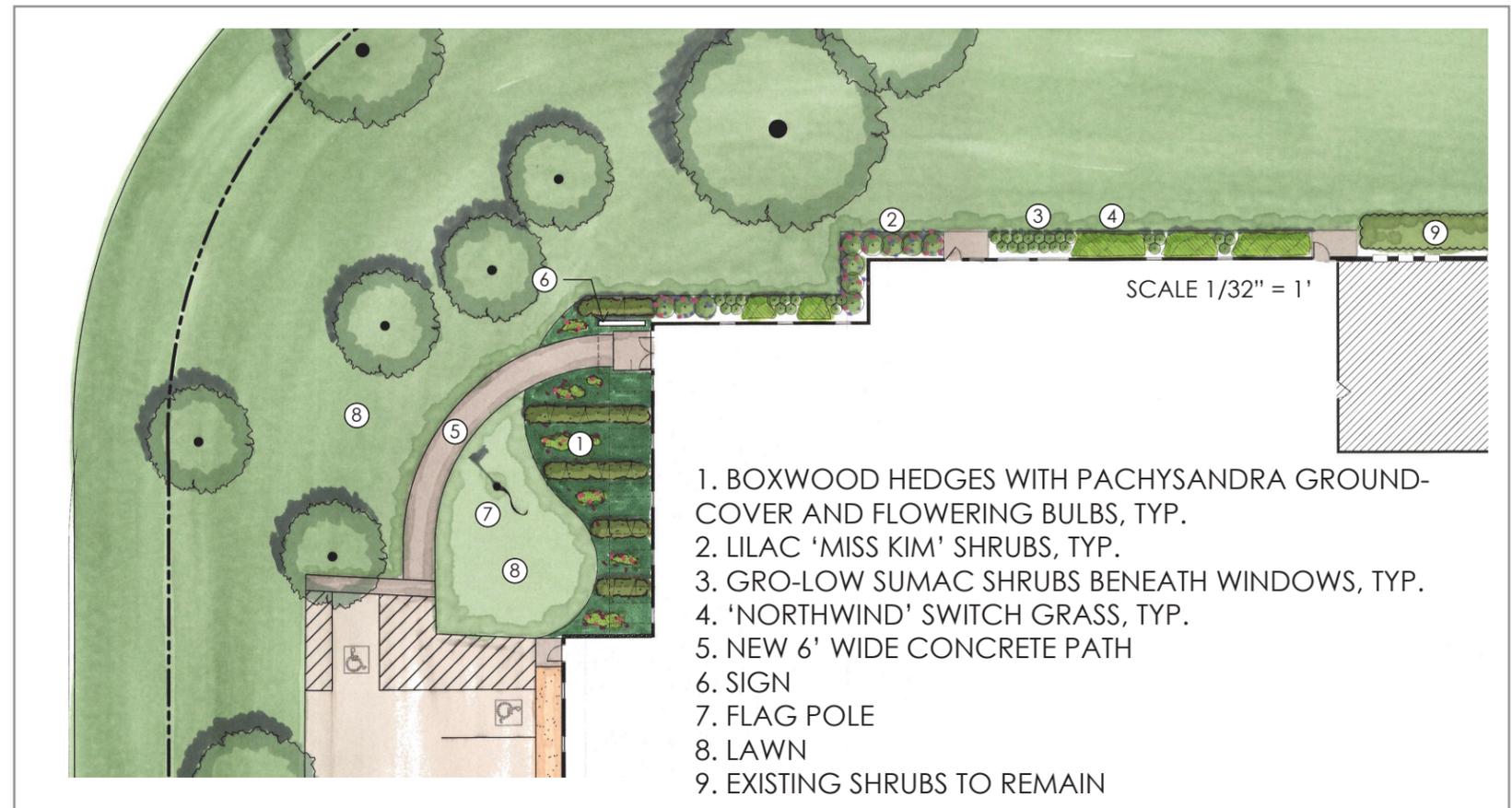


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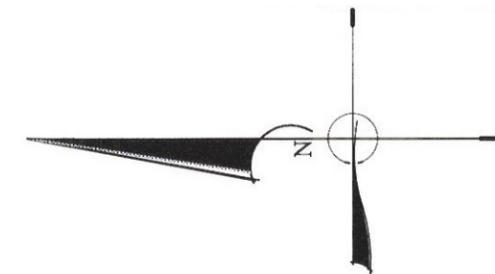
1. EXISTING 15" HONEY LOCUST TO REMAIN
2. EXISTING 18" HONEY LOCUST TO REMAIN
3. EXISTING 18" HONEY LOCUST TO REMAIN
4. EXISTING HAWTHORNS IN DECINE TO BE REMOVED (3)
5. EXISTING 10" HAWTHORN TO REMAIN
6. EXISTING 10" RED MAPLE TO REMAIN
7. EXISTING 10' CLUMP RED MAPLE TO REMAIN
8. EXISTING 12" CRABAPPLE TO REMAIN
9. EXISTING 18" CRABAPPLE TO REMAIN
10. EXISTING 24" HONEY LOCUST TO REMAIN
11. EXISTING 10" CRABAPPLE TO REMAIN
12. EXISTING 30" HONEY LOCUST TO REMAIN
13. EXISTING 24" HONEY LOCUST TO REMAIN
14. NEW 5' WIDE DECORATIVE GRAVEL STRIP
15. NEW FRONT ENTRY PLANTING
16. NEW EAST SIDE FOUNDATION PLANTING
17. NEW MONUMENT SIGN PLANTING
18. EXISTING SHRUBS TO REMAIN



1. BOXWOOD HEDGES WITH PACHYSANDRA GROUND-COVER AND FLOWERING BULBS, TYP.
2. LILAC 'MISS KIM' SHRUBS, TYP.
3. GRO-LOW SUMAC SHRUBS BENEATH WINDOWS, TYP.
4. 'NORTHWIND' SWITCH GRASS, TYP.
5. NEW 6' WIDE CONCRETE PATH
6. SIGN
7. FLAG POLE
8. LAWN
9. EXISTING SHRUBS TO REMAIN



MONUMENT SIGN WITH BOULDER ACCENTS, DWARF JUNIPER SHRUBS AND FLOWERING PERENNIALS



25865 West Ivanhoe Road
Phone: 847.487.5200

Wauconda, Illinois 60084
Fax: 847.487.5265

Bernie's Book Bank - Landscape Concept Plan

PRELIMINARY DRAWINGS - NOT FOR CONSTRUCTION
THIS DRAWING IS THE PROPERTY OF ILT VIGNOCCHI INC. AND CANNOT BE USED FOR ANY REASON WITHOUT THE EXPRESS WRITTEN CONSENT OF ILT VIGNOCCHI, INC.





1 Light Directional Area Flood Landscape Light Finish: Green Technical Details

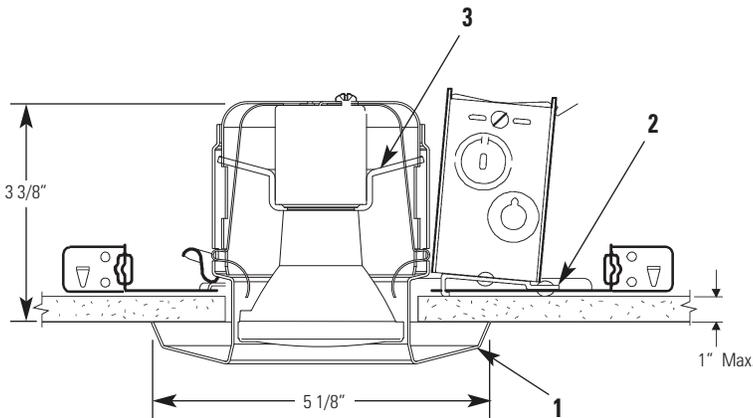
Brand	Dabmar Lighting
Part Number	LV105-G
Product Dimensions	4.2 x 5.6 x 6.5 inches
Assembled Height	6.50 inches
Assembled Length	4.25 inches
Assembled Width	5.60 inches
Item Package Quantity	1
Style	Transitional Lighting
Color	Green
Material	Clear Glass
Finish	Bronze Lighting
Number of Lights	1
Voltage	12.00
Power Source	Wired Electric
Type of Bulb	Halogen Bulbs
Wattage	25.00



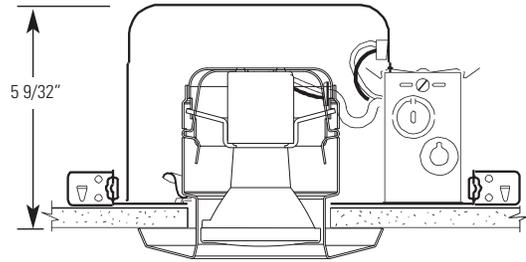
MicroSolar - Warm White - 64 LED - Lithium Battery - Solar FloodLight ---
 Automatically Working from Dusk to Dawn at Good Sunshine
 with Wall Mounted Brackets and Ground Mounted Stakes
 Adjustable Light Fixture from Left to Right, Up and Down

Brand	MicroSolar
Item Weight	3.6 pounds
Product Dimensions	12 x 7.8 x 5.3 inches
Item model number	FL3-WARM
Batteries:	1 Lithium ion batteries required. (included)
Color	Black
Material	Metal
Finish	Painted
Number of Lights	1
Voltage	6 volts
Fixture Features	64 super bright LED, 2w, 240 Lumen, 5w solar panel, 3.7v 4000mAh lithium battery, IP65 waterproof
Power Source	solar
Batteries Included?	Yes
Type of Bulb	LED
Wattage	2 watts
Incandescent equivalent	20 watts
Color Temperature	3000 Kelvin
Color Rendering Index (CRI)	75

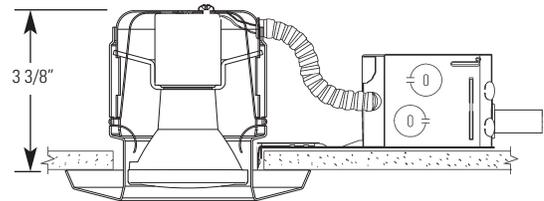




2084/2002P1
Standard Incandescent



2084/2000IC
Incandescent Insulated Ceiling



2084/2003R
Lytefning™ Non-IC
Remodeler Ring

Complete Fixture consists of Frame-In Kit & Reflector Trim. Select each separately.

Reflector Trim	Frame-In Kit - See Individual Frame-In Kit Specification Sheets			
	Incandescent			
2084WH Gloss White	Frame-In Kit	Ceiling Type	Lamping	Height
2084CD Clear Diffuse	2002P1	Non IC	50W PAR20 Outdoor Rated*	3 3/8"
	2003R	Non IC Remodeler	50W PAR20 Outdoor Rated*	3 3/8"
	2000IC	IC	50W PAR20 Outdoor Rated*	5 1/2"
	2000AIC	IC, Air Seal	50W PAR20 Outdoor Rated*	5 1/2"

* For safe operation, you must use Sylvania outdoor rated lamp.

Features

- 1. Reflectors:** Formed aluminum, .040 minimum thickness; gloss white and clear diffuse finish.
- 2. Frame-In Kit:** (2002P1 standard frame shown). Other frames listed above and shown on the right. See Frame-In Kit specification sheets for more details.
- 3. Gasket:** Flexible, high temperature silicone gasket ensure sealing of electrical components.

Accessories

Replacement gasket available. Lightolier catalog no. LFG 356

Labels

U.L. (Suitable for Wet Locations - Covered Ceiling Only).

Job Information	Type:
Job Name:	
Cat. No.:	
Lamp(s):	
Notes:	

Lightolier a Genlyte company www.lightolier.com
 631 Airport Road, Fall River, MA 02720 • (508) 679-8131 • Fax (508) 674-4710
 We reserve the right to change details of design, materials and finish.
 © 2006 Genlyte Group LLC • D0906

LIGHTOLIER®

VILLAGE OF LAKE BLUFF

Memorandum

TO: Chairman Hunter and Members of the Architectural Board of Review

FROM: Mike Croak, Building Codes Supervisor

DATE: May 29, 2015

SUBJECT: **Agenda Item #5 – A Public Hearing to Consider a Site Plan to Review Changes to the Exterior of the Building and Signage for Bernie’s Book Bank at 917 North Shore Drive.**

Bernie’s Book Bank (petitioner), a charitable organization that distributes books to children in need, plans to relocate to Lake Bluff and move into the space at 917 North Shore Drive, which is the northern half of a building, the southern half of which is occupied by United Services.

The petitioner proposes to add a trellis, entry canopy, and a wall at the entryway on the north side of the building. A wall sign is proposed on the entry wall and a ground sign is proposed east of the driveway.

The following is a chart summarizing the measurements of the proposed signs:

Sign Code (L-1 District)	Proposed Signage
1.) One sign is permitted (either ground sign or wall sign)	Exemption requested to allow one ground sign and one wall sign
2.) Allowable area for the ground sign is 64 square feet including structure	Complies – the proposed ground sign is 62 sq ft (31 sq ft on each side)
3) Allowable ground sign height is 20 feet.	Complies – the proposed ground sign is 68” tall
4) Allowable area for wall sign is 60 square feet	Complies – the proposed wall sign is 57 square feet

Recommendation:

It is recommended the ABR conduct a public hearing to consider modification to the site plan and signage plan, appropriately question the Petitioner as needed, entertain public comments and questions from the petitioner and make one of the following recommendations regarding the site plan:

- Recommend that the Village Board approve the proposed site plan as presented or with conditions;
- Recommend that the Village Board deny the proposed site plan; or
- Request the petitioner to provide additional information for the ABR’s consideration.

At the conclusion of the public hearing, it is recommended that the ABR take one of the following actions with respect to the signage plan:

- Recommend the Village Board grant or deny an exemption from the Sign Code regulations for the signage as presented;
- Approve the sign permit (with conditions) that complies with all Code regulations; or
- Deny the sign permit.

The petitioner will be in attendance at Tuesday’s meeting to respond to questions from the ABR. If you should have any questions regarding this matter, please feel free to contact me at 847-283-6885.

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

Agenda Item: 14

Subject: AN ORDINANCE GRANTING VARIATIONS FROM THE VILLAGE'S PARKING REGULATIONS IN THE L-1 LIGHT INDUSTRY DISTRICT AND APPROVING A SITE PLAN FOR 101 WAUKEGAN ROAD

Action Requested: FIRST READING APPROVAL (Roll Call Vote)
CONSIDER REQUEST TO WAIVE SECOND READING (Roll Call Vote)

Originated By: FRANKLIN 101WAUKEGAN, LLC (Petitioner)

Referred To: JOINT PLAN COMMISSION & ZONING BOARD OF APPEALS
ARCHITECTURAL BOARD OF REVIEW

Summary of Background and Reason For Request:

On March 5, 2015 the Plan Commission and Zoning Board of Appeals (PCZBA) and the Architectural Board of Review (ABR) conducted an informal workshop with representatives from Franklin 101 Waukegan, LLC (Petitioner) to review proposed modifications to the parking lot located at the Carriage Point Building (101 Waukegan Rd). On May 1st the Petitioner submitted a plan proposing to modify the site by reconfiguring the parking lot and adding various landscape elements.

At its meeting on May 20th the PCZBA conducted a public hearing regarding the proposal and: 1) Recommended the Village Board approve zoning variations to allow parking in the front yard along Carriage Park Ave. and allow parking to encroach 65 ft. (86.67% variation) into the required front yard; and 2) Approved a zoning variation to allow reductions in the size of parking stalls from 10 ft. x 19.5 ft. to 9 ft. x 18 ft. (10% x 7.69%). The PCZBA's recommendation is conditioned on the following: a) the Village Board's approval of the variations to allow parking in the front yard; and b) the Petitioner to cooperate with the Village in the design and implementation of a pedestrian pathway along the north side of Carriage Park Ave. to increase connectivity throughout the Business Park.

On June 2nd the ABR continued the site plan review public hearing to allow the Petitioner additional time to respond to concerns for additional landscape plantings on the site. The ABR held a Special Meeting on June 11th and recommended the Village Board approve the following final proposed modifications to the property: 1) An increase of 107 parking spaces (from 244 to 351 spaces); 2) The installation of 19 new parking lot light fixtures; 3) Reconfiguration of the parking space locations and drive aisles and elimination of westerly entrance drive; and 4) Installation of additional landscaping along Carriage Park Ave., Waukegan Rd. and throughout the reconfigured parking lot. Portions of the landscape plantings are proposed for the Village's right-of-way and will be formally considered in agenda item 15.

The Petitioner has submitted a letter requesting waiver of second reading and will also be in attendance, as well as Village Staff, to address questions from the Board.

Reports and Documents Attached:

1. Ordinance (with exhibits) Approving Zoning Variations and Modified Site Plan;
2. PCZBA & ABR Staff Reports (without attachments) Dated May 15th & May 29th Respectively; and
3. Letter Dated June 3rd from the Petitioner Requesting Waiver of Second Reading.

PCZBA's & ABR's Recommendation: Approval of the Ordinance.

Village Administrator's Recommendation: Consideration of the Ordinance, and
Consideration of request to waive second reading.

Date Referred to Village Board: 6/22/2015

ORDINANCE NO. 2015-_____

**AN ORDINANCE GRANTING VARIATIONS
FROM THE VILLAGE'S PARKING REGULATIONS
IN THE L-1 LIGHT INDUSTRY DISTRICT
AND APPROVING A SITE PLAN**

(101 Waukegan Road)

WHEREAS, Franklin 101 Waukegan, LLC ("**Applicant**") is the owner of the property located in the Village's L-1 Light Industry District ("**L-1 District**") at 101 Waukegan Road, Lake Bluff, Illinois, which is legally described on **Exhibit A** attached hereto ("**Property**"); and

WHEREAS, the Applicant submitted an application attached hereto as **Exhibit B** (collectively, "**Application**"), requesting variations (collectively, the "**Variations**") from: (1) the minimum customer or guest parking stall size requirements of Section 10-7A-6B2 of the Zoning Regulations to permit a stall size of 9 feet in width and 18 feet in length; (2) the minimum employee parking stall size requirements of Section 10-7A-6B2 of the Zoning Regulations to permit a stall size of 9 feet in width and 18 feet in length; (3) a variation from the parking location requirements of Section 10-7A-5A2 of the Zoning Regulations to permit parking in the front yard of the Property, and (4) a variation from the parking location requirements of Section 10-7A-5A2 of the Zoning Regulations to permit the parking lot to encroach 65 feet into the required front yard, all for the purpose of reconfiguring certain surface parking spaces on the Property and related landscaping pursuant to the site plan attached as **Exhibit C** ("**Site Plan**"); and

WHEREAS, on May 20, 2015, the Village's Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") conducted a duly-noticed public hearing to consider the Variations and recommended approval of the Variations; and

WHEREAS, on June 2, 2015, the Village's Architectural Board of Review ("**ABR**") conducted a duly-noticed public meeting to consider the Site Plan and continued the public hearing to June 11, 2015, and on June 11, 2015 completed its review and recommended approval of the Site Plan; and

WHEREAS, the President and Board of Trustees has determined that it would be in the best interest of the Village to grant the Variations and approve the Site Plan in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE 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 the findings of the President and Board of Trustees.

Section 2. Public Hearings.

A. Variations. A public hearing to consider the Applicant's request for the Variations was duly advertised on or before May 5, 2015, in *The News-Sun*, and was held by the PCZBA on May 20, 2015, on which date the PCZBA recommended approval of the requested Variations.

B. Site Plan. A public hearing to consider the Applicant's request for approval of the Site Plan was conducted by the ABR on June 2, 2015, and continued the public hearing to June 11, 2015, and on June 11, 2015 completed its review on which date the ABR recommended approval of the Site Plan.

Section 3. Grant of Variations.

Pursuant to the standards and procedures set forth in Section 10-2-4 of the Lake Bluff Zoning Regulations and subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the following variations are hereby granted to permit the minimum parking stall width requirements and parking in the front yard as follows and in the Application:

- a. A variation from the minimum employee parking stall size requirements of Section 10-7A-6B2 of the Zoning Regulations to permit the employee parking spaces depicted on the Site Plan for the Property to have a width of 9 feet and a length of 18 feet; and
- b. A variation from the minimum customer and guest parking stall size requirements of Section 10-7A-6B2 of the Zoning Regulations to permit the customer and guest parking spaces depicted on the Site Plan for the Property to have a width of 9 feet and a length of 18 feet; and
- c. A variation from the parking location requirements of Section 10-7A-5A2 of the Zoning Regulations to permit parking in the front yard of the Property; and
- d. A variation from the parking location requirements of Section 10-7A-5A2 of the Zoning Regulations to permit parking for the Property to encroach approximately 65 feet, or 86.67 percent, into the required front yard for the Property.

Section 4. Approval of the Site Plan.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Resolution, the President and Board of Trustees, pursuant to Section 10-7A-8 of the Zoning Regulations, hereby approve the Site Plan for the Property, consisting of the following documents, all as attached to this Ordinance as Exhibit C: the Tree Removal and Landscape Plan dated June 11, 2015 by Brickman Group, consisting of one page; the Site Plan dated June 4, 2015 by Wright Heerema Architects, consisting of one sheet; the Lighting Cut Sheet dated June 10, 2015 by Wright Heerema Architects, consisting of one sheet; and the Lighting Specifications dated June 10, 2015 by Graybar, consisting of three sheets .

Section 5. Conditions of Approval.

The findings in Section 1 and the approvals granted in Sections 3 and 4 of this Ordinance are hereby expressly subject to and contingent upon each of the conditions set forth in this Section.

A. Compliance with Application. The Property and all operations conducted thereon must be developed, used, maintained, and located in substantial compliance with the provisions set forth in Section 3 of this Ordinance and the Application attached to this Ordinance as **Exhibit B**.

B. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance, the Property and all operations conducted thereon must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations, including building, electrical, and fire prevention codes.

C. Future Implementation of Pedestrian Path. The Applicant acknowledges that the Village desires to foster interconnectivity and pedestrian access throughout the L-1 District by encouraging the development of a pedestrian pathway that may traverse the northerly portion of the Property. The Applicant agrees to maintain the open space on the northerly portion of the Property as depicted on the Site Plan, and, in the event that the pedestrian pathway proceeds, to cooperate with the Village in the design and implementation of the pedestrian pathway.

Section 6. Failure to Comply with Conditions.

Upon failure or refusal of the Applicant, or any of its officers, employees, or agents, to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the variation granted in 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 7. Binding Effect; Non-Transferability.

The privileges, obligations, and provisions of each and every Section of this Ordinance are for and will inure to the benefit of and run with and bind the Property, unless otherwise explicitly set forth in this Ordinance.

Section 8. No Third Party Beneficiaries.

Nothing in this Ordinance creates, or will be construed or interpreted to create, any third party beneficiary rights.

Section 9. Effective Date.

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

- i. Passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law;
- ii. Printing and publication of this Ordinance in the manner required by law; and

- iii. 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 each and 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 hereto and incorporated herein as **Exhibit D**.

B. In the event that the Applicant does not file with the Village Clerk the unconditional agreement and consent required by Paragraph 9.A(iii) 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 _____, 20__, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ____ day of _____, 20__.

Village President

ATTEST:

Village Clerk

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

Exhibit A

Legal Description of the Subject Property

LOT 2 IN LAKE BLUFF BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1, 2 AND 6 AND PART OF LOT 3 IN NORTH SHORE AUTO SALES AND SERVICE CENTER SUBDIVISION AND A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 23, 1984 AS DOCUMENT 2285299, IN LAKE COUNTY, ILLINOIS

Pin # 12-19-209-011

Commonly known as 101 Waukegan Road, Lake Bluff, Illinois

Exhibit B

Zoning Application and Related Documents

FEE PAID:
 RECEIPT NUMBER:

DATE RECEIVED BY VILLAGE: **RECEIVED**
MAY 1 - 2015

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

SUBJECT PROPERTY

Address: 101 WAUKEGAN ROAD, LAKE BLUFF, IL. Zoning District: _____
(Property address for which application is submitted)

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

PIN Number: 12-19-209-011-0000

APPLICANT

Applicant: WRIGHT HEEREMA ARCHITECTS - GARET STEFANOWSKI

Address: 140 S. DEARBORN, SUITE 200, CHICAGO, IL 60603
(Address if different than subject property)

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

Home Telephone: _____ Business Telephone: 312.356.7985

OWNER

Owner - Title Holder FRANKLIN 101 WAUKEGAN If Joint Ownership
Name: FRANKLIN PARTNERS LLC (AGENT) Joint Owner: _____
RAYMOND WARNER
Address: 55 SHUMAN BLVD Address: _____
NAPERVILLE, IL. 60563
Daytime Phone: 630.357.5400 Daytime Phone: _____
RWARNER@FRANKLINPARTNERS.NET

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: L.L.C.

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: _____

Narrative description of request: TO HAVE 9'-0" WIDE PARKING SPACES AND ADDITIONAL PARKING AREA APPROVED.

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.

ADDITIONAL PARKING NEEDED TO ATTRACT TENNANTS IN THE CURRENT MARKET.

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.

PROPERTY HAS A LARGE OVER 100'-0" WIDE OPEN LANDSCAPE SETBACK ALONG WAUKEGAN ROAD WHICH WE WOULD LIKE TO PRESERVE AS OPEN AT THIS TIME WHICH WE BELIEVE IS AN ASSET TO THE PROPERTY AND VILLAGE OF LAKE BLUFF.

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.

WE HAVE ELIMINATED A VEHICLE EXIT + ENTRANCE ALONG CARRIAGE PARK AVENUE CLOSEST TO THE WAUKESGAN ROAD INTERSECTION TO REDUCE CROSS TRAFFIC CLOSEST TO THE CORNER.

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.

WE ARE KEEPING THE LARGE OVER 100' WIDE OPEN LANDSCAPE SETBACK AND SCULPTURE AREA ALONG WAUKESGAN ROAD AND THE CORNER OF CARRIAGE PARK AVENUE.

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.

STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use 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.

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.

APPLICATION MATERIALS

LEGAL DESCRIPTION - MUST BE PROVIDED

LOT 2 IN LAKE BLUFF BUSINESS CENTER BEING A RESUBDIVISION OF LOTS 1, 2 AND 6 AND PART OF LOT 3 IN NORTH SHORE AUTO SALES AND SERVICE CENTER SUBDIVISION AND A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 49 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 23 1984 AS DOCUMENT 2285299 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:  Date: _____

Print Name: Donald J. Shormaker

Applicant Signature: Garet Stefanowski Date: 05.01.15
(if other than owner)

Print Name: GARET STEFANOWSKI

TRUSTEE'S DEED

Reserved for Recorder's Office



Image# 053481400004 Type: DTR
Recorded: 12/09/2014 at 01:20:27 PM
Receipt#: 2014-00065981
Page 1 of 4
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder

File **7153717**

8961616-TMS (142)

This indenture made this 5th day of December, 2014, between **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION** as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 16th day of March, 1987, and known as Trust Number 102073-06, party of the first part, and Franklin 101 Waukegan, LLC, an Illinois limited liability company whose address is : 55 Shuman Blvd., Suite 178, Naperville, IL 60563 party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in **Lake County, Illinois**, to wit:

See Legal Description attached and made a part hereof

Property Address: 101 Waukegan Road, Lake Bluff, Illinois

Permanent Tax Number: 12-19-209-011

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

(4) *on*

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer, the day and year first above written.



CHICAGO TITLE LAND TRUST COMPANY,
as Trustee as Aforesaid

By: *Laura A. Hoyle*
Assistant Vice President

State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 5th day of December, 2014.



Karen M. Finn
NOTARY PUBLIC

PROPERTY ADDRESS:
101 Waukegan Road
Lake Bluff, Illinois

This instrument was prepared by:
CHICAGO TITLE LAND TRUST COMPANY
10 S. LaSalle St., Suite 2750
Suite 2750
Chicago, IL 60601-3294

AFTER RECORDING, PLEASE MAIL TO:

NAME FRANKLIN 101 WAUKEGAN, LLC
ADDRESS 55 SHUMAN BLVD, STE 178 OR BOX NO. _____
CITY, STATE NAPERVILLE, IL 60563

SEND TAX BILLS TO: FRANKLIN 101 WAUKEGAN, LLC
55 SHUMAN BLVD, STE 178
NAPERVILLE, IL 60563

LEGAL DESCRIPTION

LOT 2 IN LAKE BLUFF BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1, 2 AND 6 AND PART OF LOT 3 IN NORTH SHORE AUTO SALES AND SERVICE CENTER SUBDIVISION AND A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 23, 1984 AS DOCUMENT 2285299, IN LAKE COUNTY, ILLINOIS.

Property Address: 101 Waukegan Road, Lake Bluff, Illinois

PIN: 12-19-209-011



OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

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 by:

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 protection

if 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.

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OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008961616 - D2

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.
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 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 it duly authorized officers.

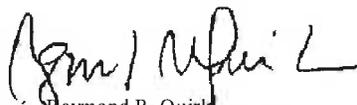
Issued By:

CHICAGO TITLE INSURANCE COMPANY
10 S. LASALLE ST. 3100
CHICAGO, IL 60603

CHICAGO TITLE INSURANCE COMPANY

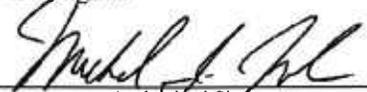
Refer Inquiries To:
(312) 223-3005



By: 
Raymond R. Quirk
President

By: 
Michael Gravelle
Secretary

Counter signed


Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE A

POLICY NUMBER: 1401 - 008961616 - D2

DATE OF POLICY: DECEMBER 5, 2014

AMOUNT OF INSURANCE: \$4,600,000.00

1. NAME OF INSURED:

FRANKLIN 101 WAUKEGAN, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

**2. THE ESTATE OR INTEREST IN THE LAND THAT IS INSURED BY THIS POLICY IS:
FEE SIMPLE, UNLESS OTHERWISE NOTED.**

3. TITLE IS VESTED IN:

THE INSURED

**4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED
AND ASSIGNMENTS:**

NONE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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CHICAGO TITLE INSURANCE COMPANY

**OWNER'S POLICY (2006)
SCHEDULE A (CONTINUED)**

POLICY NUMBER: 1401 - 008961616 - D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 2 IN LAKE BLUFF BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1, 2 AND 6 AND PART OF LOT 3 IN NORTH SHORE AUTO SALES AND SERVICE CENTER SUBDIVISION AND A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 23, 1984 AS DOCUMENT 2285299, IN LAKE COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401 - 008961616 - D2

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S 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 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.

AI 6. TAXES FOR THE YEAR 2014 AND SUBSEQUENT YEARS.

TAXES FOR THE YEAR 2014 ARE NOT YET DUE OR PAYABLE.

PERMANENT TAX NO. 12-19-209-011.

NOTE: TAXES FOR THE YEAR 2013 AMOUNTING TO \$136,054.74 ARE PAID.

AA 7. EXISTING UNRECORDED LEASES IN FAVOR OF THE FOLLOWING TENANTS LISTED ON THE ALTA STATEMENT DATED DECEMBER 5, 2014, AS TENANTS ONLY, WITHOUT ANY OPTIONS TO PURCHASE.

F 8. SIXTY FOOT FRONT YARD BUILDING SETBACK LINE SOUTH OF THE NORTH LINE OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 JOB NO. 7308.

G 9. ONE-HUNDRED FOOT BUILDING SETBACK LINE EASTERLY OF THE WESTERLY LINE OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 JOB NO. 7308.

H 10. UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH 20 FEET OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 JOB NO. 7308.

I 11. EASEMENT FOR THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY OVER THE NORTHERLY 10 FEET OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 JOB NO. 7308.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401 - 008961616 - D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

- J 12. SIDE YARD BUILDING SETBACK LINE 39 FEET WEST OF THE EAST LINE OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 JOB NO. 7308.
- K 13. HIGHWAY CONSTRUCTION EASEMENT OVER THE WEST 10 FEET OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 JOB NO. 7308.
- L 14. NOTATION CONTAINED ON THE PLAT OF LAKE BLUFF BUSINESS CENTER, RECORDED AS DOCUMENT 2285299: NO DRIVEWAY ACCESS TO SKOKIE HIGHWAY (U. S. ROUTE 41) OR WAUKEGAN ROAD (ILLINOIS ROUTE 43) OR ROCKLAND ROAD (ILLINOIS ROUTE 176) IS PERMITTED FROM ANY LOT IN THIS SUBDIVISION.
- M 15. NOTATION CONTAINED ON THE PLAT OF SAID LAKE BLUFF BUSINESS CENTER, RECORDED AS DOCUMENT 2285299: EASEMENT PROVISIONS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY AND THE VILLAGE OF LAKE BLUFF AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN ALL THE AREAS SHOWN BY DOTTED LINES ON THE PLAT AND MARKED "EASEMENT" TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN STORM AND SANITARY SEWERS, WATER AND CONDUITS, CABLES, POLES AND WIRES, UNDERGROUND, WITH ALL NECESSARY MANHOLES, VAULTS, PITS, CATCH BASINS, INLETS, BRACES, GUYS, ANCHORS AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH STORM AND SANITARY SEWER, WATER, ELECTRIC AND TELEPHONE SERVICE AND STORM DRAINAGE; ALSO IS HEREBY GRANTED THE RIGHT TO USE THE STREETS FOR SAID PURPOSES, THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID STORM AND SANITARY SEWERS, WATER AND MANHOLES AND VAULTS, PITS, CATCH BASINS, INLETS, BRACES, GUYS, ANCHORS, CONDUITS, CABLES, POLES, WIRES AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHT HEREIN GRANTED.

- N 16. REQUIRED STORM WATER DETENTION AND RELEASE RATE, AS DENOTED ON THE PLAT OF SAID RESUBDIVISION.
- O 17. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME AND THE RIGHT FROM TIME TO TIME, TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2733270, AFFECTING THE EAST 10 FEET OF THE NORTH 250 FEET AND THE SOUTH 10 FEET OF THE THE NORTH 250 FEET OF THE EAST 160 FEET OF THE LAND, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED



CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1401 - 008961616 - D2

EXCEPTIONS FROM COVERAGE (CONTINUED)

NOVEMBER 14, 2014 **JOB** NO. 7308.

- P 18. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME AND THE RIGHT FROM TIME TO TIME, TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 3141997, AFFECTING THE EAST 10 FEET OF THE SOUTH 280 FEET OF THE NORTH 530 FEET AND THE SOUTH 10 FEET OF THE NORTH 530 FEET OF THE EAST 145 FEET OF THE LAND, AND AS SHOWN ON THE SURVEY PREPARED BY SPACECO INC. DATED NOVEMBER 14, 2014 **JOB** NO. 7308.

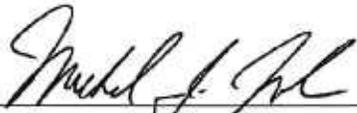
CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

POLICY NUMBER: 1401 - 008961616 - D2

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY  _____
AUTHORIZED SIGNATORY



CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008961616 - D2

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.

CONDITIONS

I. 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.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (2006)**

POLICY NUMBER: 1401-008961616-D2

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.

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 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; or

(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.

(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

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008961616 - D2

- (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 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 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 \$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 \$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.
 - (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 therefore 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
National Claims Administration P.O. Box 45023
Jacksonville, FL 32232-5023

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

UTILITY FACILITY ENDORSEMENT

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH SAID INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACIES IN THE FOLLOWING ASSURANCE:

1. WATER, GAS, ELECTRIC, TELEPHONE, STORM SEWER AND SANITARY SEWER SERVICES ARE AVAILABLE TO THE LAND DESCRIBED IN SCHEDULE A EITHER OVER, UNDER OR UPON PUBLIC RIGHTS OF WAY DIRECTLY ADJACENT TO SAID LAND OR OVER, UNDER OR UPON AN EASEMENT (NOT TERMINABLE BY THE GRANTOR THEREOF OR BY HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS) FOR THE BENEFIT OF SAID LAND THAT CONNECTS TO PUBLIC RIGHTS OF WAY.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 17-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IF, AT DATE OF POLICY (I) THE LAND DOES NOT ABUT AND HAVE BOTH ACTUAL VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM CARRIAGE PARK AVENUE (THE "STREET"), (II) THE STREET IS NOT PHYSICALLY OPEN AND PUBLICLY MAINTAINED, OR (III) THE INSURED HAS NO RIGHT TO USE EXISTING CURB CUTS OR ENTRIES ALONG THAT PORTION OF THE STREET ABUTTING THE LAND.

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.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 18-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE LAND BEING TAXED AS PART OF A LARGER PARCEL OF LAND OR FAILING TO CONSTITUTE A SEPARATE TAX PARCEL FOR REAL ESTATE TAXES.
12-19-209-011

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.



ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 22-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF A COMMERCIAL BUILDING, KNOWN AS 101 WAUKEGAN ROAD, LAKE BLUFF, ILLINOIS, TO BE LOCATED ON THE LAND AT DATE OF POLICY.

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.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT 9.2 - COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND - OWNER'S POLICY

1. THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS SUBJECT TO THE EXCLUSIONS IN SECTION 4 OF THIS ENDORSEMENT; AND THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS IN THE POLICY.
2. FOR THE PURPOSES OF THIS ENDORSEMENT ONLY,
 - a. "COVENANT" MEANS A COVENANT, CONDITION, LIMITATION OR RESTRICTION IN A DOCUMENT OR INSTRUMENT IN EFFECT AT DATE OF POLICY.
 - b. "IMPROVEMENT" MEANS A BUILDING, STRUCTURE LOCATED ON THE SURFACE OF THE LAND, ROAD, WALKWAY, DRIVEWAY, OR CURB, AFFIXED TO THE LAND AT DATE OF POLICY AND THAT BY LAW CONSTITUTES REAL PROPERTY, BUT EXCLUDING ANY CROPS, LANDSCAPING, LAWN, SHRUBBERY OR TREES.
3. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:
 - a. A VIOLATION ON THE LAND AT DATE OF POLICY OF AN ENFORCEABLE COVENANT, UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE VIOLATION;
 - b. ENFORCED REMOVAL OF AN IMPROVEMENT AS A RESULT OF A VIOLATION, AT DATE OF POLICY, OF A BUILDING SETBACK LINE SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS, UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE VIOLATION; OR
 - c. A NOTICE OF A VIOLATION, RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, OF AN ENFORCEABLE COVENANT RELATING TO ENVIRONMENTAL PROTECTION DESCRIBING ANY PART OF THE LAND AND REFERRING TO THAT COVENANT, BUT ONLY TO THE EXTENT OF THE VIOLATION OF THE COVENANT REFERRED TO IN THAT NOTICE, UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE NOTICE OF THE VIOLATION.
4. THIS ENDORSEMENT DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES, OR EXPENSES) RESULTING FROM:
 - a. ANY COVENANT CONTAINED IN AN INSTRUMENT CREATING A LEASE;

CONTINUED

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

- b. ANY COVENANT RELATING TO OBLIGATIONS OF ANY TYPE TO PERFORM MAINTENANCE, REPAIR, OR REMEDIATION ON THE LAND; OR
- c. EXCEPT AS PROVIDED IN SECTION 3.c., ANY COVENANT RELATING TO ENVIRONMENTAL PROTECTION OF ANY KIND OR NATURE, INCLUDING HAZARDOUS OR TOXIC MATTERS, CONDITIONS, OR SUBSTANCES.

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.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 3.1-06

1. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IN THE EVENT THAT, AT DATE OF POLICY,
 - A. ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS, THE LAND IS NOT CLASSIFIED ZONE L1 LIGHT INDUSTRY DISTRICT;
 - B. THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION:
ASSEMBLY OF GOODS
BEAUTY SHOP
COMMERCIAL PRINTING NOT ELSEWHERE CLASSIFIED
COMPUTER AND DATA PROCESSING CENTER
FABRICATION OF GOODS
GENERAL OFFICES, NOT ELSEWHERE CLASSIFIED
HOLDING AND OTHER INVESTMENT OFFICES
INDIVIDUAL AND FAMILY SOCIAL SERVICES
INSURANCE AGENTS, BROKERS, AND SERVICE
INSURANCE CARRIERS
JOB TRAINING AND RELATED SERVICES
LEGAL SERVICES
LIGHT INDUSTRIAL MANUFACTURING
MANUFACTURING OF SMALL ELECTRIC GENERATORS
MANUFACTURING OF SMALL ELECTRIC MOTORS
MEDICAL AND DENTAL LABORATORIES
OFFICES
OFFICES AND CLINICS OF DENTRIST
OFFICES OF OSTEOPATHIC PHYSICIANS
OFFICES OF OTHER HEALTH PRACTITIONERS
PACKING OF GOODS
PROCESSING OF GOODS
RADIO AND TELEVISION REPAIR SHOPS
REAL ESTATE
RESEARCH LABORATORIES
BUILDING INTEGRATED
BUILDING MOUNTED
SELF-CONTAINED
TAX RETURN PREPARATION SERVICES
STORAGE OF GOODS (WHOLLY ENCLOSED)
 - C. THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1.B. IF THE USE OR USES ARE NOT ALLOWED AS THE RESULT OF ANY LACK OF COMPLIANCE WITH ANY

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES. THIS PARAGRAPH 1.C. DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED IN COVERED RISK 5.

2. THE COMPANY FURTHER INSURES AGAINST LOSS OR DAMAGESUSTAINED BY THE INSURED BY REASON OF A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION
 - A. PROHIBITING THE USE OF THE LAND, WITH ANY EXISTING STRUCTURE, AS INSURED IN PARAGRAPH 1.B.; OR
 - B. REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ZONING ORDINANCES AND AMENDMENTS HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:
 - I. AREA, WIDTH, OR DEPTH OF THE LAND AS A BUILDING SITE FOR THE STRUCTURE
 - II. FLOOR SPACE AREA OF THE STRUCTURE
 - III. SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND
 - IV. HEIGHT OF THE STRUCTURE, OR
 - V. NUMBER OF PARKING SPACES.
3. THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON
 - A. THE INVALIDITY OF THE ZONING ORDINANCES AND AMENDMENTS UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES;
 - B. THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

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.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

GENERAL EXCEPTION NUMBERS 1, 2, 3, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE
HEREBY DELETED.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1401 - 008961616 - D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

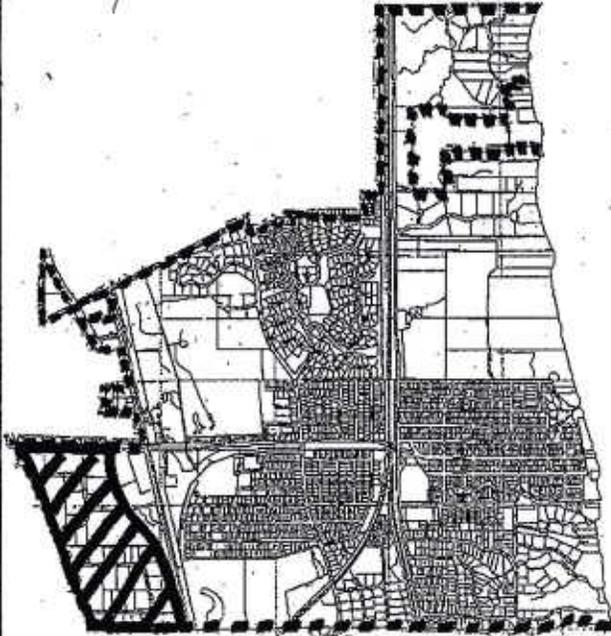
ALTA ENDORSEMENT FORM 25-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF THE LAND AS DESCRIBED IN SCHEDULE A TO BE THE SAME AS THAT IDENTIFIED ON THE SURVEY MADE BY SPACECO INC. DATED NOVEMBER 14, 2014, AND DESIGNATED JOB NO. 7308.

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.

Objective - Land Use Area 8

LU8. Enhance and maximize economic return to the Village in a manner compatible with existing uses.



West of Route 41, south of Route 176, east of Route 43.

Policies - Land Use Area 8

- LU8-1. Maintain existing zoning classifications for the area except with reference to the area south of Route 176 and north of Carriage Park Avenue and east of the Carriage Way Shopping Center, to be rezoned to promote an automobile district or other retail development. See policy ED2-2.
- LU8-2. Inventory and control existing uses that pose environmental hazards.
- LU8-3. Maintain the appearance, setback requirements and controls regulating development in the area.
- LU8-4. As a general policy, retain existing public rights-of-way throughout the Village. Inventory and categorize existing Village rights-of-way. Develop a process, standards and criteria for identifying rights-of-way which, if vacated, sold or otherwise disposed of, would not adversely impact the character of the Village.

Exhibit C

Site Plan

This drawing and any and all ideas and designs contained herein are the sole property of Brickman and are not to be used without written permission.

LEGEND	
	Shade Trees 3"
	Gymnocladus dioica
	Celtis occidentalis
	Acer miyabei 'Morton'
	Tilia cordata 'Glenleven'
	Evergreen Trees
	Picea glauca 'Densata'
	Ornamental Trees 6"
	Cercis canadensis
	Syringa reticulata
	Large Shrubs 36"
	Viburnum dentatum 'Blue Muffin'
	Cotoneaster acutifolius
	Small Shrubs 5 gal
	Rosa 'Flower Carpet Pink'
	Rhus aromatica 'Gro-Low'
	Perennials & Grasses 1 gal
	Panicum virgatum
	Sporobolus heterolepis
	Allium 'Summer Beauty'
	Calamintha nepeta ssp. nepeta
	Coreopsis verticillata 'Moonbeam'
	Echinacea 'Pixie Meadowbrite'
	Nepeta 'Blue Wonder'
	Nepeta 'Walkers Low'
	Seeded Areas (applied at 180 lbs/acre)
	30% Park Kentucky Bluegrass
	30% Dawson Creeping Red Fescue
	30% Fults Puccinellia Distans
	10% Pennfine Perennial Ryegrass
	Existing Tree
	Existing Tree to be Removed



Franklin Properties

101 Waukegan
 Lake Bluff, IL

DATE
 June 11, 2015
 REVISIONS
 April 30, 2015
 February 24, 2015

SHEET TITLE
**Tree Removal and
 Landscape Plan**

SCALE
 1" = 30'-0"



DESIGN
 JAO

PD

TYPE

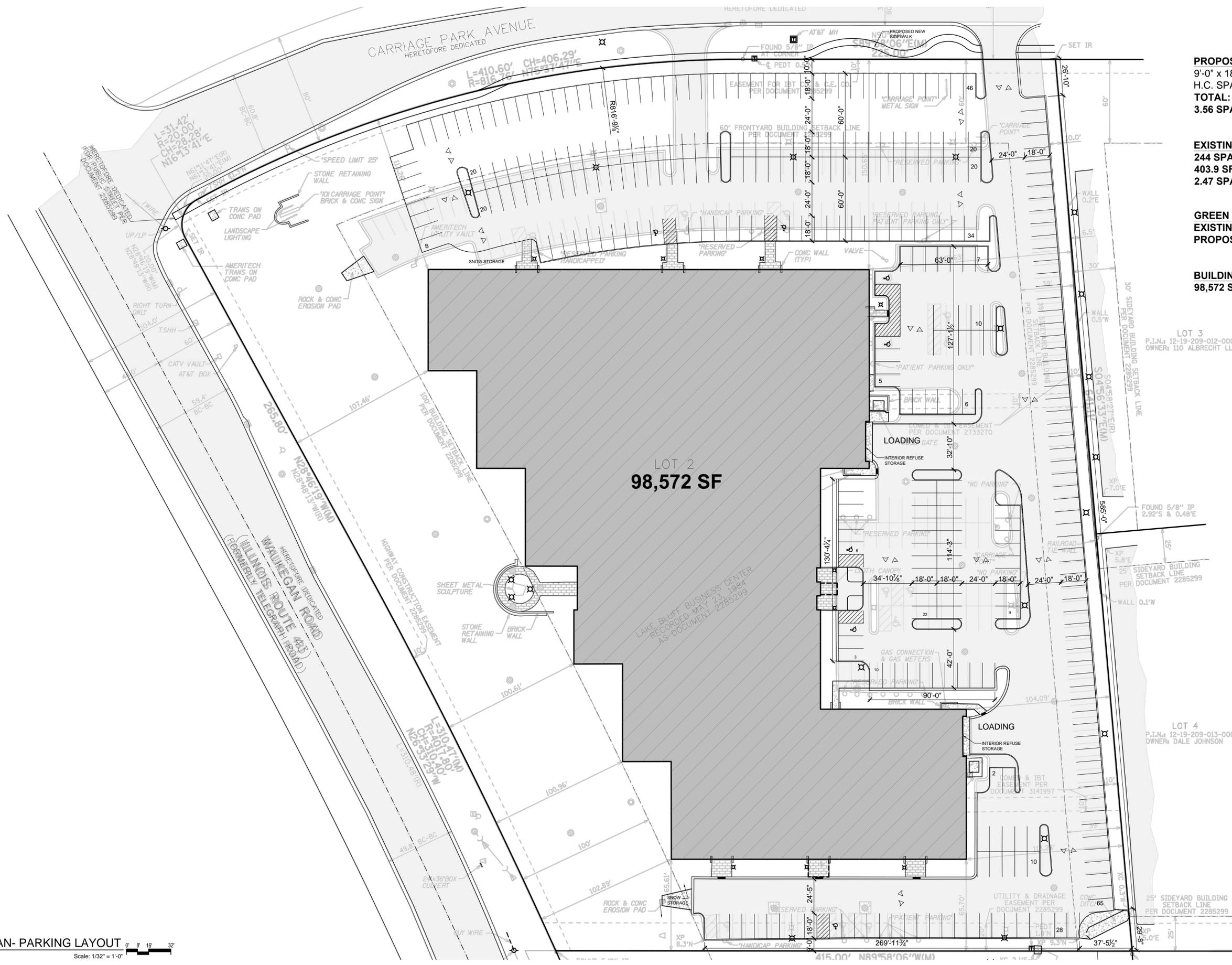
PROJECT NUMBER
 4-29-15

HERE-TODFORE DEDICATED FOR PUBLIC
 STREFF PFR DOCUMENT 2285299

HERE-TODFORE DEDICATED FOR
 PUBLIC STREFF PFR
 DOCUMENT 2285299

HERE-TODFORE DEDICATED FOR
 PUBLIC STREFF PFR
 DOCUMENT 2285299

LAKE BLUFF BUSINESS CENTER
 RECORD DRAWING 23, 1044
 AS DOCUMENT 2285299



PROPOSED PARKING COUNT
 9'-0" x 18'-0" SPACES: 336
 H.C. SPACES: 7
TOTAL: 351
3.56 SPACES / 1000 SF

EXISTING PARKING COUNT
244 SPACES TOTAL
403.9 SF / SPACE
2.47 SPACES / 1000 SF

GREEN AREA
EXISTING GREEN AREA: 39%
PROPOSED SITE PLAN GREEN AREA: 32%

BUILDING AREA:
98,572 SF

LOT 3
 P.I.N. 12-19-209-012-0000
 OWNER: IIO ALBRECHT LLC

LOT 4
 P.I.N. 12-19-209-013-0000
 OWNER: DALE JOHNSON

SITE PLAN- PARKING LAYOUT
 Scale: 1/32" = 1'-0"

June 4, 2015



CARRIAGE POINT
 101 WAUKEGAN ROAD
 LAKE BLUFF, ILLINOIS

WRIGHT HEEREMA | ARCHITECTS

140 S. Dearborn St. Suite 200
 Chicago, Illinois 60603
 312.913.1010 Fax 913.1917

X:\2014\20140730 Franklin-Carriage Point\03 Drawings\01 DWGS\REFSA-SP_2015-0603.dwg

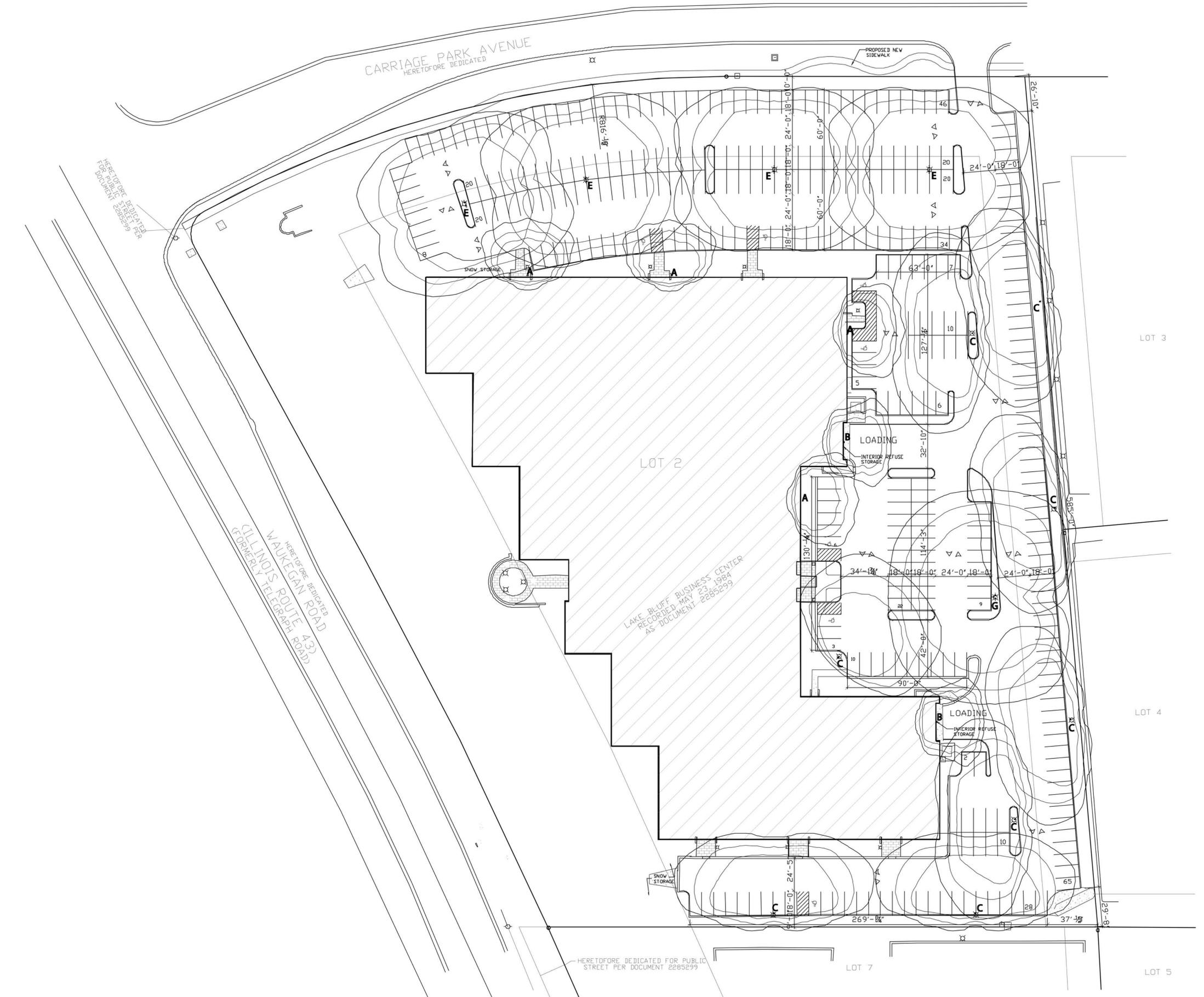


Plan View
Scale - 1" = 35'

Luminaire Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	A	4	Lithonia Lighting	TWH 250M (PROBE)	DIE-CAST GENERAL PURPOSE WALLPACK WITH GLASS REFRACTOR	ONE 250-WATT CLEAR ED-28 METAL HALIDE, HORIZONTAL POSITION.	1	TWH_250M_(PROBE).ies	20500	0.4	297
	B	2	Lithonia Lighting	KAD 250M R4 (PROBE)	Area Luminaire, 250W MH, R4 Reflector, Full Cutoff MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA	ONE 250-WATT CLEAR BT-28 METAL HALIDE, HORIZONTAL POSITION.	1	KAD_250M_R4_(PROBE).ies	19500	0.4	297
	C	7	RAB LIGHTING, INC.	ALED3T150	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST GRAY PAINTED METAL LENS FRAME.	LED	6	ALED3T150-RWLED3T150-WPLED3T150-ITL79623.IES	2086.991	0.9	155.1
	D	1	RAB LIGHTING, INC.	ALED4T150N	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED 2-PIECE PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST GRAY PAINTED METAL LENS FRAME.	LED	6	ALED4T150N-RWLED4T150N-WPLED4T150N-ITL79628.IES	1964.248	0.9	155.1
	E	4	RAB LIGHTING, INC.	ALED3T150	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST GRAY PAINTED METAL LENS FRAME.	LED	6	ALED3T150-RWLED3T150-WPLED3T150-ITL79623.IES	2086.991	0.9	310.2
	G	1	RAB LIGHTING, INC.	ALED4T150N	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED 2-PIECE PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST GRAY PAINTED METAL LENS FRAME.	LED	6	ALED4T150N-RWLED4T150N-WPLED4T150N-ITL79628.IES	1964.248	0.9	465.3

Luminaire Locations										
No.	Label	Location					Aim			
		X	Y	Z	MH	Orientation	Tilt	X	Y	Z
1	A	-2.00	493.00	12.00	12.00	0.00	0.00	-2.00	493.21	0.00
2	A	105.00	492.00	12.00	12.00	0.00	0.00	105.00	492.21	0.00
3	A	239.00	452.00	12.50	12.50	90.00	0.00	239.21	452.00	0.00
4	A	204.00	325.00	12.50	12.50	90.00	0.00	204.21	325.00	0.00
2	B	236.00	368.00	12.00	12.00	90.00	0.00	236.63	368.00	0.00
3	B	306.00	158.00	12.00	12.00	90.00	0.00	306.63	158.00	0.00
1	C	409.00	160.00	25.00	25.00	260.00	0.00	407.72	159.78	0.00
2	C	367.00	85.00	25.00	25.00	270.00	0.00	365.71	85.00	0.00
3	C	184.00	13.00	25.00	25.00	0.00	0.00	184.00	14.30	0.00
4	C	336.00	13.00	25.00	25.00	0.00	0.00	336.00	14.30	0.00
5	C	397.00	319.00	25.00	25.00	260.00	0.00	395.72	318.78	0.00
6	C	335.00	450.00	25.00	25.00	270.00	0.00	333.71	450.00	0.00
7	C	386.00	474.00	25.00	25.00	260.00	0.00	384.72	473.78	0.00
2	D	232.00	206.00	25.00	25.00	45.00	0.00	232.92	206.92	0.00
1	E	301.00	573.00	25.00	25.00	0.00	0.00			
2	E	184.00	573.00	25.00	25.00	0.00	0.00			
3	E	42.00	565.00	25.00	25.00	350.00	0.00			
4	E	-49.00	547.00	25.00	25.00	340.00	0.00			
2	G	351.00	252.00	25.00	25.00	180.00	0.00			

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Calc Zone #1	+	1.5 fc	9.4 fc	0.1 fc	94.0:1	15.0:1	0.2:1



PLANVIEW
SCALE: 1"=35'

Lake Bluff Isobars, Added Wallpacks and double head pole

Designer
Grant W
Date
6/10/2015
Scale
Not to Scale
Drawing No.
Summary

ALED2T150



Project: Lake Bluff	Type:
Prepared By: Nigel Mogregor	Date: 6/2/15

Driver Info	LED Info
Type: Constant Current	Watts: 150W
120V: 1.31A	Color Temp: 5000K (Cool)
208V: 0.80A	Color Accuracy: 65 CRI
240V: 0.69A	L70 Lifespan: 100,000
277V: 0.60A	Lumens: 14,238
Input Watts: 154W	Efficacy: 91 LPW
Efficiency: 98%	

Specification grade area lights available in IES Type II distributions. For use in parking lots, roadways, pathways and general area lighting. Replaces up to 400W metal halide. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze Weight: 32.0 lbs

Technical Specifications

Listings
UL Listing:
Suitable for wet locations.

IESNA LM-79 & LM-80 Testing:
RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

DLC Listed:
This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:
The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics
Lifespan:
100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:
Multi-chip, high-output, long-life LEDs

Color Consistency:
7-step MacAdam Ellipse binning to achieve consistent future-to-future color.

Color Stability:
LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:
RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Construction
IES Classification:
The Type II distribution is ideal for wide walkways, on ramps and entrance roadways, bike paths and other long and narrow lighting applications. This type is meant for lighting larger areas and usually is located near the roadside. This type of lighting is commonly found on smaller side streets or jogging paths.

Effective Projected Area:
EPA = 0.75

Ambient Temperature:
Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:
The minimum starting temperature is -40°F/-40°C.

Thermal Management:
Superior thermal management with external Air-Flow fins.

Housing:
Die-cast aluminum housing, lens frame and mounting arm.

Mounting:
Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:
Specular vacuum-metallized polycarbonate

Gaskets:
High-temperature silicone gaskets

Finish:
Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:
Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:
IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical
Drivers:
Two Drivers, Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:
6.6% at 120V, 12.1% at 277V

Surge Protection:
4kV

Optical
Replacement:
The ALED150 replaces 400W Metal Halide Area Lights.

BUG Rating:
B2 U0 G2

Need help? Tech help line: 888 RAB-1000 Email: sales@rabweb.com Website: www.rabweb.com
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ALED3T150



Project: Lake Bluff	Type:
Prepared By: Nigel Mogregor	Date: 6/2/15

Driver Info	LED Info
Type: Constant Current	Watts: 150W
120V: 1.31A	Color Temp: 5000K (Cool)
208V: 0.80A	Color Accuracy: 65 CRI
240V: 0.69A	L70 Lifespan: 100,000
277V: 0.60A	Lumens: 12,526
Input Watts: 155W	Efficacy: 81 LPW
Efficiency: 97%	

Specification grade area lights available in IES Type III distributions. For use for roadway, general parking and other area lighting applications where a larger pool of lighting is required. Replaces up to 400W metal halide. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze Weight: 30.4 lbs

Technical Specifications

Listings
UL Listing:
Suitable for wet locations.

IESNA LM-79 & LM-80 Testing:
RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

DLC Listed:
This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:
The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics
Lifespan:
100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:
Multi-chip, high-output, long-life LEDs

Color Consistency:
7-step MacAdam Ellipse binning to achieve consistent future-to-future color.

Color Stability:
LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:
RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Construction
IES Classification:
The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

Effective Projected Area:
EPA = 0.75

Ambient Temperature:
Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:
The minimum starting temperature is -40°F/-40°C.

Thermal Management:
Superior thermal management with external Air-Flow fins.

Housing:
Die-cast aluminum housing, lens frame and mounting arm.

Mounting:
Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:
Specular vacuum-metallized polycarbonate

Gaskets:
High-temperature silicone gaskets

Finish:
Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:
Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:
IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical
Drivers:
Two Drivers, Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:
6% at 120V, 11.3% at 277V

Surge Protection:
4kV

Optical
Replacement:
The ALED150 replaces 400W Metal Halide Area Lights.

BUG Rating:
B1 U0 G2

Need help? Tech help line: 888 RAB-1000 Email: sales@rabweb.com Website: www.rabweb.com
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ALED4T150



Project: Lake Bluff	Type:
Prepared By: Nigel Mogregor	Date: 6/2/15

Driver Info	LED Info
Type: Constant Current	Watts: 150W
120V: 1.31A	Color Temp: 5000K (Cool)
208V: 0.80A	Color Accuracy: 65 CRI
240V: 0.69A	L70 Lifespan: 100,000
277V: 0.60A	Lumens: 14,349
Input Watts: 156W	Efficacy: 92 LPW
Efficiency: 96%	

Specification grade area lights available in IES Type IV distributions. Suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. Replaces up to 400W metal halide. Patent pending management system. 5 Year Warranty.

Color: Bronze Weight: 32.0 lbs

Technical Specifications

Listings
UL Listing:
Suitable for wet locations.

IESNA LM-79 & LM-80 Testing:
RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

DLC Listed:
This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:
The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics
Lifespan:
100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:
Multi-chip, high-output, long-life LEDs

Color Consistency:
7-step MacAdam Ellipse binning to achieve consistent future-to-future color.

Color Stability:
LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:
RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Construction
IES Classification:
The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semi-circular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

Effective Projected Area:
EPA = 0.75

Ambient Temperature:
Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:
The minimum starting temperature is -40°F/-40°C.

Thermal Management:
Superior thermal management with external Air-Flow fins.

Housing:
Die-cast aluminum housing, lens frame and mounting arm.

Mounting:
Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:
Specular vacuum-metallized polycarbonate

Gaskets:
High-temperature silicone gaskets

Finish:
Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:
Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:
IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical
Drivers:
Two Drivers, Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:
4.7% at 120V, 13.3% at 277V

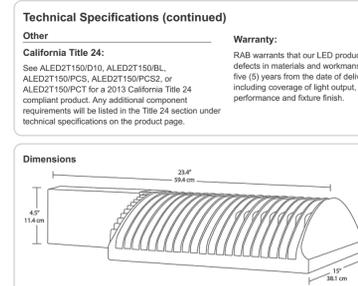
Surge Protection:
4kV

Optical
Replacement:
The ALED150 replaces 400W Metal Halide Area Lights.

BUG Rating:
B1 U0 G3

Need help? Tech help line: 888 RAB-1000 Email: sales@rabweb.com Website: www.rabweb.com
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ALED2T150



Technical Specifications (continued)

Other
California Title 24:
See ALED2T150/D10, ALED2T150/BL, ALED2T150/PCS, ALED2T150/PCS2, or ALED2T150/PCT for a 2015 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Warranty:
RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

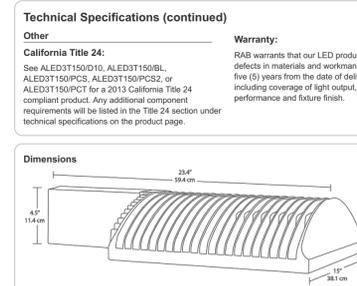
Dimensions
23 1/4" x 9 1/4" x 4 1/2" (114mm)

Features
66% energy cost savings vs. HID
100,000-hour LED lifespan
Type II distribution
5-year warranty

Ordering Matrix

Family	Distribution	Watts	Mount	Color Temp	Finish	Voltage	Photocell	Dimming	BI-Level
ALED									
	2T = Type II	150 = 150W	Blank = Arm	Blank = Cool	Blank = Bronze	Blank = 120-277V	Blank = No Photocell	Blank = No Dimming	Blank = No BI-Level
	3T = Type III	125 = 125W	SF = Splitter	Y = Warm	W = White	480 = 480V	IPC = 120V Button	ID10 = Dimmable	IBL = BI-Level
	4T = Type IV	105 = 105W	N = Neutral	RG = Gray			PCS2 = 277V Swivel		
							PCS2 = 277V Swivel		
							PCT = 120-277V Twistlock		
							PCS4 = 480V Swivel		
							PCT4 = 480V Twistlock		

ALED3T150



Technical Specifications (continued)

Other
California Title 24:
See ALED3T150/D10, ALED3T150/BL, ALED3T150/PCS, ALED3T150/PCS2, or ALED3T150/PCT for a 2015 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Warranty:
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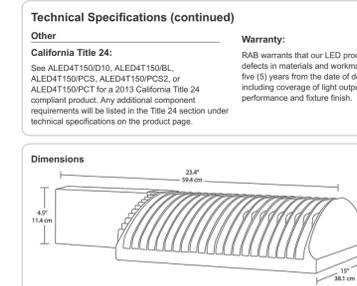
Dimensions
23 1/4" x 9 1/4" x 4 1/2" (114mm)

Features
66% energy cost savings vs. HID
100,000-hour LED lifespan
Type III distribution
5-year warranty

Ordering Matrix

Family	Distribution	Watts	Mount	Color Temp	Finish	Voltage	Photocell	Dimming	BI-Level
ALED									
	2T = Type II	150 = 150W	Blank = Arm	Blank = Cool	Blank = Bronze	Blank = 120-277V	Blank = No Photocell	Blank = No Dimming	Blank = No BI-Level
	3T = Type III	125 = 125W	SF = Splitter	Y = Warm	W = White	480 = 480V	IPC = 120V Button	ID10 = Dimmable	IBL = BI-Level
	4T = Type IV	105 = 105W	N = Neutral	RG = Gray			PCS = 120V Swivel		
							PCS2 = 277V Swivel		
							PCT = 120-277V Twistlock		
							PCS4 = 480V Swivel		
							PCT4 = 480V Twistlock		

ALED4T150



Technical Specifications (continued)

Other
California Title 24:
See ALED4T150/D10, ALED4T150/BL, ALED4T150/PCS, ALED4T150/PCS2, or ALED4T150/PCT for a 2015 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Warranty:
RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Dimensions
23 1/4" x 9 1/4" x 4 1/2" (114mm)

Features
66% energy cost savings vs. HID
100,000-hour LED lifespan
Type IV distribution
5-year warranty

Ordering Matrix

Family	Distribution	Watts	Mount	Color Temp	Finish	Voltage	Photocell	Dimming	BI-Level
ALED									
	2T = Type II	150 = 150W	Blank = Arm	Blank = Cool	Blank = Bronze	Blank = 120-277V	Blank = No Photocell	Blank = No Dimming	Blank = No BI-Level
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	4T = Type IV	105 = 105W	N = Neutral	RG = Gray			PCS = 120V Swivel		
							PCS2 = 277V Swivel		
							PCT = 120-277V Twistlock		
							PCS4 = 480V Swivel		
							PCT4 = 480V Twistlock		

LIGHTING CUT SHEETS

CARRIAGE POINT
101 WAUKEGAN ROAD
LAKE BLUFF, ILLINOIS

June 10, 2015

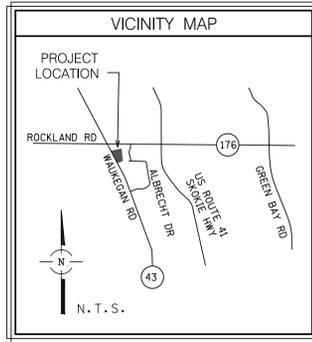


WRIGHT HEEREMA | ARCHITECTS

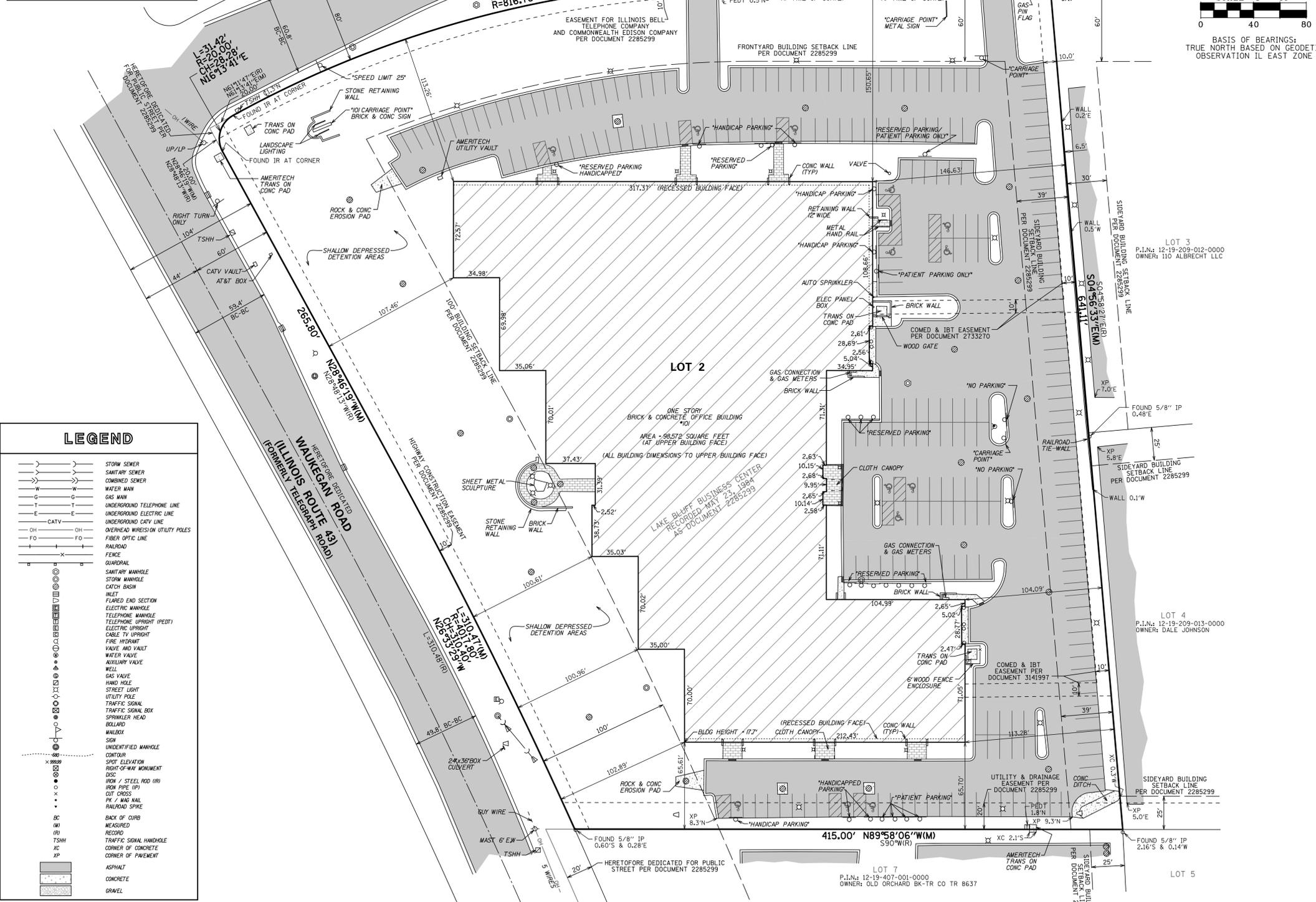
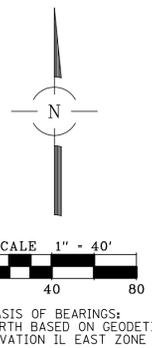
140 S. Dearborn St. Suite 200
Chicago, Illinois 60603
312.913.1010 Fax 913.1917

X:\2014\20140730 Franklin - Carriage Point\03 Drawing\01 DWGS\REFSPA-SP_2015-0603.dwg

A.L.T.A./A.C.S.M. LAND TITLE SURVEY



EXISTING CONDITIONS



PROPERTY DESCRIPTION:
 LOT 2 IN LAKE BLUFF BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1, 2 AND 6 AND PART OF LOT 3 IN NORTH SHORE AUTO SALES AND SERVICE CENTER SUBDIVISION AND A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 23, 1984 AS DOCUMENT 2285299, IN LAKE COUNTY, ILLINOIS.

NOTES:
 THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO.: 1401-008961616-02 WITH A DATE OF POLICY: DECEMBER 5, 2014.
 UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES, AND/OR ENGINEERING DESIGN PLANS. THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE, OTHER UTILITIES NOT SHOWN MAY EXIST. NO UNDERGROUND UTILITIES WERE LOCATED. BEFORE DIGGING CALL J.U.L.I.E. AT 1-800-892-0123.
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001157.
 ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.
 TAX P.I.N. (PER TITLE COMMITMENT): 12-19-209-011-0000
 ADDRESS (PER LAKE COUNTY ASSESSMENT OFFICE ONLINE): 101 WAUKEGAN ROAD LAKE BLUFF, ILLINOIS 60044 (TABLE A ITEM 2)
 BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 17097C0169K AND 17097C0188K MAPS REVISED SEPTEMBER 18, 2013, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN FLOOD ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS IDENTIFIED BY SAID F.I.R.M. MAP. (TABLE A ITEM 3)
 PROPERTY SURVEYED CONTAINS 333,776 SQUARE FEET, OR 7.662 ACRES, MORE OR LESS. (TABLE A ITEM 4)
 SITE ZONED L1 (LIGHT INDUSTRY DISTRICT) PER PHONE CALL TO THE VILLAGE OF LAKE BLUFF COMMUNITY DEVELOPMENT DEPARTMENT ON AUGUST 8, 2012. (TABLE A ITEM 5)
 THERE ARE 244 STRIPED PARKING SPACES ON THE SURVEYED PROPERTY, 13 OF WHICH ARE MARKED HANDICAPPED. (TABLE A ITEM 6)
 PROPERTY SUBJECT TO:
 F 8. SIXTY FOOT FRONT YARD BUILDING SETBACK LINE SOUTH OF THE NORTH LINE OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 G 9. ONE-HUNDRED FOOT BUILDING SETBACK LINE EASTERLY OF THE WESTERLY LINE OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 H 10. UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH 20 FEET OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 I 11. EASEMENT FOR THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY OVER THE NORTHERLY 10 FEET OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 J 12. SIDE YARD BUILDING SETBACK LINE 39 FEET WEST OF THE EAST LINE OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 K 13. HIGHWAY CONSTRUCTION EASEMENT OVER THE WEST 10 FEET OF SAID LOT AS SHOWN ON PLAT OF LAKE BLUFF BUSINESS CENTER. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 L 14. NOTATION CONTAINED ON THE PLAT OF LAKE BLUFF BUSINESS CENTER, RECORDED AS DOCUMENT 2285299; NO DRIVEWAY ACCESS TO SKOKIE HIGHWAY (U.S. ROUTE 43) OR WAUKEGAN ROAD (ILLINOIS ROUTE 43) OR ROCKLAND ROAD (ILLINOIS ROUTE 176) IS PERMITTED FROM ANY LOT IN THIS SUBDIVISION.
 M 15. NOTATION CONTAINED ON THE PLAT OF SAID LAKE BLUFF BUSINESS CENTER, RECORDED AS DOCUMENT 2285299; EASEMENT PROVISIONS: AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY AND THE VILLAGE OF LAKE BLUFF AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN ALL THE AREAS SHOWN BY DOTTED LINES ON THE PLAT AND MARKED "EASEMENT" TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN STORM AND SANITARY SEWERS, WATER AND CONDUITS, CABLES, POLES AND WIRES, UNDERGROUND, WITH ALL NECESSARY MANHOLES, VAULTS, PITS, CATCH BASINS, INLETS, BRACES, GUYS, ANCHORS, AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH STORM AND SANITARY SEWER, WATER, ELECTRIC AND TELEPHONE SERVICE AND STORM DRAINAGE; ALSO IS HEREBY GRANTED THE RIGHT TO USE THE STREETS FOR SAID PURPOSES, THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID STORM AND SANITARY SEWERS, WATER AND MANHOLES AND VAULTS, PITS, CATCH BASINS, INLETS, BRACES, GUYS, ANCHORS, CONDUITS, CABLES, POLES, WIRES AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SIDING, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHT HEREIN GRANTED.
 N 16. REQUIRED STORM WATER DETENTION AND RELEASE RATE, AS DENOTED ON THE PLAT OF SAID RESUBDIVISION. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY BUT IS NOT A PLOTTABLE ITEM. SEE SAID DOCUMENT FOR DETAILS ON RELEASE RATES.)
 O 17. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDIESTALS AND OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME AND THE RIGHT FROM TIME TO TIME, TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED AND THE PROVISIONS RELATING THERE TO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2733270, AFFECTING THE EAST 10 FEET OF THE NORTH 250 FEET AND THE SOUTH 10 FEET OF THE NORTH 250 FEET OF THE EAST 160 FEET OF THE LAND. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)
 P 18. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDIESTALS AND OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME AND THE RIGHT FROM TIME TO TIME, TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED AND THE PROVISIONS RELATING THERE TO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 3141997, AFFECTING THE EAST 10 FEET OF THE SOUTH 280 FEET OF THE NORTH 530 FEET AND THE SOUTH 10 FEET OF THE NORTH 530 FEET OF THE EAST 145 FEET OF THE LAND. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE PROPERTY AND IS SHOWN HEREON.)

SNOW CONDITIONS EXISTED OVER THE SITE AT THE TIME OF FIELD WORK. ADDITIONAL IMPROVEMENTS MAY EXIST, BUT WERE NOT VISIBLE AT THE TIME OF SURVEY DUE TO +/-1.0' OF SNOW COVER.

STATE OF ILLINOIS) SS
 COUNTY OF COOK)
 I, CHICAGO TITLE INSURANCE COMPANY
 AND TO: FIRST MIDWEST BANK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLES 1, 2, 3, 4, 6(a), 7(a), 7(b), 7(c), 8, 9, 11(a), & 13 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 27, 2015

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 20__ IN ROSEMONT, ILLINOIS.

C. BRIAN LOUNSBURY, I.P.L.S. No. 035-2841
 LICENSE EXPIRES: 11-30-2016
 bliounsbury@spacecoinc.com
 (VALID ONLY IF EMBOSSED SEAL AFFIXED)

LEGEND

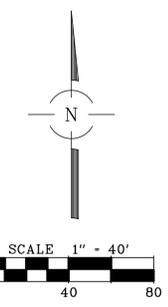
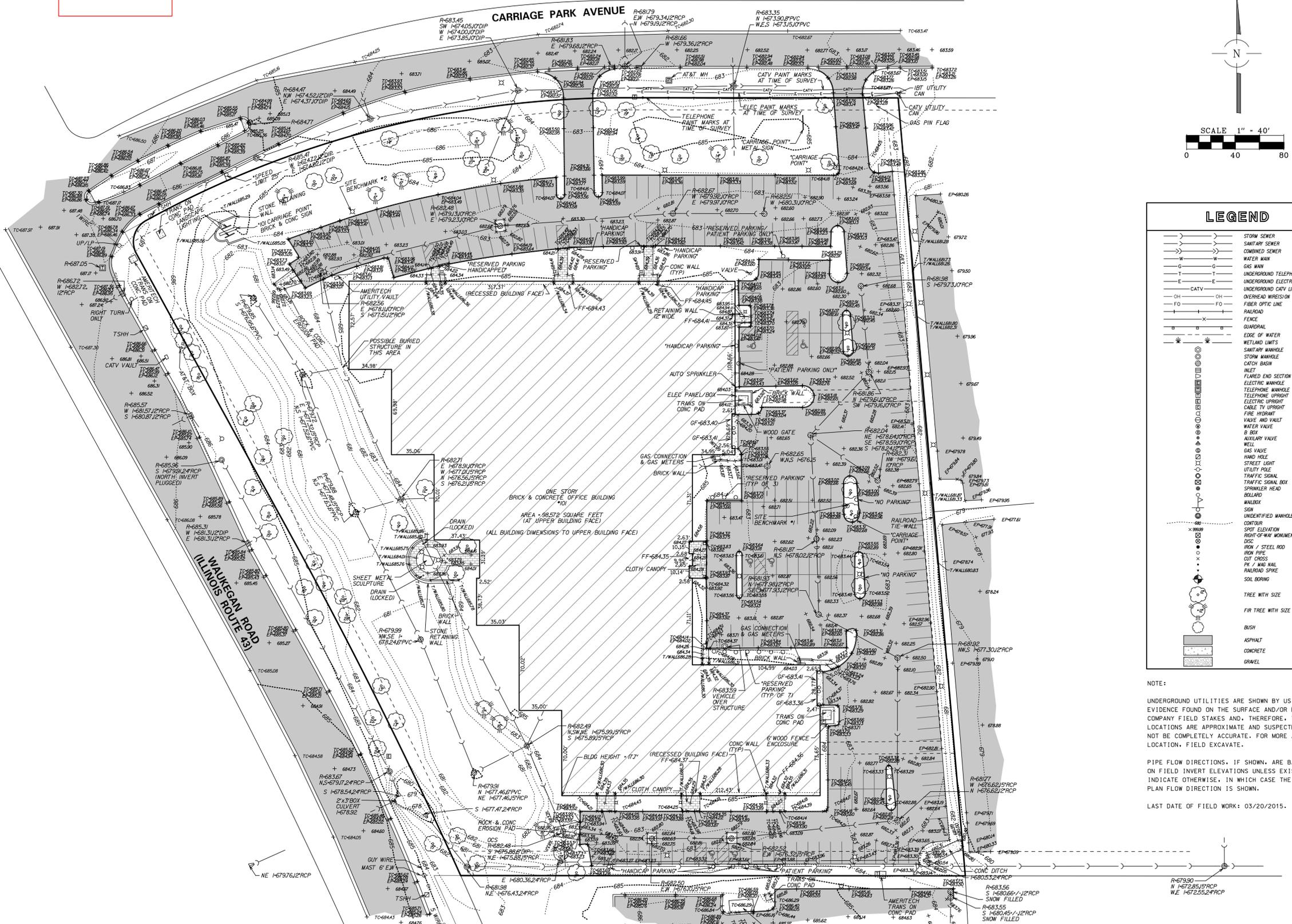
	STORM SEWER
	SANITARY SEWER
	COMBINED SEWER
	WATER MAIN
	GAS MAIN
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND CATV LINE
	OVERHEAD WIRE ON UTILITY POLES
	FIBER OPTIC LINE
	RAILROAD
	FENCE
	GUARDRAIL
	SANITARY MANHOLE
	STORM MANHOLE
	CATCH BASIN
	INLET
	FLARED END SECTION
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE UPRIGHT (PEDT)
	ELECTRIC UPRIGHT
	CABLE TY UPRIGHT
	FIRE HYDRANT
	VALVE AND VAULT
	WATER VALVE
	AUXILIARY VALVE
	WELL
	GAS VALVE
	HAND HOLE
	STREET LIGHT
	UTILITY POLE
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL BOX
	SPRINKLER HEAD
	BALLAST
	MAILBOX
	SIGN
	UNIDENTIFIED MANHOLE
	CONTOUR
	SPOT ELEVATION
	RIGHT-OF-WAY MONUMENT
	DISC
	IRON / STEEL ROD (IR)
	IRON PIPE (IP)
	CUT CROSS
	PK / WLK NAIL
	RAILROAD SPIKE
	BACK OF CURB
	MEASURED
	RECORD
	TRAFFIC SIGNAL MANHOLE
	CORNER OF CONCRETE
	CORNER OF PAVEMENT
	ASPHALT
	CONCRETE
	GRAVEL

PREPARED FOR:
 FRANKLIN 101 WAUKEGAN, LLC
 C/O FRANKLIN PARTNERS
 55 SHUMAN BOULEVARD
 SUITE 178
 NAPERVILLE, IL 60663

REVISIONS: 10/27/2014-TITLE 11/11/2014 11/20/2014 03/04/2015-TITLE		CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	DATE: 03/19/2014 JOB NO: 7308 FILENAME: 7308ALTA-02 SHEET 1 OF 1
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065			



EXISTING CONDITIONS



LEGEND	
	STORM SEWER
	SANITARY SEWER
	COMBINED SEWER
	WATER MAIN
	GAS MAIN
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND ELECTRIC LINE
	CATV
	OVERHEAD WIRES ON UTILITY POLES
	FIBER OPTIC LINE
	RAILROAD
	FENCE
	GUARDRAIL
	EDGE OF WATER
	WETLAND LIMITS
	SANITARY MANHOLE
	STORM MANHOLE
	CATCH BASIN
	INLET
	FLARED END SECTION
	ELECTRIC MANHOLE
	TELEPHONE UPRIGHT
	ELECTRIC UPRIGHT
	CABLE TV UPRIGHT
	FIRE HYDRANT
	VALVE AND VAULT
	WATER VALVE
	BOX
	AUXILIARY VALVE
	WELL
	GAS VALVE
	HAND HOLE
	STREET LIGHT
	UTILITY POLE
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL BOX
	SPRINKLER HEAD
	BOLLARD
	MAILBOX
	SEWER UNIDENTIFIED MANHOLE
	CONTOUR
	SPOT ELEVATION
	RIGHT-OF-WAY MONUMENT
	IRON / STEEL ROD
	IRON PIPE
	CUT CROSS
	PK / MAG NAIL
	RAILROAD SPIKE
	SOL BORING
	TREE WITH SIZE
	FIR TREE WITH SIZE
	BUSH
	ASPHALT
	CONCRETE
	GRAVEL

NOTE:
 UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

LAST DATE OF FIELD WORK: 03/20/2015.

SOURCE BENCHMARK:
 ELEVATION ARE BASED ON GPS OBSERVATIONS FROM NGS COOP COR SITE LAK137 1B (NGS PID AJ2876).
 ELLIPSOIDAL HEIGHT = 179.385 METERS (700.76 FEET)
 DATUM: NAVD 88

SITE BENCHMARK #1:
 SOUTHEAST BOLT ON FIRE HYDRANT IN ISLAND APPROXIMATELY 120 FEET SOUTHEAST OF FRONT DOOR ENTRANCE.
 ELEVATION = 684.55

SITE BENCHMARK #2:
 CUT CROSS ON SOUTH SIDE OF CONCRETE LIGHT POLE BASE AT MOST WESTERN LIGHT POLE IN NORTHWESTERN PARKING LOT.
 ELEVATION = 684.14

EXISTING CONDITIONS

LAKE BLUFF BUSINESS CENTER
LAKE BLUFF, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS



FILENAME:
7308TOPO-01

DATE:
03/25/2015

JOB NO.
7308

SHEET
E1

1 OF 1

NO. DATE REMARKS

EXISTING CONDITIONS



VILLAGE OF LAKE BLUFF

Memorandum

TO: Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals

FROM: Brandon J. Stanick, Assistant to the Village Administrator

DATE: May 15, 2015

SUBJECT: **Agenda Item #5** - Proposed Site Modifications and Related Zoning Relief Requested for 101 Waukegan Road (Carriage Point Building)

Applicant Information:	Franklin 101 Waukegan, LLC (Petitioner/Owner)
Location:	101 Waukegan Road
Requested Action:	Request for zoning relief related to: i) reducing parking stall sizes, ii) allowing parking in the front yard, and iii) encroaching into the front yard to allow parking.
Public Notice:	<i>Lake County News Sun</i> – May 5, 2015
Existing Zoning:	Light Industry District (L-1)
Purpose:	To increase the number of onsite parking spaces to attract office tenants.
Lot Size:	333,924 sq. ft. (7.67 acres)
Building Size:	98,572 sq. ft.
Existing Land Use:	L-1 District – multi-tenant building with existing office and medical office uses
Surrounding Land Use:	<ul style="list-style-type: none"> • North: Retail and Restaurant • East: Service and Office • South: Medical Office • West: Residential and Recreational (Lake Forest)
Comprehensive Plan Land Use Objective:	Enhance and maximize economic return to the Village in a manner compatible with existing uses.
Zoning History:	None available
Applicable Land Use Regulations:	<ul style="list-style-type: none"> • L-1 District parking stall size variation • L-1 District front yard requirement variations

Background and Summary

On March 5, 2015 the Plan Commission and Zoning Board of Appeals (PCZBA) and the Architectural Board of Review (ABR) conducted an informal workshop meeting with representatives from Franklin 101 Waukegan, LLC (Petitioner/Owner) to review proposed modifications to the parking lot of the Carriage Point Building (101 Waukegan Road). Comments generated during the workshop discussion include: i) preference for a 9 ft. parking stall width; ii) concern for parking lot setback along Carriage Park Ave. less than 10 ft.; iii) preference not to use public right-of-way to screen parking lot; iv) suggestion to shift parking lot south toward the building to increase setback along Carriage Park Ave.; v) create a drive aisle in the center of the parking spaces along Carriage Park Ave. to facilitate traffic flow; and vi) suggestions to make improvements in support of onsite retail and neighboring retail establishments (i.e. pedestrian pathway connection to sidewalk south of the Target Store).

Following the receipt of a revised proposal, and responses to Staff’s recommendations, the Petitioner submitted a final proposal on May 1, 2015. The proposed modifications to the site include the following:

1. increase the total number of parking spaces by 99 (from 244 to 343 spaces) -
 - Required for office use: 1 space per 600 sq. ft. of building ($98,572/600 = 164$ required spaces);
2. reconfigure parking space locations and drive aisles and eliminate westerly entrance drive;
3. provide 9 single head light fixtures, 3 double-head fixtures and 1 triple head fixture; (18 total lights); and
4. install additional landscaping along Carriage Park Ave. and Waukegan Road, as well as throughout the reconfigured parking lot –
 - According to Petitioner existing green area is 39% of the site and is reduced to 33%.

Zoning Analysis

Village Staff has conducted the required zoning analysis and confirms the proposed plans, with the exceptions of the parking stall size and front yard regulations, are in compliance with the Zoning Code. As a point of information the Zoning Code defines “structure” as anything constructed above grade with the exception of patios, driveways and walks at grade level.

L-1 District Parking Stall Size

Minimum size for employees/officers:	9.5 ft. x 18.5 ft.
Minimum size for customers:	10.0 ft. x 19.5 ft.
<u>Proposed size:</u>	<u>9.0 ft. x 18.0 ft.</u>
Employee/officer space size total variation:	0.5 ft. x 0.5 ft. (5.26% x 2.70%)
Customer space size total variation:	1.0 ft. x 1.5 ft. (10.00% x 7.69%)

L-1 District Front Yard Encroachment

Required Front Yard (along Carriage Park Avenue):	75 ft.
<u>Proposed Front Yard encroachment:</u>	<u>65 ft.</u>
Front Yard encroachment variation:	86.67%

L-1 District Parking

Parking in the Front Yard: Not Allowed

Proposed: 178 parking spaces

Front Yard parking variation: Allow parking in the Front Yard

It is important to know the ABR is responsible for reviewing the overall proposed modifications to the site plan, including: parking space and aisle configuration, landscaping and lighting. The public hearing for the ABR to consider the proposal is tentatively scheduled for June 2nd. Although this is the case, there are requirements of the Zoning Code related to parking in the L-1 District that require the Petitioner to first seek zoning relief, and ultimately receive a recommendation from the PCZBA, related to the proposed plan. Also, any landscape improvements that are recommended for approval by the ABR will require an agreement between the Village and the Petitioner (considered by the Village Board) to use the public right-of-way along Carriage Park Ave.

The Petitioner will submit statements addressing the variation standards for the zoning relief being sought for the Front Yard prior to the meeting.

PCZBA Authority

The PCZBA has authority to:

- Recommend the Village Board approve or deny the request for:
 - a variation from Section 10-7A-5A(2)(b) of the Zoning Code to allow parking in the Front Yard along Carriage Park Ave., and
 - a variation from Section 10-7A-5A(2)(a) of the Zoning Code to allow a parking lot (“structure”) to encroach 65 ft. (86.67%) into the required front yard; and
- Conditionally approve or deny the 9.0 ft. x 18.0 ft. proposed parking stall size (note that under Section 10-2-4A1c of the Zoning Code, because the Village Board has final authority over the requested variations from the Front Yard regulations, the PCZBA’s decision on the parking stall size variation is contingent upon, and subject to, the Village Board’s approval of the variations concerning the Front Yard).

Recommendation

Following the public hearing to consider the requests, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information.
- If more information is not required, vote to:
 - Recommend the Village Board approve or deny the request for:
 - a variation from Section 10-7A-5A(2)(b) of the Zoning Code to allow parking in the Front Yard along Carriage Park Ave., and
 - a variation from Section 10-7A-5A(2)(a) of the Zoning Code to allow a parking lot (“structure”) to encroach 65 ft. (86.67%) into the required front yard; and
 - Conditionally approve or deny the 9.0 ft. x 18.0 ft. proposed parking stall size.

Attachments

- Zoning application with supporting documentation.

If you should have any questions concerning the information provided in this memorandum please feel free to contact me at 847-283-6889.

VILLAGE OF LAKE BLUFF

Memorandum

TO: Chairman Hunter and Members of the Architectural Board of Review

FROM: Mike Croak, Building Codes Supervisor

DATE: May 29, 2015

SUBJECT: **Agenda Item #6 – A Public Hearing to Consider a Site Plan to Review Changes to the Parking Lot at 101 Waukegan Road**

On March 5, 2015 the Plan Commission and Zoning Board of Appeals (PCZBA) and the Architectural Board of Review (ABR) conducted an informal workshop meeting with representatives from Franklin 101 Waukegan, LLC (Petitioner/Owner) to review proposed modifications to the parking lot of the Carriage Point Building (101 Waukegan Road). Comments generated during the workshop discussion include: i) preference for a 9 ft. parking stall width; ii) concern for parking lot setback along Carriage Park Ave. less than 10 ft.; iii) preference not to use public right-of-way to screen parking lot; iv) suggestion to shift parking lot south toward the building to increase setback along Carriage Park Ave.; v) create a drive aisle in the center of the parking spaces along Carriage Park Ave. to facilitate traffic flow; and vi) suggestions to make improvements in support of onsite retail and neighboring retail establishments (i.e. pedestrian pathway connection to sidewalk south of the Target Store).

Following the receipt of a revised proposal, and responses to Staff's recommendations, the Petitioner submitted a final proposal on May 1, 2015. The proposed modifications to the site include the following:

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2. reconfigure parking space locations and drive aisles and eliminate westerly entrance drive;
3. provide 9 single head light fixtures, 3 double-head fixtures and 1 triple head fixture; (18 total lights); and install additional landscaping along Carriage Park Ave. and Waukegan Road, as well as throughout the reconfigured parking lot
 - According to Petitioner existing green area is 39% of the site and is reduced to 33%.

On May 20, 2015 the PCZBA conducted a public hearing to consider the following zoning relief sought by the Petitioner: i) reduction in parking stall sizes, ii) provide parking in the front yard, and iii) encroach into the front yard to allow parking. At the conclusion of the public hearing the PCZBA took the following actions:

Recommended the Village Board approve:

- a variation from Section 10-7A-5A(2)(b) of the Zoning Code to allow parking in the front yard along Carriage Park Ave., and
- a variation from Section 10-7A-5A(2)(a) of the Zoning Code to allow a parking lot ("structure") to encroach 65 ft. (86.67%) into the required 75 ft. front yard.

Approved a 9.0 ft. x 18.0 ft. parking stall size (10 ft. x 19.5 ft. required) with the condition the Village Board approves the variations sought for parking in the front yard.

Additionally, the PCZBA conditioned its recommendation on the Petitioner working with the Village to construct a pedestrian path along the north side of the lot (along Carriage Park Ave.) and a crosswalk across Carriage Park Ave. to encourage safe pedestrian connectivity to the Carriage Way Shopping Center.

Comments were also expressed by individual PCZBA Commissioners concerning:

- Encourage ABR to allow adequate space on site for street trees;
- Suggest additional landscape to the north elevation of the building;
- Suggest additional landscape for the building entrance; and
- Explore having more green space on-site.

Recommendation:

It is recommended the ABR conduct a public hearing to consider the modifications to the site plan, appropriately question the Petitioner as needed, entertain public comments and questions from the petitioner and make one of the following recommendations regarding the site plan:

- Recommend that the Village Board approve the proposed site plan as presented or with conditions;
- Recommend that the Village Board deny the proposed site plan; or
- Request the petitioner to provide additional information for the ABR's consideration.

The petitioner will be in attendance at Tuesday's meeting to respond to questions from the ABR. If you should have any questions regarding this matter, please feel free to contact me at 847-283-6885.

Exhibit D

Applicants' Unconditional Agreement and Consent

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

WHEREAS, Franklin 101 Waukegan, LLC ("**Applicant**") is the owner of the property located in the Village's L-1 Light Industry District ("**L-1 District**") at 101 Waukegan Road, Lake Bluff, Illinois, which is legally described on **Exhibit A** attached hereto ("**Property**"); and

WHEREAS, the Applicant submitted an application attached hereto as **Exhibit B** (collectively, "**Application**"), requesting variations (collectively, the "**Variations**") from: (1) the minimum customer or guest parking stall size requirements of Section 10-7A-6B2 of the Zoning Regulations; (2) the minimum employee parking stall size requirements of Section 10-7A-6B2 of the Zoning Regulations, (3) a variation from the parking location requirements of Section 10-7A-5A2 of the Zoning Regulations to permit parking in the front yard of the Property, and (4) a variation from the parking location requirements of Section 10-7A-5A2 of the Zoning Regulations to permit the parking lot to encroach 65 feet into the required front yard, all for the purpose of reconfiguring certain surface parking spaces on the Property and related landscaping pursuant to the site plan attached as **Exhibit C** ("**Site Plan**"); and

WHEREAS, on May 20, 2015, the Village's Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") conducted a duly-noticed public hearing to consider the Variations and recommended approval of the Variations; and

WHEREAS, on June 2, 2015, the Village's Architectural Board of Review ("**ABR**") conducted a duly-noticed public meeting to consider the Site Plan and continued the public hearing to June 11, 2015, and on June 11, 2015 completed its review and recommended approval of the Site Plan; and

WHEREAS, Ordinance No. _____, adopted by the President and Board of Trustees of the Village of Lake Bluff on _____, 20__, ("**Ordinance**") approves the requested Variations and Site Plan, subject to certain modifications, conditions, restrictions, and provisions; and

WHEREAS, Subsection 9.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 set forth in said Ordinance;

NOW, THEREFORE, the Applicant hereby 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.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree 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 or approvals for the use of the Property, and that the Village's issuance of any such permits or approvals 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 hereby holds harmless and indemnifies 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 Property, or the Village's adoption of the Ordinance approving the Variations and the Site Plan.

Dated: _____, 20__.

ATTEST:

FRANKLIN 101 WAUKEGAN, LLC

By: _____

By: _____

Its: _____

Its: _____



FRANKLIN
PARTNERS LLC

ATTACHMENT 3

55 SHUMAN BLVD

OFFICE OF THE BUILDING

NAPERVILLE, IL 60563

T 630.357.5400

F 630.357.5453

FRANKLINPARTNERS.NET

June 3, 2015

Village of Lake Bluff
Village Board President O'Hara and Trustees
40 East Center Avenue
Lake Bluff, Illinois 60044

RE: 101 Waukegan, Lake Bluff zoning application

Dear Village President O'Hara and the Board of Trustees,

As a resident living in Lake Bluff I take great pride in my participation in improving our property located at 101 Waukegan and the jobs we expect to bring to the community by releasing the sixty thousand feet of office vacancy in the community. My team and I are aggressively pursuing multiple tenants at this time, with the largest concern being the ability to park at a greater amount. Every day we delay finalizing the improvements needed impacts our ability to lease the space. We have multiple tenants we are negotiating with (not executed at this time) and will require additional parking by the third quarter of this year. The project will take multiple months to complete and respectively I request your consideration to waive the required second review and reading at a later date in efforts of expediting the zoning process.

Public feedback to us directly has been very positive. Neighboring buildings to 101 Waukegan are supportive of the improvements presented. We feel since our initial presentation of our plans any concerns would have been already identified by the community.

In closing I truly appreciate your consideration and look forward to supporting and improving our community.

Truly yours,

Donald J Shoemaker

Donald J. Shoemaker
Franklin 101 Waukegan, LLC its Manager
Franklin Partners, LLC

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

**Revised
Agenda Item: 15**

Subject: A RESOLUTION APPROVING A LICENSE AGREEMENT TO USE A PORTION OF VILLAGE PROPERTY (101 S. Waukegan Road)

Action Requested: ADOPTION OF THE RESOLUTION

Originated By: FRANKLIN 101 WAUKEGAN, LLC

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

On May 1, 2015 Franklin 101 Waukegan, LLC requested approval to use a portion of the Village-owned Carriage Park Avenue right-of-way to install and maintain certain improvements, including trees, landscaping and other related improvements. The Village owns and controls the right-of-way that is located along the south side of Carriage Park Avenue (an ordinance granting variations from the Village's parking regulations and modifying the site plan was considered as agenda item 14).

Similarly, the Village has approved other license agreements to authorize the installation of improvements such as landscaping on other Village owned property.

Reports and Documents Attached:

1. Resolution Approving a License Agreement; and
2. License Agreement.

Village Administrator's Recommendation: Consideration of the Request.

Date Referred to Village Board: 6/22/2015

RESOLUTION NO. 2015-

**A RESOLUTION APPROVING A LICENSE AGREEMENT
FOR A PORTION OF THE VILLAGE RIGHT-OF-WAY
(101 Waukegan Road)**

WHEREAS, Franklin 101 Waukegan, LLC ("**Owner**") is the owner of the property located at 101 Waukegan Road in Lake Bluff, Illinois and has requested Village Board approval to use a portion of the Village-owned Carriage Park Avenue right-of-way to install and maintain trees, landscaping and other related improvements ("**Improvements**"); and,

WHEREAS, the Village Attorney has prepared a license agreement at the direction of the Village Board of Trustees to allow the Owner to install and maintain the requested Improvements pursuant to the terms and conditions of the license agreement between the Owner and the Village ("**Agreement**"); and,

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of the Village to approve and authorize the execution of the Agreement pursuant to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED 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 of the President and Board of Trustees.

Section 2. Approval of License Agreement.

The License Agreement between the Owner and the Village is hereby approved in substantially the form attached as **Exhibit A**.

Section 3. Authorization and Execution of License Agreement.

The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the License Agreement, only after receipt by the Village Clerk of at least one original copy of the Agreement executed by Owner, and only after payment by the Owner of all license fees and other costs required pursuant to the Agreement.

Section 4. Effective Date.

This Resolution shall be in full force and effect from and after this Resolution's passage and approval in the manner required by law.

PASSED this ___ day of _____, 2015, by vote of the Board of Trustees of the Village of Lake Bluff, Illinois, as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ___ day of _____, 2015.

Village President

ATTEST:

Village Clerk

#35885751_v1

EXHIBIT A
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated as of the ___ day of June, 2015, and is by and between the **VILLAGE OF LAKE BLUFF**, an Illinois home rule municipal corporation (the "Village") and Franklin 101 Waukegan, LLC (the "Licensee").

IN CONSIDERATION of the recitals and mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

Section 1. Recitals.

A. The Village owns and controls the right-of-way that is generally located along the south side of the Village street known as Carriage Park Avenue (the "Village Right-of-Way").

B. The Licensee is the owner of record of the property immediately south of and adjacent to the Village Right-of-Way commonly known as 101 Waukegan Road, Lake Bluff, Illinois and legally described in **Exhibit A** attached to this License Agreement (the "Adjacent Property").

C. The Licensee desires to use a portion of the Village Right-of-Way (the "Licensed Premises") to install and maintain certain improvements, including trees, landscaping and other related improvements (collectively, the "Improvements"), as depicted on the drawings prepared by the Licensee and attached and incorporated into this Agreement as **Exhibit B** (the "Site Plan").

Section 2. License.

The Village hereby grants to the Licensee a license to use the Licensed Premises pursuant to and in strict accordance with the terms and provisions of this License Agreement. Except for the License granted in this License Agreement, the Licensee will have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

Section 3. Use Of Licensed Premises.

The Licensee will, at the Licensee's sole cost and expense, use the Licensed Premises for the sole purpose of constructing, installing, and maintaining the Improvements only as depicted in, and in strict compliance with, the Site Plan and this License Agreement.

Section 4. Term.

A. The term ("Term") of this License Agreement commences on July 1, 2015, and will automatically renew for one-year periods until the earlier of (i) the delivery of written notice by the Village to the Licensee of the Village's intent to terminate and revoke this License, in which case the License Agreement will terminate 30 days after delivery of such notice, or (ii) the failure of the Licensee to comply with any of the terms and conditions of this License Agreement, in which case the Village will have the option and the right, to be exercised at the sole discretion of the Village Board of Trustees, to immediately terminate and revoke this License Agreement, in whole or in part.

B. Upon termination or revocation of this License Agreement, the Licensee must immediately cease all use and possession of the Licensed Premises and, at the option of the Village in its sole and absolute discretion, must, at the Licensee's sole cost and expense, immediately remove the Improvements from the Licensed Premises and restore the Licensed Premises as nearly as practicable to its condition prior to installation of any of the Improvements.

Section 5. License Fee And Village Costs.

A. In consideration of the Village entering into this License Agreement for the Term, the Licensee must pay the following to Village:

1. a one-time license fee of \$10.00 (the "License Fee"); and
2. all legal and other administrative fees, costs, and expenses incurred or accrued by the Village in connection with the installation of the Improvements and the negotiation, preparation, consideration, and review of this License Agreement, including specifically, but without limitation, the fees and expenses of the Village Attorney, in an amount not to exceed \$1,500.00 (the "Village Costs").

B. The Licensee must pay the License Fee and the Village Costs to the Village prior to the execution of this Agreement by the Village President.

Section 6. Vacation of Licensed Premises.

In the event that, at any time during the Term or any extension thereof, the Village, in its sole and absolute discretion, determines that the Licensed Premises should be vacated, the Licensee hereby agrees to accept ownership of the Licensed Premises by vacation pursuant to the applicable provisions of Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, and the Licensee agrees to enter into such agreements and execute such documents as are necessary to have the Licensed Premises vacated by the Village and to vest fee simple title to the Licensed Premises in the Licensee, subject to any reservation of rights and easements that the Village may require.

Section 7. Indemnification.

Licensee will hold harmless, indemnify, and defend the Village, its elected and appointed officers, officials, agents, attorneys, employees, and representatives against any and all losses, expenses, claims, costs, causes, and damages, including without limitation litigation costs and attorneys' fees, (i) for any accident, injury, or death to persons or loss or damage to property occurring on or about the Licensed Premises, or any parts thereof, and due in whole or in part to any act or failure to act or any negligence or default under this License Agreement by Licensee, its tenants, contractors, agents, representatives, invitees, licensees or employees; or (ii) on account

of any failure on the part of Licensee to perform or comply with any terms or conditions of this License Agreement ("**Claims**"). Claims resulting from any act or failure to act or any negligence or default under this License Agreement by Licensee, its tenants, contractors, agents, representatives, invitees, licensees or employees that arise prior to the termination of this License Agreement will survive the termination of this License Agreement.

Section 8. Enforcement.

The parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this License Agreement; provided, however, that the Licensee agrees that the Licensee will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this License Agreement. Licensee agrees to pay all reasonable costs, attorneys' fees, and expenses incurred by the Village in enforcing the covenants, terms, and conditions of this Agreement.

Section 9. Reservation of Rights.

The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted hereunder. The Village will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon, for emergency and public safety purposes and for the purpose of making such repairs, alterations, or improvements as the Village may in its sole and absolute discretion deem necessary or desirable.

Section 10. Assignment.

The Licensee acknowledges that this License is for the sole and exclusive benefit of the Licensee, and may not be transferred or assigned without the prior written consent of the Village, which consent may be withheld at the Village's sole and absolute discretion. In the event that the Village approves transfer or assignment of the License, the Licensee acknowledges and agrees that the obligations assumed by it under this License Agreement will bind such transferee or licensee.

Section 11. Notices.

All notices and other communications in connection with this License Agreement must be in writing, and will be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after the deposit thereof in any main or branch United States post office. All notices must be sent certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the Licensee:

For notices and communications to the Village:

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

With a copy to:

Mr. Peter Friedman
Village Attorney
Holland & Knight LLP
131 S. Dearborn Street, Suite 3000
Chicago, Illinois 60603

By notice complying with the requirements of this Section, the Village and Licensee each will have the right to change their address and/or addressee for all future notices.

Section 12. Miscellaneous.

A. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this License Agreement.

B. Applicable Law. This License Agreement will be interpreted under and governed by the laws of the State of Illinois.

C. Amendment. This License Agreement may be modified, amended, or annulled only by the written agreement of the Village and Licensee.

D. Survival. All representations and warranties contained herein will survive the execution of this License Agreement and the recordation thereof and will not be merged.

E. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the Village and constitutes the entire License Agreement between the parties relating to their respective rights concerning the Licensed Premises.

F. Severability; Waiver. If any provision of this License Agreement is held invalid, the validity of any other provision of this License Agreement that can be given effect without such invalid provision will not be affected thereby. The waiver or breach of any term, condition, covenant or obligation of this License Agreement will not be

considered to be a waiver of that or any other term, condition, covenant, or obligation or of any subsequent breach thereof.

G. Authorization. Each party represents and warrants that it has the full power and authority to legally undertake the obligations set forth in this License Agreement. The parties acknowledge that they have read and understand this License Agreement and agree to be bound by its terms.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or will be valid, against the Village or the Licensee.

I. Binding Effect. This Agreement is binding on, and will inure to the benefit of, each party hereto and each of their respective heirs, legal representatives, and permitted successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be executed, effective as of the date first written above.

FRANKLIN 101 WAUKEGAN, LLC

ATTEST:

VILLAGE OF LAKE BLUFF

ATTEST:

Village Clerk

Village President

#35885745_v1

EXHIBIT A

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

LOT 2 IN LAKE BLUFF BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1, 2 AND 6 AND PART OF LOT 3 IN NORTH SHORE AUTO SALES AND SERVICE CENTER SUBDIVISION AND A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 23, 1984 AS DOCUMENT 2285299, IN LAKE COUNTY, ILLINOIS

Pin # 12-19-209-011

Commonly known as 101 Waukegan Road, Lake Bluff, Illinois

EXHIBIT B

SITE PLAN

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

Agenda Item: 16

Subject: A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR LAKE BLUFF POLICE SERGEANTS

Action Requested: ADOPTION OF THE RESOLUTION (Roll Call Vote)

Originated By: FINANCE DIRECTOR

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

In 2010 the Illinois Council of Police (“ICOPs”) was certified by the State to represent the Lake Bluff Police Sergeants on their first collectively bargained agreement. The agreement expired on April 30, 2014 and in July 2014 the Sergeants voted to authorize the Fraternal Order of Police Labor Council (“FOP”) to negotiate a contract on their behalf. The Village’s negotiation team – Labor Attorney Jill O’Brien, Finance Director Griffin, and Deputy Chief Hosking - met several times with FOP representative Kevin Krug and the Sergeants (“labor team”). On June 16th Mr. Krug advised Ms. O’Brien that the Sergeants ratified the agreement.

This 3-year agreement commences on May 1, 2014 and expires on April 30, 2017. It provides for a 2.5% wage increase each year. The percentage increase is the same as the FOP contract for non-supervisory police officers. All provisions of this document mirror the FOP agreement with two exceptions. The first exception, which is also a change from the Sergeant’s ICOPs agreement, is for a 6 month probation period for new Sergeants which can be extended by the Police Chief for another 6 months from a 12 month period (18 months for new patrol officers.) The second exception requires Sergeants to rotate shifts annually instead of shift bidding based on seniority.

Finance Director Griffin and Deputy Chief Hosking will be available to answer questions regarding this contract.

Reports and Documents Attached:

1. A Copy of the Resolution, and
2. A Copy of the Collective Bargaining Agreement

ABR’s Recommendation: Adoption of the Resolution.

Village Administrator’s Recommendation: Consideration of the Resolution.

Date Referred to Village Board: 6/22/2015

RESOLUTION 2015**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE FRATERNAL ORDER OF POLICE FOR LAKE BLUFF POLICE SERGEANTS**

WHEREAS, in 2010 the Police Sergeants of the Village of Lake Bluff Police Department elected to be represented by the Illinois Council of Police (“ICOPs”) and the first collectively bargained contract for the Sergeants was approved by the Village Board on October 22, 2012 commencing on May 1, 2010 and expiring on April 30, 2014; and,

WHEREAS, in August 2014 the Illinois Labor Relations Board notified the Village that the Police Sergeants voted to be represented by the Fraternal Order of Police Labor Council (“FOP”); and,

WHEREAS, the appointed labor counsel of the Lake Bluff Village President and Board of Trustees, Jill O’Brien of Laner, Muchin, Dombrow, Becker, Levin and Tominberg, Ltd., and Village staff have negotiated with the authorized representatives of the FOP on behalf of the Village and recommends approval of the proposed Collective Bargaining Agreement commencing on May 1, 2014 and expiring on April 30, 2017; and,

WHEREAS, on June 16, 2015 the authorized representative of the FOP has notified the Village that the proposed Collective Bargaining Agreement has been ratified by the Police Sergeants; and,

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village of Lake Bluff to approve the Collective Bargaining Agreement with the FOP.

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 **Authorization to Execute the Collective Bargaining Agreement with the Fraternal Order of Police (“FOP”)**

The Village President is hereby authorized to execute the Collective Bargaining Agreement with the Fraternal Order of Police (“FOP”) on behalf of the Police Sergeants of the Village of Lake Bluff Police Department attached as Exhibit A.

SECTION 2 **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 _____, June 2015 by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this _____, June 2015.

Village President

ATTEST:

Village Clerk

ILLINOIS FOP
LABOR COUNCIL
and
VILLAGE OF LAKE BLUFF
Sworn Police Sergeants

May 1, 2014 - April 30, 2017

NOTE: Both parties reserve the right to add to, delete or change any proposal prior to ratification of the entire CBA by authorized representatives of both parties including the Village Board. Both parties agree to RECOMMEND this tentative agreement to their respective members.

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INTRODUCTION

This Labor Agreement is voluntarily entered into by and between the Village of Lake Bluff, Illinois, hereinafter also referred to as the “Village” and the Illinois Fraternal Order of Police, Labor Council hereinafter also referred to as the “Union” or “Labor Council”, or “Council” as the exclusive collective bargaining agent for the employees of the Village of Lake Bluff who are described in the collective bargaining unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board, August 6, 2014 (S-RC-14-097) as collective bargaining agent for all sworn Police Sergeants employed by the Village (other than the Commander(s), and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Labor Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious grievance procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE 1 RECOGNITION AND REPRESENTATION

Section 1.1 Exclusive Agent

The Village recognizes the Union as the sole and exclusive bargaining agent for all Sworn Police Sergeants, excluding all sworn Officers below the rank of Sergeant, Police Commanders and other sworn Officers above the rank of Sergeant, Managerial and Supervisory employees employed with the Village of Lake Bluff.

Section 1.2 Membership

As used herein, the term “sworn Police Sergeants” shall refer to all those persons included in the collective bargaining unit described above.

Section 1.3 Probationary Period

The probationary period for all employees hired or promoted to a position in this bargaining unit shall normally be six (6) months. The Chief may extend the probationary period for an additional six (6) month period after providing written notice to the Union and the affected Sergeant with a brief explanation of the reason for the extension. During the probationary period, employees shall be entitled to all benefits (except where specifically stated) provided for in this Labor Agreement except that any discipline and termination shall be at the sole discretion of the Village and shall not be subject to the grievance procedure set forth in this Agreement. There shall be no seniority among probationary Sergeants. Upon successful completion of the probationary period, a Sergeant shall acquire seniority, which shall be retroactive to the individuals’ last date of hire with the Village in the position covered by this Labor Agreement.

Section 1.4 New Sergeants

The Village agrees to notify the Union of the hiring or promotion of all new sworn Police Sergeants, whose job classifications are covered by this Labor Agreement within ten (10) working days of the date of promotion to the position of Sergeant.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1 Equal Employment Opportunity

The Village will continue to provide equal employment opportunity for all Sergeants covered by the terms of this Labor Agreement.

Section 2.2 Non-Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or mental disability as defined by the Americans with Disabilities Act or other legally protected categories. Complaints or charges of discrimination under Article 2 shall not be subject to the grievance and arbitration Article of this Labor Agreement.

Section 2.3 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3 DUES DEDUCTION. FAIR SHARE & INDEMNIFICATION

Section 3.1 Dues Check Off

The Village shall deduct Union dues from the salary of each employee covered by this Labor Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing, Appendix A Dues Authorization by the member. Union dues shall be deducted from the salaries of employees and transmitted to the Illinois FOP Labor Council at 974 Clocktower Drive, Springfield, IL 62704-1304 within thirty (30) days after the deductions have been made.

Section 3.2 Fair-Share

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union dues deducted from the covered member's salary, the Union shall provide the Village with written notice to regularly deduct a fair-share fee from the salary of such employee and to transmit this fair share fee to the Union. The Union will provide the Village with such notice within thirty (30) calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair-Share fee will be established by the Union under the terms and conditions of legislation governing the fair share alternative and the

established fee shall not exceed the amount of regular Union dues paid by members of the Union.

Section 3.3 Indemnification

The Illinois Fraternal order of Police, Labor Council agrees to indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Village's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

Section 3.4 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Sworn Lake Bluff Police Sergeants as Stewards of the unit. The names of these two (2) Stewards shall be provided to the Lake Bluff Chief of Police or designee immediately upon the conclusion of the negotiation of this Labor Agreement. Any subsequent changes in the names of these unit Stewards shall also be provided to the Chief of Police or designee in writing as such changes occur. Stewards shall not conduct Union business during regular working hours except with the permission of the Chief of Police or designee.

Also, the Village recognizes the right of the Union to send Labor Council representatives to the police department, for purposes for the administration, investigations and processing provisions of the Labor Agreement. Attendance will be subject to reasonable prior notice and approval of the Chief (or designee in his absence), which approval will not be unreasonably withheld or denied. Such visits shall not interfere with normal police department functions or any necessary police activities.

The Village shall grant a reasonable amount of paid release time for up to two (2) Union members to participate in contract negotiations at agreed upon joint meetings scheduled during the employee's normal working hours, provided it does not interfere with normal police department duties. Any pay under this Section shall only be provided in the event the Union member was regularly scheduled to work during the agreed upon times of the contract negotiations. Upon request, the Village agrees to provide the Union with employee information in accordance with Public Act 94-472, or as amended.

ARTICLE 4 NO STRIKE - NO LOCKOUT

Section 4.1 No Strike

Neither the Union nor any Sergeants or agents of Sergeants covered by this Labor Agreement will initiate, encourage, authorize, engage in, ratify, or condone any strike, sympathy strike, slowdown, or withholding of services or any other job action or any other intentional interruption or disruption of the operations of the Village regardless of reason for so doing. Any and/or all Sergeants who violate any of the provisions of this Article may be discharged or otherwise

disciplined by the Village. Each Sergeant who holds the position of Sergeant or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Labor Agreement and to direct them to return to work.

Section 4.2 No Lockout

During the term of this Labor Agreement, the Village will not instigate a lock out of any Sergeants during the term of this Labor Agreement over a labor dispute with the Council.

Section 4.3 Penalty

The only matter that may be made the subject of a grievance and arbitration procedure concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the Sergeant actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4.4 Judicial Restraint

Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 5 EMPLOYEE RIGHTS

Section 5.1 Public Information

The Employer agrees to comply with the applicable statutes or Acts governing public information.

Section 5.2 Observance of Statutory Requirements

The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.) in conducting an interrogation of a covered member during a formal investigation of the covered member's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the covered member's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 et seq.), as construed by the Illinois State Labor Relations Board, regarding the right of a covered member to have Labor Council representation during an investigatory interview.

ARTICLE 6 EMPLOYEE SECURITY

Section 6.1 Just Cause Standard

No non-probationary employee covered by the terms of this Labor Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 6.2 Fire and Police Commission

Any documented reprimands, suspensions, proposed terminations or other disciplinary actions brought by the Village, Police Chief or designee against any Sergeant covered by this Labor Agreement, shall not be considered valid unless the accused Sergeant or Sergeants and the Union have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Nothing will preclude either party from presenting additional witnesses if new information is presented. The parties recognize that the Fire and Police Commission of the Village has certain statutory authority over members covered by this Labor Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Labor Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, except that the parties have negotiated an alternative procedure based upon Article 11 Dispute Resolution and Grievance Procedure of this Labor Agreement and as expressed in this Labor Agreement per Article 11, with respect to the imposing of disciplinary action, appeal and/or review of disciplinary actions shall be in lieu of the Fire and Police Commission, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Fire and Police Commission to review, implement discipline or conduct an appeal of disciplinary actions imposed. The parties to the Labor Agreement have agreed the Chief of Police shall have the sole authority to **impose** disciplinary action up to and including termination for a non-probationary covered member for just cause and will not file charges with the Fire and Police Commission. Neither the Police Chief nor the Village, or their agents will file charges asking the Fire and Police Commission to review or impose discipline on any covered member; instead all such discipline shall be imposed by the Chief of Police and appealed per Article 11 Dispute Resolution and Grievance Procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Labor Agreement. The parties agree the affected covered member may only appeal the disciplinary action imposed per Article 11 and no such appeal shall be available before the Fire and Police Commission.

Section 6.3 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Labor Agreement generally will be: Verbal Warning; Written Warning, with a copy to the employee's personnel file; Suspension and/or dismissal. Disciplinary action, up to and including termination of employment, shall be for just cause. It is understood that the Village may skip any step(s) in the progressive discipline sequence and even dismissal may result as the first step in the disciplinary procedure depending on factors such as the circumstances, the Sergeant's overall record, and severity of the offense. Upon request, any Lake Bluff police Sergeant covered by this Labor Agreement is entitled to Labor Council representation at any meeting or hearing called for the

specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to ask for a recess of the meeting for a reasonable period of time until Labor Council representation can be obtained before continuing with any such disciplinary meeting.

Section 6.4 Discipline and Dismissal

Suspension and/or dismissal of a sworn police Sergeant must be supported by just cause. Any Arbitrator shall have the authority to order restoration of employment, including full seniority rights, back wages, benefits and accruals of such and pension contributions by the Employer of a dismissed employee pursuant to this Section only if accompanied by a finding of a violation of the employee's substantive rights or other applicable obligations in the Labor Agreement. The Arbitrator and or any legal tribunal in such cases shall reduce any back pay award by any amount earned by the employee during the period the employee was not working for the Village and by any unemployment or other compensation payments earned or received during such period, except for any employee paid loss of income protection policy or benefit plan or legal defense program.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

At the request of either party, the Union and the Chief of Police or designee shall meet to discuss matters of mutual concern that do not involve grievances being processed under the Grievance Procedure or negotiations for the purpose of altering the terms of this Labor Agreement. The party requesting the meeting shall submit a written agenda of the items it wishes to be discussed as least seven (7) regular Village business working days prior to the date of the meeting.

ARTICLE 8 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Labor Agreement, the Labor Council recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the Employer, and these rights shall be liberally construed. Specifically, but without limiting the generality of the foregoing, it is understood and agreed that this Labor Agreement does not affect and shall not be deemed or construed to impair the Employer's right, in its sole discretion and judgment, to do the following on a unilateral basis:

- a. To determine, control, regulate and direct matters of inherent managerial policy;
- b. To supervise and direct the working forces;
- c. To determine the functions of the Police Department and its mission;
- d. To determine the nature and extent of service offered to the public by the Employer;
- e. To determine, plan, direct and control the Employer's overall budget;
- f. To determine the Employer's organizational structure;

- g. To select new employees, and establish examination techniques and eligibility requirements;
- h. To assign, reassign, schedule or alter the assignments issued to the working force or any individual therein;
- i. To plan, direct, schedule, control and determine the operations or services to be conducted by Sergeants of the Employer and to change them from time to time;
- j. To hire, promote, demote, suspend, recall, discipline, or discharge non-probationary employees for just cause;
- k. To hire, promote, demote, suspend, recall, discipline or discharge probationary employees for any or no reason;
- l. To train employees and select employees for training opportunities;
- m. To change or eliminate existing methods, equipment or facilities or introduce new ones;
- n. To make, alter, modify, eliminate, and enforce reasonable rules, regulations, including those known as the Village of Lake Bluff Rules and Regulations for the Police Department, policies, procedures, special orders and operating reasonable directives governing matters including, without limitation, performance, safety, quality, and other behavioral guidelines governing Sergeants;
- o. To determine the nature, extent, duration, character and method of operation including the right to contract out or subcontract;
- p. To assign and/or schedule overtime assignments;
- q. To determine the quality and quantity of work required to be performed by the employees to ensure maximum mobility, flexibility and efficiency of operations;
- r. To determine the methods, means, organization and number of personnel by which such operations and services shall be made or provided; and,
- s. To establish performance standards and evaluate employees.

ARTICLE 9 SENIORITY

Section 9.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn Sergeant in the Lake Bluff Police Department. Leaves exceeding ninety (90) days shall be deducted from the total accumulated date of full-time service in determining seniority, except leaves resulting from military duty or duty-related injuries or unless otherwise stated to the contrary in this Labor Agreement. Seniority for the benefits and accrual of benefits shall be based on years of continuous employment with the Village of Lake

Bluff. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Lake Bluff Police and Fire Commission's promotional list, with the Sergeant higher on the list being more senior.

Section 9.2 Loss of Seniority

An employee will lose his seniority when:

- a. The employee resigns, retires or quits;
- b. The employee is discharged (for just cause for a Sergeant who has successfully completed the probationary period) and such is not overturned by an Arbitrator;
- c. The employee fails to report to work within five (5) calendar days after the conclusion of an authorized leave of absence or vacation;
- d. The employee fails to notify the Chief of Police or his authorized designee of his intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after being sent notice of recall;
- e. The employee is laid off and fails to report to work within fourteen (14) days after having been recalled;
- f. The employee is laid off for a period in excess of eighteen (18) months;
- g. The employee does not perform work for the Village (except for military service, disability pension, or a layoff where the Sergeant has recall rights, or an established work related injury compensated under workers' compensation for a period in excess of twelve (12) months.
- h. The Employer agrees that the covered member may present documentation to support the failure to comply with sub-sections: (c)-(d) and (e) if the Employer implements disciplinary action. Such documentation, if any, must be submitted within forty eight (48 hours) of Employer's request to be considered.

ARTICLE 10 LAYOFF AND RECALL

Section 10.1 Layoff

The Village, in its sole discretion, shall determine when and whether layoffs are necessary. If it is determined that layoffs are necessary, Sergeants covered by this Labor Agreement will be laid off in accordance with their length of service as a sworn officer with the Department as provided by the Illinois Statute, 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least ten (10) business days' written notification (email is fine) to the Union.

Section 10.2 Recall

Sergeants who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Sergeants who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Sergeants who are eligible for recall shall be given a minimum of fourteen (14) days' notice of recall and notice of recall shall be sent to the Sergeant by certified or registered mail with a copy to the Union, provided that the Sergeant must notify the Chief of Police or designee of his/her intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after receiving notice of recall. Such notification of intention to return to work shall be done in writing. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Sergeant, it being the obligation and responsibility of the Sergeant to provide the Chief of Police or authorized designee with his/her current mailing address. A Sergeant who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

ARTICLE 11 RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1 Definition

A "grievance" is defined as a dispute raised by a Sergeant and/or the Union against the Village involving an alleged violation of an express provision of this Labor Agreement. The parties recognize that the Lake Bluff Police and Fire Commission has and retains certain statutory authority over employees covered by this Labor Agreement, except as denoted in Article 6. Such authority shall not contradict the terms of this Labor Agreement. A reprimand may be grieved, but is not subject to arbitration.

Section 11.2 Representation

The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance procedure.

Section 11.3 Procedure

STEP 1: Any Sergeant who has a grievance or the Labor Council shall submit the grievance, Appendix B in writing to the Deputy Chief of Police (or designee). The grievance, (Appendix B) shall contain a statement of the facts, the provision or provisions of this Labor Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the Sergeant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

The Deputy Chief of Police (or designee) shall render a written response to the grievance within seven (7) business days after the grievance is presented to the Labor Council and grievant.

STEP 2: If the grievance is not settled at Step 1 and the Sergeant or Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be submitted in writing to the Chief of Police within seven (7) business days after receipt of the Deputy Chief of Police written response at Step 1 or the time limited to provide the written response.

The grievance shall specifically state the basis upon which the grievant and/or Labor Council believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police, or designee, will review the grievance and may offer to discuss the grievance within seven (7) business days with the grievant and an authorized representative of the Union at a time and place mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police or designee shall provide a written response to the grievant and the Union within seven (7) business days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the Sergeant or Union desires to appeal, it shall be referred by the Sergeant or Union in writing to the Village Administrator within seven (7) business days after receipt of the Chief of Police response at Step 2. Thereafter the Village Administrator or his designee or other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within seven (7) business days of receipt of the Sergeant or Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or designee shall submit a written response to the grievant and the Union within seven (7) business days following the meeting.

Section 11.4 Arbitration

If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance to arbitration, as described below, within seven (7) business days of receipt of the Village Administrator's written response as provided to the Labor Council as Step 3 or the time limit to provide the written response.

The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of the notice of referral. In the event that the parties are unable to agree upon the arbitrator within the said seven (7) business days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. A coin toss will determine the first strike and then the parties will alternate strikes. The person remaining shall be the arbitrator. The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. The Union and the Village shall have the right to request the arbitrator to require the presence of witnesses or documents. The Union and the Village retain the right to employ legal counsel. The arbitrator shall submit a decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing. The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be divided equally between the Village and the Union; provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 11.5 Authority Limitations of the Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from or change in any way the provisions of this Labor Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Labor Agreement, as well as determine an appropriate award, if any. Any decision of award of the Arbitrator rendered within the limitations of this Article 11 shall be final and binding upon the Village, the Union and the Sergeants covered by this Labor Agreement.

Section 11.6 Time Limit

If the grievance is not presented by the Sergeant or the Labor Council within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any specifically agreed extension thereof, it shall be considered “waived.” If the response is not timely provided within the specific time limits, the aggrieved Sergeant or Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual written agreement, (Appendix C) extend any of the time limits set forth in this Article 11.

ARTICLE 12 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

ARTICLE 13 WAGES AND OTHER COMPENSATION

Section 13.1 Wages

		1-May-13	1-May-14	1-May-15	1-May-16
Step			2.50%	2.50%	2.50%
1	Start	\$88,688	\$90,905	\$93,178	\$95,507
2	After 1 Year:	\$90,248	\$92,504	\$94,817	\$97,187
3	After 2 Years:	\$92,280	\$94,587	\$96,952	\$99,375
4	After 3 Years:	\$94,587	\$96,952	\$99,375	\$101,860
5	After 4 Years:	\$97,412	\$99,847	\$102,343	\$104,902

Section 13.2 Jury Duty

A Sergeant whose service on a jury causes the loss of a regularly scheduled work day shall receive up to eight (8) hours pay for each work day time lost. However, for a Sergeant to receive pay or reimbursement, the Sergeant must turn over all compensation received for jury duty. The Sergeant must present a pay voucher from the Clerk of the Court or other appropriate official stating the full amount of jury duty remuneration.

Section 13.3 Mileage Allowance

The Village shall normally make available to any Sergeant engaged in Village business a Village owned vehicle. However, where circumstances require, the Chief of Police may authorize a Sergeant utilize a privately owned vehicle for Village business, and the Village will reimburse the Sergeant the then-current IRS approved rate per mile of actual use. Officers will be eligible for travel time only if the assigned Village business is more than thirty (30) miles from the Public Safety Building.

Section 13.4 Tuition Reimbursement

General Order 97-04-17 shall be included by reference as it existed on May 1, 2003.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1 Purpose of Article

This Article sets forth the normal work cycle and establishes the basis for calculating overtime payments. Nothing in this Article or Agreement shall be construed or misconstrued as a guarantee of hours of work per day, per week, or per work cycle.

Section 14.2 Normal Work Cycle

The normal work cycle for Sergeants covered by this Labor Agreement shall be fourteen (14) days consisting of ten (10) shifts of eight (8) hours. Current paid lunch and break practices shall remain in effect.

Section 14.3 Changes in Normal Work Cycle

Should it be necessary for legitimate operational needs for the Chief of Police to establish a schedule departing from the current practices, the Police Chief will give, if practicable, seventy-two (72) hours of advance notice of such change to all Sergeants affected by such change. Sergeants will rotate on an annual basis. The rotational order shall proceed in a forward manner, i.e., from day shift to afternoon shift to midnight shift. However, Sergeants will be allowed to trade shifts among themselves even if this results in a Sergeant working the same shift assignment as the previous year(s). Shift assignments, once made, will remain in effect; provided however that the Department has the right and obligation to adjust shifts on the basis of skills (i.e. Major Crimes, NIPAS), the Chief or designee, consistent with this right and obligation, shall be entitled to re-assign shifts in inverse seniority. Bumping which occurs as a result of the assignment by the Chief of Police or probationary Sergeants will be in inverse seniority order. For the purposes of implementation, the Sergeants will remain on their current shift and the rotational process will begin as of January 1, 2016.

The Union and Sergeants recognize that circumstances change from time to time during the term of Labor Agreement that give rise to a need to change hours of work or other working conditions due to the small size of the unit. If this occurs, the Chief of Police or designee will provide advance notice to the Union, except in the event of emergency or unanticipated business need of the Police Department or Village. The Village agrees to give a thirty (30) day notification to the

Union of any non-temporary changes in scheduling and the Village agrees to reopen and negotiate the impact that would be affected by this change in scheduling.

Section 14.4 Overtime Pay

Sergeants shall be paid at one and one-half (1+1/2) times their normal straight time hourly rate for all hours compensated in excess of the normal eight (8) hour day in the Sergeant's normal fourteen (14) day work cycle rounded to the nearest completed fifteen (15) minute segments with a minimum of fifteen (15) minutes if under fifteen (15) minutes are completed.

Section 14.5 Court Time

When Sergeants are required to attend court on behalf of the Village outside a Sergeant's normal workday, the Sergeant shall be paid for actual time spent for court with a minimum of three (3) hours pay.

Section 14.6 Call Back or Call-In Pay

Sergeants who are hired to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of two (2) hours' pay. The term "call back" or "call-in" shall not include an employee being contacted by telephone or situations where employees are ordered in to correct their own mistakes or clarify unrecognizable transcripts.

Section 14.7 Shift Trades

A shift trade may be permitted if a voluntary request for such a trade is submitted and approved by the Chief of Police or designee.

Section 14.8 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE 15 HOLIDAYS AND PERSONAL DAYS

Section 15.1 Holidays

Sergeants covered by this Labor Agreement shall receive eight (8) days off per calendar year, said days off to be scheduled under normal circumstances based upon the Sergeant's request and with the approval of the Chief of Police or designee. Holidays may not be requested on days that would result in insufficient manpower to cover the shift. In order to be eligible to receive pay for any of the eight (8) scheduled days off the Sergeant must work their full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Chief of Police or designee. Those days shall be made available for request at the beginning of the calendar year. Employees shall be given the opportunity to request these days prior to the beginning of the calendar year, but at a minimum of five (5) days in advance.

Such requests shall not be unreasonably denied, however requests may be denied or cancelled if another Sergeant selects vacation time on a date a holiday/personal day has been selected resulting in insufficient manpower.

For purposes of this Section, Sergeants who work on Memorial Day, Thanksgiving Day, and Christmas Day shall be paid time and one-half (1+1/2) for all hours worked. For purposes of the foregoing holiday pay provisions, if a majority of the hours of a shift fall on the holiday (12 midnight through 11:59 PM), the entire shift shall be considered as falling on the holiday for holiday pay purposes. If however, less than a majority of the hours of a shift do not fall on the holiday, the entire shift shall be considered as not falling on the holiday.

Section 15.2 Personal Days

In addition to the above eight (8) holidays, Sergeants shall also receive four (4) personal days per fiscal year. A personal day may not be taken consecutively with another holiday or vacation time without the approval of the Chief of Police or designee (such approval will not be unreasonably denied).

ARTICLE 16 VACATION

Section 16.1 Vacation Eligibility

Every Sergeant shall be eligible to use vacation time after the completion of twelve (12) months of employment with the Village. Sergeants shall start to earn vacation allowances as of the date of employment with the Village. Vacation allowance shall be earned per pay period based on the following schedule:

Length of Continuous Service	Working Days of Vacation Per Year
One (1) to Completion of Fourth (4th) Year	10 Days
Five (5) to Completion of Ninth (9th) Year	15 Days
Ten (10) Years to Completion of fourteenth (15) Year	20 Days

The calendar year will be divided into two (2) separate periods. January, February, and March being the first period. The second period will be April through December. Requests for vacation during the First period is not subject to seniority and is open on a first come first served basis to all Sergeants provided the proper request form has been submitted. Vacations will be limited to a maximum of two (2) weeks per request during the year. No more than one (1) Sergeant may be on vacation at the same time, regardless of shift, and no Sergeant may be on vacation during the week of July 4, unless approved by the Chief or designee. For the period of January through March, vacations will be chosen on a first come/first served basis. No seniority and no “bumping” will be permitted during this period. By November 1, of each year, the Village shall post a vacation bid list which shall remain posted until December 15 of each year. Sergeants may not take any part of the same period for time for vacation as they took the previous year as first pick, unless no other Sergeants pick that time. After all employees have made initial selections, the second round selections, also by seniority will be made. A second round selection cannot take priority over another employee’s first round selection. After the second requests have been submitted, any Sergeants who have remaining accumulated vacation time may submit

an additional vacation request as long as it does not affect the minimum staffing requirements. This request is not subject to seniority.

Section 16.2 Vacation Week

Vacation shall be paid on a forty (40) hour basis per week at the rate of the Sergeant's regular straight-time hourly rate of pay in effect for the Sergeant's regular job classification on the payday immediately preceding the Sergeant's vacation.

Section 16.3 Vacation Scheduling

Vacations shall be scheduled at times requested by the Sergeants consistent with the operational needs of the Department.

Section 16.4 Limitation on Accumulation of Annual Vacation

Sergeants are not permitted to accrue/carryover more vacation time than they earn in one (1) year plus ten (10) days without written approval by the Chief of Police and the Village Administrator.

ARTICLE 17 ABSENCE FROM DUTY

Section 17.1 Paid Sick Time

All full-time Sergeants are eligible for paid sick time benefits at a rate of one (1) work day of each month of continuous service, or 3.69 hours every two (2) weeks or pay period. Sick leave will be allowed for illness or injury to the employee or the employee's "immediate family" as defined in the Family and Medical Leave Act. A doctor's note shall be required when utilizing sick leave of more than three (3) consecutive work days.

- a. Should paid sick time benefits be exhausted in the case of a prolonged personal illness, a Sergeant may utilize accrued vacation pay leave time in lieu of unpaid sick leave if covered member so requests.
- b. On separation from the Village in good standing, an employee having a minimum of sixty (60) days and not more than one hundred-nineteen (119) days of accrued sick leave, shall receive compensation equal to twenty percent (20%) of all days accrued at covered members current hourly rate. An employee having a minimum of one hundred-twenty (120) days of accrued sick leave shall receive compensation equal to forty percent (40%) of all days accrued at his/her covered members current hourly rate. An employee having less than sixty (60) days of accrued sick leave will not receive compensation for those days upon separation of employment. Employees who leave the Village's employ as a result of disciplinary action do not qualify for accrued sick leave payments.

Section 17.2 Military Leave

The Village and the Union will abide by applicable statutes or Executives Orders related to military leave.

Section 17.3 Unpaid Leave of Absence

A Sergeant must inform the Chief of Police of his intention to request an unpaid leave of absence for off-the-job injuries or for other reasons. An off-the-job injury leave or other unpaid leave of absence may however only be granted by the Village Administrator at the Village's sole discretion. The terms and conditions of such a leave shall be on a case-by-case basis provided the provisions do not violate the terms and conditions of this Labor Agreement or applicable State Statutes. Sergeants returning from off-the-job injury leaves must present medical documentation, signed by the attending physician, certifying the Sergeants' fitness for duty. Returning Sergeants will be given their same or substantially equivalent job for which they are qualified if there is an appropriate vacancy. If a vacancy does not exist at that time, they may be continued on leave and will be offered the first appropriate vacancy for which they are qualified. Those returning from an off-the-job injury leave will not be entitled to a shift preference. Failure to return to work on the date specified in the leave may be cause for discharge.

Section 17.4 Injury Leave

Nothing in this Labor Agreement shall be construed to preclude the applicability of the Public Employee Disability Act as set forth in 5 ILCS 345/1 et seq., but said Act shall be incorporated herein by reference.

Section 17.5 Light Duty Assignments

Sergeants who are injured, disabled or ill arising out of circumstances related to a duty or off duty occurrences may be assigned to light-duty work if the Sergeant receives a medical release from his registered health care provider to perform such assignment, subject to the Village's sole discretion. The parties agree to the "Modified Duty Program Policy" as stated in the Village of Lake Bluff Personnel Policies and Procedures, including any revisions thereto which are adopted from time to time.

Section 17.6 Bereavement Leave

The Village agrees to provide employees a leave of absence without loss of pay or benefits, as a result of a death in the employee's family. Such leave shall be for a period of up to three (3) days. For purposes of this Section, family shall be defined as: Parents, Grandparents, Spouse or civil union partner, Children (including "step" or "adopted"), Brothers, Sisters, Grandchildren, Mother-in-Law, Father-in-Law, Brothers-in-Law, and Sisters-in-Law.

ARTICLE 18 HOSPITAL, MEDICAL, SURGICAL, MAJOR MEDICAL, DENTAL AND LIFE INSURANCE

Section 18.1 Medical Insurance

The hospitalization, medical, surgical, major medical, and dental insurance programs which are in effect for Village employees shall be continued during the term of this Labor Agreement, provided, however, the Village retains the right to change insurance carriers or to self-insure as it deems appropriate so long as the coverage and benefits are substantially similar to those which predated this Labor Agreement.

Section 18.2 Life Insurance

Full-time Sergeants will be provided with life insurance coverage and accidental death and dismemberment coverage under the terms of the current group life insurance program in force, provided, however, the Village retains the right to change carriers as it deems appropriate. The Village will assume the full cost of the Sergeant's life insurance coverage from the date of eligibility onward. Life insurance ceases with termination of employment with the Village except as otherwise provided by law. The specific aspects of the life insurance coverage are contained in the respective carrier's group insurance certificate.

Section 18.3 Cost Containment

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the level of insurance benefits remains substantially the same. The Village will not increase the employee share of the deductibles (routine & hospital/surgical) or the co-insurance percentages from those in effect pursuant to the insurance contract in effect as of the time of ratification; however the Village will pay a minimum of eight-six percent (86%) of the premium for employee and applicable family coverage. The employee will pay the remaining premium for the life of this contract. Premium contributions will continue to be deducted on a pre-tax basis.

Section 18.4 Opt-Out Option

For a period of thirty (30) days prior to the start of the plan year, each bargaining unit employee, upon proof of applicable insurance by another carrier, shall have the option to elect not to receive the health and dental insurance offered by the Village. Such election will be effective for a period of twelve (12) months (pro-rated if employee works partial year). Any employee who is eligible for any applicable family coverage and elects not to receive coverage for them self and family shall receive a payment of \$1,000. Any employee who is eligible for only single coverage and elects not to be covered shall receive a payment of \$700. Such payments shall be made in two (2) equal installments, at the start of the plan year and the other six (6) months thereafter. If an employee does not exercise the right to elect whether or not to be covered or to receive family coverage during the thirty (30) days prior to the start of the plan year, his prior election will continue to be in effect for a period of an additional twelve (12) months. An employee who has elected not to be covered and/or not to receive family coverage shall have the right to change this election during the applicable twelve (12) month period only upon proof of a change of other insurance coverage for self or family as required by law.

Section 18.5 Terms of the Policy to Govern

The extent of coverage under the insurance policies referred to in Sections 18.1 and 18.2 shall be governed by the terms and conditions set forth in said policies. Any questioning concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Labor Agreement; provided, however, any Sergeant who has a question concerning coverage may present it to the Village Administrator or designee who shall make appropriate inquiry and advise the Sergeant of the status of the matter.

Section 18.6 Funeral Expense

The Village agrees to defray all reasonable funeral and burial expenses of any Sergeant killed in the line of duty.

Section 18.7 Flexible Benefit Plan or Health Savings Account Plan

The Village will continue to provide a flexible benefit plan or a Health Savings Account Plan to each bargaining unit employee at the same level of benefits and under the same terms and conditions as provided to other Village employees.

ARTICLE 19 GENERAL PROVISIONS

Section 19.1 Outside or Secondary Employment

No officer of the Village shall be employed in other occupations, business ventures or other activity considered as secondary full-time or part-time type employment without the knowledge and specific written request and approval of the Chief of Police and the Village Administrator. Secondary employment does not include special details arranged through the Department, or service in the Armed Forces of the United States, or the National Guard of any state. However, such employment shall not be acceptable, if any of the following conditions apply or develop:

- (a) where the nature or place of employment might bring disfavor on the Department or the Village;
- (b) where the secondary employment would involve the employee's appearance in Village uniform, involve use of Village equipment, or in any manner be considered as a conflict of interest with the officer's municipal position;
- (c) where an employee appears to be using his position to influence his secondary employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village of Lake Bluff. All officers are subject to call at any time for emergencies, special assignment, or overtime duty and no secondary or other employment may infringe on this obligation. All employees seeking to work secondary employment shall submit a Secondary Employment Request form (Appendix D) and shall first obtain the signed Secondary Employment Indemnity Agreement contained in Appendix E.

Section 19.2 Inspection of Personnel Files

The Village agrees to abide by the Review of Personnel Records Act, 820 ILCS 40/1.

Section 19.3 Residency Requirement

Although highly desirable, Sergeants are not required to maintain residence within the Village limits. Sergeants shall reside within thirty (30) driving miles of the Lake Bluff Police Station.

Section 19.4 Medical Examinations

If there is a reasonable basis for concern regarding a Sergeant's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense that the Sergeant have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 19.5 Uniforms

The Village agrees to supply police uniforms and equipment in accordance with existing practices and then applicable standard operating procedures.

Section 19.6 Inoculation and Immunization

The Village agrees to pay all expenses for inoculation or immunization shots for the Sergeant as a result of said Sergeant's exposure to contagious diseases where the said Sergeant has been exposed to said disease in the line of duty. If in a physician's opinion, the members of the family are required to have such shots, the Village agrees to assume the cost of the shots, provided proper medical documentation is submitted to the Village.

Section 19.7 Drug and Alcohol Abuse Policy

The Parties agree to the Drug and Alcohol Abuse policy as stated in the Village of Lake Bluff Personnel Policies and Procedures June 2013, a copy of which is attached hereto as Appendix F.

Section 19.8 Union Unit Stewards

For the purposes of administering and enforcing the provisions of this Labor Agreement, the Village agrees as follows: In order to assist the Village with compliance with this Article, the Labor Council shall provide the Chief of Police with a list of names of the Unit Stewards within a reasonable time following election or appointment of such Stewards, or any changes to the list. The names of employees selected as Unit Stewards who may represent employees, with the Labor Council at each Step of the grievance procedure shall be certified in writing to the Village by the Union.

Section 19.9 Deferred Compensation Plan

Sergeants will have the option of taking part in the Village's 457 deferred compensation program to the extent that such program is offered to other Village employees. The Sergeants will follow the same guidelines as other Village employees.

Section 19.10 Personal Use of Village Property

Sergeants shall not use any Village property for their own personal use. Provided however, with the prior approval of the Chief of Police or designee, Union representatives may use Village copy and fax machines. Such use shall not take precedence over Village needs.

Section 19.11 Clothing Expense Reimbursement

When a Sergeant's personal clothing becomes damaged while performing official duties, the Sergeant shall be reimbursed for reasonable replacement, repair or cleaning of the clothing or damages, as applicable.

Section 19.12 Bulletin Board

A Union bulletin board of reasonable size shall be available for use in the Sergeant's office of the police department or as otherwise agreeable to the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate Sergeant or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are endorsements of candidates for political office (other than offices of the Union). Any posting may be removed if it is not posted by Labor Council and related to Union business.

Section 19.13 Safety Issues

- a. The Village and the Sergeants shall take reasonable steps to provide for safe, properly maintained and functioning equipment that is in daily use by the Sergeants covered in this Labor Agreement. Any report or recommendation which may be prepared by the Labor Council, or designee(s) of the Chief of Police as a direct result of any such meeting will be in writing and copies submitted to the Chief of Police and the representatives of the Labor Council.
- b. Defective Equipment: No Employee shall be required to use any equipment that has been designated by both the Labor Council, and the Village as being defective because of a disabling condition. When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

Section 19.14 Examination of Records

The Labor Council or a representative shall have the right to examine time sheets and other records or copies thereof, pertaining to a specific grievance arising after the effective date of this Labor Agreement at reasonable times, with reasonable advance notice at the normal place of business for such records during normal business hours and with the Sergeant's consent.

ARTICLE 20 ENTIRE AGREEMENT

This Labor Agreement constitutes the complete and entire Agreement between the parties. This Labor Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Labor Agreement. The parties acknowledge that during the negotiations which resulted in this Labor Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on

any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Labor Agreement.

ARTICLE 21 SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Labor Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or by Executive Order or other competent authority, the remaining parts or portions of this Labor Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over substitute provisions for those parts or portions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 22 DURATION OF AGREEMENT

This Labor Agreement shall be effective the 1st day of May 2014 and shall remain in full force and effect until midnight on the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Labor Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Administrator in the case of the Village and to the Fraternal Order of Police, Labor Council, in which case the date of notice shall be written on the document as of the date of receipt. Notwithstanding any provision of this Article or Agreement to the contrary, this Labor Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a successor Labor Agreement or part thereof between the parties.

For the Village of Lake Bluff:

For the Illinois FOP, Labor Council:

Kathleen O’Hara Date

Kevin S. Krug Date
Northern Field Supervisor

Aaron Towle Date
Village Clerk

Robert Brezinski Date
Steward

Village Seal:

Matthew Smizinski Date
Steward

Erik Gehrke Date
Steward

APPENDIX A - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCKTOWER DRIVE

SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my Employer, the Village of Lake Bluff, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

STEP TWO

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature: FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employee Representative Signature Position

Person to Whom Response Given Date

STEP THREE

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature: FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employee Representative Signature Position

Person to Whom Response Given Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX C - AGREEMENT TO EXTEND TIME LIMITS

The Village of Lake Bluff and the Illinois Fraternal Order of Police, Labor Council by its authorized representative do hereby agree to extend the time limits for further processing the grievance commonly referred to as the _____ grievance. This grievance is currently at Step ____ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this agreement to extend the time limits. This form is also available for use in connection with the holding of a grievance meeting under the Agreement. For use in that connection, it is hereby agreed that the seven (7) calendars day period for holding the meeting is hereby extended to and including _____.

FOR THE EMPLOYER

DATE

FOR THE LABOR COUNCIL

DATE

APPENDIX D
SECONDARY EMPLOYMENT REQUEST

Officer: _____ Date: _____

Secondary Employer: _____ Address: _____

Telephone Number: _____

Days Per Week (Maximum): _____ Days Per Week (Minimum): _____

Supervisor Name: _____ Address: _____

Telephone Number: _____

Brief Description of Type of Work to Be Performed:

Approvals: _____ Date: _____

Chief of Police

Village Administrator

Basis for Denial:

Denial: _____ Date: _____

Chief of Police

Village Administrator

APPENDIX E
SECONDARY EMPLOYMENT INDEMNITY AGREEMENT

This Agreement, entered into this ____ day of _____, _____, by and between the Village of Lake Bluff (“Village”), _____, a Village of Lake Bluff Employee (“Employee”), and _____, with an address of _____ (“Secondary Employer”).

In consideration for Village of Lake Bluff’s permission to allow Employee of the Police Department to be employed in any capacity for Secondary Employer, it is hereby agreed:

Section One

Secondary Employer undertakes to indemnify defend and hold harmless against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney’s fees and against all liability, losses and damages of any nature whatever, that Village shall or may at any time be put to by reason of secondary employment of Employee.

Section Two

Secondary Employer agrees to defend Village against any claims brought or actions filed, against Secondary Employer or Employee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed with respect to the subject indemnity herein, Secondary Employer and Employee agree that Village may, with Secondary Employer or Employee’s insurance company’s approval, employ attorneys of its own selection to appear and defend the claim or action on behalf of Village, at the expense of Secondary Employer.

Section Three

Village agrees to notify Secondary Employer or Employee in writing, within 30 days, by registered mail, at Secondary Employer or Employee’s address as stated in this agreement, of any claim made against Village on the obligations indemnified against. Notification shall be effective on the date of mailing.

Section Four

Secondary Employer agrees to reimburse Village for any necessary expenses, attorney’s fees, or costs incurred in the enforcement of any part of this indemnity agreement.

Section Five

The Employee and Secondary Employer jointly and severally agree that at no time during or after the term of this Agreement shall either of them file any claim of any kind or nature against the Village under any circumstances arising from or in any way connected to the secondary employment of employee.

Section Six

Secondary Employer agrees to defend, indemnify and hold harmless Village for any injury, damage, liability of any nature or to the Secondary Employer, any person or entity, whatsoever, in event Employee is called out by the department in case of an emergency and required to leave their secondary employment.

Section Seven

There shall be no modification or change in the terms of this agreement without the written approval of Village. Cancellation of this agreement may only occur when Secondary Employer no longer employs Employee, and only written acceptance thereof by Village. Cancellation shall not relieve Secondary Employer from liability for claims, regardless of when made, resulting from occurrences, which took place during the period of this agreement.

In witness whereof, the parties have executed this agreement on _____, 20____.

Secondary Employer

City/Village Representative

Employee

APPENDIX F
DRUG AND ALCOHOL TESTING

Section 1. Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect the employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 2. Prohibition

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the Employee's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements);
- (c) being under the influence of alcohol or illegal drugs during the course of the work day or within a reasonable time prior to beginning the work day;
- (d) failing to report to their supervisor any known or adverse side effects of medication or prescription drugs which they are taking;
- (e) selling, distributing, dispensing, or transferring alcohol, illegal drugs, or prescription drugs and medications to any other employee or to any person while on duty or acting in an official capacity.

Section 3. Drug and Alcohol Testing Permitted

A. Reasonable Cause

- 1. Anyone in a supervisory position shall have the right to require any employee under their supervision to submit to drug or alcohol testing when reasonable suspicion exists that the employee is in violation of any of the provisions as set forth in this directive. The supervisory person will provide written notice to the employee of the order to submit to drug or alcohol testing. The order will be signed by the supervisory person requiring the test as well as a person of equal or higher level of authority within the same department or the Village Administrator, or in the Village Administrator's absence, the Human Resources Coordinator, and

will further state the specific facts and inferences leading to the reasonable suspicion to order to such test. The employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. The employee shall complete the test required by the supervisor within one (1) hour of issuance of the order. A supervisor shall provide transportation to the test.

2. Any employee suspected of drug or alcohol use as a result of reasonable evidence upon reporting to work, during the day, or upon completion of the employee's shift may be subjected to a reasonable cause urine drug or breath alcohol test in accordance with the provisions of the aforementioned paragraph. Refusal to submit to such screening will be considered grounds for immediate discipline up to, and including discharge.

B. Pre-employment/Promotion/Job Assignment Change

1. All job offers are contingent upon successfully passing a five-panel urine drug test and an alcohol drug test.
2. Any employee may be required to submit to drug or alcohol testing as a condition of the promotional process, or initial employment without the requirement of reasonable suspicion.

C. Duty-Related Post-Accident Testing

1. Post accident urine drug and breath alcohol testing will be required of those employees who are involved in an accident if the employee receives a citation for a moving traffic violation arising from the accident, the accident results in personal injury to the employee or others, or more than \$1,000 in property damage, or a supervisor observes one or more items as defined under reasonable cause suspicion.
2. The post-accident urine drug test shall be conducted as soon as possible but not later than 32 hours after a reportable or fatal accident. If the test is not administered the Village shall prepare and maintain on file a record stating the reasons the test was not promptly completed. If a breath alcohol test is not conducted within 2 hours, a record shall be prepared and retained stating why. If in 8 hours a test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. The

employee should not consume alcohol for at least 8 hours following an accident or until a breath alcohol test has been accomplished.

3. An employee who is seriously injured and cannot provide a specimen or breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining only those medical records and reports that would indicate if a controlled substance or alcohol was in the employee's system and the level present.
4. Failure of an employee to be readily available or refusal to give a urine sample or breath alcohol test when the employee has been involved in an accident covered under this directive, except for a driver in paragraph 3, shall be grounds for immediate discipline up to, and including discharge.

D. Return to Duty-testing

1. Prior to being eligible for return-to duty testing an employee may be required to be evaluated by a Substance Abuse Professional (SAP), who shall set up any assistance needed. When the employee has complied with all the recommendations of the SAP, the employee must request the results of the evaluation relating to compliance with recommendations as they relate to fitness for duty, and notification of release be given in writing to the Village's Human Resources Coordinator.
2. Any officer reinstated to active duty from a drug or alcohol related leave of absence in excess of 30 days will be required to submit to drug or alcohol testing without the requirement of reasonable suspicion within the 12 month period subsequent to reinstatement.

Section 4. Tests to be conducted

In conducting the testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

- (d) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- (e) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Village within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the Employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the forgoing standard shall not preclude the Village from attempting to show that test results between .05 and .08 demonstrate that the Employee was under the influence.
- (j) provide each Employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) insure that no Employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay

during the pendent of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5. Voluntary Requests for Assistance

The Village shall take no adverse employment action for drug or alcohol use against an Employee who voluntarily (prior to being requested to submitting to a test) seeks treatment, counseling or other support for an alcohol or drug related problem, prior to any request by the Village to submit to testing in accordance with this Article, other than the Village may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment, however employees may only avail themselves of this help once during the employee's tenure. The Village shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

An Employee who voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Village. The foregoing is conditioned upon:

- (a) the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the Employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the Employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) the Employee agrees to submit to random testing during hours of work during the period of "after-care."
- (e) the employees use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Village to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 6. Discipline

Employees who do not agree to or who do not act in accordance with the guidelines for voluntary requests for assistance, or Employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not voluntarily requested assistance, or Employees who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work after having complied with the guidelines for voluntary assistance shall be subject to discipline, up to and including discharge.

An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action which could include discharge.

Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen shall constitute cause for disciplinary action up to and including discharge.

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

Agenda Item: 17

Subject: AN ORDINANCE REAPPOINTING AN ALTERNATE DIRECTOR TO REPRESENT THE VILLAGE OF LAKE BLUFF ON THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY (First Reading, and if desired by the Village Board, Final Approval)

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

Originated By: CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Pursuant to an intergovernmental agreement that established the Central Lake County Joint Action Water Agency (Agency), the Village Board is required to appoint one Director and one Alternate Director to serve on the Agency's Board of Directors. Village President O'Hara currently serves as Director through April 30, 2017, and Trustee Dewart was appointed in June 2011 to serve as Alternate Director for the term expiring April 30, 2015. The attached ordinance reappoints Trustee Dewart to serve as Alternate Director through April 30, 2019.

As an additional update, please note that Village Engineer Jeff Hansen has assumed the position of Executive Committee Member with the Agency on behalf of the Village upon the retirement of former Village Engineer George Russell.

It is recommended the Village Board consider waiving second reading of the ordinance as the term for Alternate Director expired on April 30, 2015.

Reports and Documents Attached:

- Ordinance Appointing an Alternate Director to the Agency.

Village President's Recommendation: First Reading Approval and Consideration of Waiving Second Reading.

Village Administrator's Recommendation: First Reading Approval and Consideration of Waiving Second Reading.

Date Referred to Village Board

6/22/2015

ORDINANCE NO. 2015-

**AN ORDINANCE REAPPOINTING AN ALTERNATE DIRECTOR
TO REPRESENT THE VILLAGE OF LAKE BLUFF ON THE
CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY**

WHEREAS, the Village of Lake Bluff heretofore entered into an intergovernmental agreement, entitled the Central Lake County Joint Action Water Agency Agreement, as amended ("Agreement") with other units of local government for the purpose of establishing the Central Lake County Joint Action Water Agency ("Agency"); and,

WHEREAS, the Agency is governed by a Board of Directors consisting of one director from each of the Agency's member municipalities; and,

WHEREAS, Section 9 of the Agreement provides that each member municipality shall appoint one Director and one Alternate Director to the Agency's Board of Directors; and,

WHEREAS, Subsection 9(a) of the Agreement requires the Director and Alternate Director to be the Village President, an elected member of the corporate authority, or other elected official of the municipality; and,

WHEREAS, Pursuant to Ordinance #2013-14, Village President Kathleen O'Hara was appointed to serve as Director for a term through April 30, 2017, and pursuant to Ordinance #2011-13, Village Trustee Mark Dewart was appointed as Alternate Director for a term through April 30, 2015; and,

WHEREAS, the term of the Alternate Director has expired and the Village desires to renew the term of Village Trustee Mark Dewart as Alternate Director through April 30, 2019; and,

WHEREAS, Subsection 9(c) of the Agreement requires the appointment of the Village's Alternate Director to be through official action of the Village's corporate authorities.

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 hereby adopted as the findings of the corporate authorities of the Village.

Section 2. Reappointment of Alternate Director.

The corporate authorities of the Village hereby reappoints Mark Dewart, Village Trustee, as Alternate Director of the Agency, for a term through April 30, 2019, in accordance with the provisions of Section 9 of the Agreement.

Section 3. Conflicts.

In the event of any conflict between this Ordinance and any other Village ordinance or resolution concerning the appointment of the Alternate Director, this Ordinance shall control.

Section 4. Authorization and Direction to File Certified Copy.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Secretary of Central Lake County Joint Action Water Agency.

Section 5. Effective Date.

This Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this ___ day of June, 2015 by vote of the Board of Trustees of the Village of Lake Bluff as follows:

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this ____ day of June, 2015

Village President

ATTEST:

Village Clerk

FIRST READING:

SECOND READING:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM: