

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

Monday, May 9, 2016
7:00 P.M.
40 East Center Avenue
Village Hall Board Room

AGENDA

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF THE MINUTES OF THE APRIL 25, 2016 VILLAGE BOARD MEETING
4. NON-AGENDA ITEMS AND VISITORS

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

5. VILLAGE BOARD SETS THE ORDER OF THE MEETING

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

6. VILLAGE FINANCE REPORT

- a) Warrant Report for April 15-30, 2016 and May 1-15, 2016 and April 2016 Payroll Expenditures
- b) April 2016 Finance Report

7. VILLAGE ADMINISTRATOR'S REPORT

8. VILLAGE ATTORNEY'S REPORT

9. VILLAGE PRESIDENT'S REPORT

- a) Appointment of David Burns to the Joint Plan Commission and Zoning Board of Appeals

CONSENT AGENDA

10. ACCEPTANCE OF THE CORRESPONDENCE

Please note all correspondence was delivered to the Village Board of Trustees in the Informational Reports on April 22 and 29, 2016.

11. SECOND READING OF AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS CONCERNING RESIDENTIAL POOL HOUSES

12. SECOND READING OF AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE OPERATION OF A RESIDENTIAL POOL HOUSE THAT HAS HEAT, LIGHT, AND BATHING AND SHOWER FACILITIES

OTHER BUSINESS

13. A RESOLUTION APPROVING AN AMENDMENT TO THE VILLAGE ADMINISTRATOR'S EMPLOYMENT AGREEMENT
14. A RESOLUTION APPROVING AN AMENDMENT TO THE CHIEF OF POLICE'S EMPLOYMENT AGREEMENT
15. A RESOLUTION APPROVING AN AMENDMENT TO THE DEPUTY CHIEF OF POLICE'S EMPLOYMENT AGREEMENT
16. A RESOLUTION ADOPTING A REVISED EMPLOYEE HANDBOOK FOR THE VILLAGE OF LAKE BLUFF
17. A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. (East – West Transmission Main Replacement Project)
18. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT AND WAIVER OF COMPETITIVE BIDS TO COMPLETE THE PRODUCTION AND INSTALLATION OF NEW VILLAGE GATEWAY AND FACILITY SIGNAGE
19. A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF GRAYSLAKE, THE CITY OF HIGHLAND PARK, THE CITY OF HIGHWOOD, THE VILLAGE OF LAKE BLUFF, THE CITY OF LAKE FOREST, THE VILLAGE OF MORTON GROVE, AND THE VILLAGE OF NILES TO FORM A JOINT EMERGENCY TELEPHONE SYSTEM BOARD
20. AN ORDINANCE AMENDING CHAPTER 4 OF TITLE V OF THE LAKE BLUFF MUNICIPAL CODE REGARDING EMERGENCY TELEPHONE SYSTEM (9-1-1)
21. TRUSTEE'S REPORT
22. EXECUTIVE SESSION
23. CONSIDERATION OF THE MINUTES OF THE APRIL 25, 2016 EXECUTIVE SESSION MEETING
24. 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
APRIL 25, 2016**

DRAFT MINUTES

1. CALL TO ORDER AND ROLL CALL

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

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

2. PLEDGE OF ALLEGIANCE

President O'Hara led the Pledge of Allegiance.

3. AWARD AND PROCLAMATIONS

President O'Hara read the Proclamation declaring May 2016 as *National Historic Preservation Month*.

4. CONSIDERATION OF THE MINUTES

Trustee Ankenman moved to approve the April 11, 2016 Board of Trustees Regular Meeting Minutes as presented. Trustee Grenier seconded the motion. The motion passed on a unanimous voice vote.

5. NON-AGENDA ITEMS AND VISITORS

President O'Hara stated the Village President and Board of Trustees allocate fifteen minutes for those individuals who would like the opportunity to address the Village Board on any matter not listed on the

agenda. Each person addressing the Village Board of Trustees is asked to limit their comments to a maximum of five (5) minutes.

Ms. Robin McAfee (Resident) inquired of the process to volunteer and serve on the Village's advisory boards. President O'Hara stated residents must complete the advisory board/commission application available on the Village's website. Advisory Board appointees are made by the Village President with consent from the Board of Trustees.

6. VILLAGE BOARD SETS THE ORDER OF THE MEETING

There were no requests to change the order of the meeting.

7. ITEM #7A – WARRANT REPORT FOR APRIL 16-30, 2016

President O'Hara reported expenditure of Village funds for payment of invoices in the amount of \$148,019.95 for April 16-30, 2016.

As such, the total Expenditure for this period is in the amount of \$148,019.95.

As there were no comments from the Board, Trustee Josephitis moved to approve the Warrant Report. 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)

8. ITEM # 8A – VILLAGE ADMINISTRATOR'S REPORT

Village Administrator Irvin summarized the informational update regarding the conversion of paper documents into electronic files. Staff will coordinate disposal pursuant to State law, presuming there are no concerns. There were no objections from the Board.

Trustee Dewart moved to accept the report. Trustee Meyer seconded the motion. The motion passed on a unanimous voice vote.

9. ITEM #9 – VILLAGE ATTORNEY'S REPORT

Village Attorney Peter Friedman had no report.

10. ITEM #10 – VILLAGE PRESIDENT'S REPORT CONCERNING APPOINTMENTS TO VILLAGE ADVISORY BOARDS AND COMMISSIONS

President O'Hara reported 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 residents are recommended for reappointment:

Architectural Board of Review (2 year term):

Robert Hunter
Stephen Rappin
Carol Russ

Board of Fire & Police Commissioners (3 year term):	Craig Pierson
Historic Preservation Commission (4 year term):	Janie Jerch
Joint Plan Commission and Zoning Board of Appeals (3 year term):	Sam Badger Elliot Miller Gary Peters
Senior Resources Commission (2 year term):	James Blanda

In addition, the Village President also recommends reappointment of the following chairpersons and vice chairperson to one year terms:

- Architectural Board of Review Chair – Robert Hunter
- Historic Preservation Commission Chair – Janet Nelson
- Historic Preservation Commission Vice Chair – Robert Hunter
- Plan Commission and Zoning Board of Appeals Chair – Steven Kraus

Following a brief discussion, President O’Hara stated Michael Goldsberry has elected to resign, but will continue to serve on the Joint Plan Commission and Zoning Board of Appeals until a new member is appointed.

Trustee Christensen moved to approve the recommended appointments to the various Village advisory boards. Trustee Dewart seconded the motion. The motion passed on a unanimous voice vote.

11. ITEM #11 – ACCEPTANCE OF THE CORRESPONDENCE

President O’Hara introduced the correspondence from the Informational Reports on April 8 and 15, 2016.

Trustee Meyer moved to accept the correspondence as submitted. Trustee Josephitis seconded the motion. The motion passed on a unanimous voice vote.

12. ITEM #12 – A RESOLUTION APPROVING THE APPOINTMENT OF THE BUILDING COMMISSIONER AND DEPUTY BUILDING COMMISSIONERS

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. As such, it is recommended that R. Drew Irvin be reappointed as the Village’s Building Commissioner and Michael Croak and Jeff Hansen be reappointed as Deputy Building Commissioners for the Fiscal Year beginning May 1, 2016 and ending April 30, 2017.

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

13. ITEM #13 – A RESOLUTION PROCLAIMING MAY AS NATIONAL BIKE MONTH AND THE WEEK OF MAY 16-20, 2016, AS BIKE TO WORK WEEK

President O’Hara reported the League of American Bicyclists, in 1956, established National Bike Month as an opportunity to showcase the many benefits of bicycling and encourage more people to ride bicycles. The League of American Bicyclists, bicycle clubs, schools, park and recreation departments, police departments, hospitals, businesses and civic groups throughout the nation will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to using an automobile during the month of May. National Bike to Work Week 2016 will be held May 16th to May 20th. She further reported to promote bicycle safety and education, the Village of Lake Bluff encourages children, adult bicyclists and motorists to complete an interactive online learning quiz created by the League of Illinois Bicyclists found at *BikeSafetyQuiz.com*.

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

14. ITEM #14 – AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS CONCERNING RESIDENTIAL POOL HOUSES

President O’Hara reported on January 23, 2016 the Village received a zoning application from Mr. Edward Fiorentino, property owner of 611 Lansdowne Lane, requesting:

- A text amendment to the Zoning Code establishing residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village’s Residence Districts; and
- A Special Use Permit to maintain and operate a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane physical fitness facility at the Property.

She further reported the Property Owner is requesting this text amendment because the Village’s current zoning regulations do not allow accessory structures, such as a pool house, to have heat, light and shower facilities. The purpose of such a provision helps to control density by limiting the number of dwellings in residential districts to one per lot. This concept has been discussed internally by Village Staff as an amenity to allow changing into bathing wear, resting, and storage of swimming pool equipment, provided that it is not used for overnight stays, and Staff respectfully requests the Village adjoin the petition and serve as Co-Petitioner. As a result it has been the past practice of the Village Board to waive the zoning application fee of \$750.

In addition, President O’Hara reported at the conclusion of the public hearing on April 20th the PCZBA unanimously voted to recommend the Village Board approve: i) a text amendment to the Zoning Code establishing residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village’s Residence Districts; and ii) a Special Use Permit to maintain and operate a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane.

Trustee Meyer asked the Board to consider other types of accessory structures to have heat, light and shower facilities such as workshops or greenhouses.

In response to a question from Trustee Josephitis, Village Administrator Irvin stated accessory structures are subject to maximum gross floor area limitations pursuant to the Zoning Code. The objective of the existing regulation to not allow heat, light and shower facilities in accessory structures is to limit the

number of dwellings per zoning lot. The proposed text amendment would allow the same amenities as a principal structure and are specifically intended to not be used as an additional residence. This ordinance can be used as a tool for residents to acquire an SUP for accessory structures that have heat, light and bathing facilities.

In response to a question from Trustee Grenier, Village Administrator Irvin stated the PCZBA recommended this request for heat, light and bathing facilities for accessory structures require Village Board approval through the special use permit process.

As there were no further comments from the Board, Trustee Dewart moved to approve first reading of the ordinance. 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)

15. ITEM #15 – AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE OPERATION OF A RESIDENTIAL POOL HOUSE THAT HAS HEAT, LIGHT, AND BATHING AND SHOWER FACILITIES

President O’Hara stated this is an ordinance granting a special use permit to 611 Lansdowne Lane for the item previously discussed.

Following a discussion, the Board referred the matter of allowing heat, light and bathing facilities in other accessory structures to the PCZBA.

As there were no further comments from the Board, Trustee Grenier moved to approve first reading of the ordinance. Trustee Josephitis 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)

16. ITEM #16 – TRUSTEE’S REPORT

There was no Trustee’s report.

17. ITEM #17 – EXECUTIVE SESSION

At 7:27 p.m. Trustee Meyer moved to enter into Executive Session for the purpose of discussing Property Disposition (5 ILCS 120/2(c)(6)), Potential Litigation (5 ILCS 120/2(c)(11)), Personnel (5 ILCS 120/2(c)(2)) and Executive Session Minutes (5 ILCS 120/2(c)(21)). Trustee Christensen 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)

There being no further business to discuss, Trustee Grenier moved to adjourn out of executive session. Trustee Meyer seconded the motion and the motion passed on a unanimous voice vote at 8:14 p.m.

18. ITEM #18 – CONSIDERATION OF THE APRIL 11, 2016 EXECUTIVE SESSION MEETING MINUTES

Trustee Christensen moved to approve the April 11, 2016 Executive Session Meeting Minutes as presented. Trustee Josephitis seconded the motion. The motion passed on a unanimous voice vote.

19. ITEM #19 – ADJOURNMENT

Trustee Grenier moved to adjourn the regular meeting. Trustee Josephitis seconded the motion and the motion passed on a unanimous voice vote. The meeting adjourned at 8:15 p.m.

Respectfully Submitted,

R. Drew Irvin
Village Administrator

Aaron Towle
Village Clerk

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

Agenda Item: 6a

Subject: WARRANT REPORT FOR APRIL 15-30, 2016, MAY 1-15, 2016 AND APRIL 2016 PAYROLL EXPENDITURES

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 \$293,334.65 for April 15-30, 2016 and May 1-15, 2016.

Expenditure of Village funds for payroll in the amount of \$256,619.23 for April 2016.

Total Expenditures of \$549,953.88

Reports and Documents Attached:

1. Forest Builders, Inc. Memorandum
2. Warrant Report for April 16-30, and May 1-15, 2016 \$293,334.65 (dated 5/09/16)

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

3. FY2015-16 Payroll Report.

Village Administrator's Recommendation:

Approval of Warrant and Payroll in the total amount of **\$549,953.88**

Date Referred to Village Board: 5/09/2016

Attachment 1

Memorandum

To: Village President and Board of Trustees

From: Drew Irvin, Village Administrator
Susan M. Griffin, Finance Director
Jake Terlap, PW Superintendent

CC: Department Directors
Marlene Scheibl, Assistant Finance Director

Date: May 4, 2016

Subject : Forest Builders, Inc. Street Plowing Expenditures



**NORTH SHORE LIFE
LAKE BLUFF STYLE**

The Village Administrator engaged Forest Builders, Inc. to provide snow plowing services at a cost not to exceed \$20,000. For the fifth consecutive year, Forest Builders has supplemented the PW crew by servicing the Sanctuary Subdivision, the Business Park, the Bath and Tennis Club area, the area on the east and west side of Green Bay Road north of Washington Ave, and the Village Parking lots. There have been 9 snow plowing/removal/salting events from November 2015-March 2016.

On April 29, 2016, Forest Builders submitted an invoice in the amount of \$24,219.50 for November 2015-March 2016 street plowing and salting services which has been included in the attached warrant report. The invoice also includes services for March 3, 2015 and March 23, 2015, which had not previously been billed.

Please contact me at 847-283-6883 or dirvin@lakebluff.org should you have any questions regarding this matter.

DATE: 05/02/16
 TIME: 11:21:33
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

Attachment 2

INVOICES DUE ON/BEFORE 04/30/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ICMA RET ICMA RETIREMENT TRUST 457							
4/28 PAYROLL DEDUCT	04/28/16	01	4/28 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE		04/30/16	168.84
		02	4/28 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE			422.08
		03	4/28 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE			201.29
		04	4/28 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE			211.04
		05	4/28 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE			422.08
						INVOICE TOTAL:	1,425.33
4/28/16 W/H	04/28/16	01	4/28 'EE W/H	01-20-102-45000 ICMA 457 PLAN PAYABLE		04/30/16	2,944.94
						INVOICE TOTAL:	2,944.94
						VENDOR TOTAL:	4,370.27
IFOP IL FRATERNAL ORDER OF POLICE							
4/14 W/H	04/14/16	01	'EE W/HELD FOP DUES:4/14/16	01-20-102-49000 UNION DUES PAYABLE		04/30/16	279.50
						INVOICE TOTAL:	279.50
4/28 W/H	04/28/16	01	'EE W/HELD FOP DUES:4/28/16	01-20-102-49000 UNION DUES PAYABLE		04/30/16	279.50
						INVOICE TOTAL:	279.50
						VENDOR TOTAL:	559.00
IUOEADM INT'L UNION OF OPER ENGINEERS							
4/28 W/H	04/28/16	01	4/28 'EE IUOE ADMIN DUES	01-20-102-49000 UNION DUES PAYABLE		04/30/16	378.86
						INVOICE TOTAL:	378.86
						VENDOR TOTAL:	378.86

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-= VILLAGE OF LAKE BLUFF =-
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/30/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT	
IUOEMEMB INT'L UNION OF OPER ENGINEERS								
4/28 W/H	04/28/16	01	4/28 'EE IUOE MEMBER DUES	01-20-102-49000 UNION DUES PAYABLE		04/30/16	82.39	
						INVOICE TOTAL:	82.39	
						VENDOR TOTAL:	82.39	M
POLPEN LAKE BLUFF POLICE PENSION FUND								
4/28/16 W/H	04/28/16	01	4/28 'EE POLPEN W/HELD	01-20-102-45500 POLICE PENSION EE CONTRIBU		04/30/16	5,003.52	
						INVOICE TOTAL:	5,003.52	
						VENDOR TOTAL:	5,003.52	M
MOUNTJAS JASON MOUNT								
2016 CAD CONF	04/28/16	01	CAD CONF:ARIZONA 4/24-4/26/16	01-70-711-42410 CONFERENCES		04/30/16	119.93	
						INVOICE TOTAL:	119.93	
						VENDOR TOTAL:	119.93	M
STATEDIS STATE DISBURSEMENT UNIT								
4/28 PAYROLL DEDUCT	04/28/16	01	4/28 'EE PAYROLL DEDUCTION	01-20-102-51000 WAGE ASSIGNMENT PAYABLE		04/30/16	579.69	
						INVOICE TOTAL:	579.69	
						VENDOR TOTAL:	579.69	M
USPOSTAL UNITED STATES POSTAL SERVICE								
APR 2016	04/26/16	01	POSTAGE:CYCLE #02 WTR BILLING	46-80-800-43300 POSTAGE		04/30/16	356.55	
						INVOICE TOTAL:	356.55	
						VENDOR TOTAL:	356.55	M
						TOTAL ALL INVOICES:	11,450.21	

DATE: 05/04/16
TIME: 15:40:47
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
A PLUS A PLUS BUILDING SERVICES							
8228	04/18/16	01	PSB CLEANING:MAY 2016	01-70-930-41000		05/09/16	1,360.00
				MAINTENANCE-BUILDING			
		02	VILL HALL CLEANING:MAY 2016	01-60-900-41000			490.00
				MAINTENANCE-BUILDING			
		03	DEPOT CLEANING:MAY 2016	01-80-920-41000			200.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	2,050.00
						VENDOR TOTAL:	2,050.00
ADP ADP INC.							
472958323	04/29/16	01	PAYROLL PROCESSING:4/28/16	01-60-610-41304		05/09/16	191.75
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	191.75
						VENDOR TOTAL:	191.75
ADVBUSGR ADVANCED BUSINESS GROUP LLC							
19403	04/15/16	01	POLICE T1 LINE CHRG:3/15-4/15	01-70-710-43210		05/09/16	387.88
				TELEPHONE			
						INVOICE TOTAL:	387.88
						VENDOR TOTAL:	387.88
AFLAC AFLAC							
946553	04/15/16	01	AFLAC 'EE CONTR:3/31 & 4/14/16	01-20-102-65500		05/09/16	88.44
				AFLAC PAYABLE			
						INVOICE TOTAL:	88.44
						VENDOR TOTAL:	88.44
AIRONEEQ AIR ONE EQUIPMENT, INC.							
111824P	03/02/16	01	FIRE HOSES	01-70-730-45900		05/09/16	3,743.00
				MINOR EQUIPMENT			
						INVOICE TOTAL:	3,743.00
						VENDOR TOTAL:	3,743.00

DATE: 05/04/16
 TIME: 15:40:47
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-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALTERNAT ALTERNATE POWER, INC							
316	04/18/16	01	REP'R GENERATOR:PUB WKS	01-80-910-41200		05/09/16	599.00
				MAINTENANCE-EQUIPMENT			
						INVOICE TOTAL:	599.00
						VENDOR TOTAL:	599.00
AWWA AMERICAN WATER WORKS ASSOC.							
AWWA DUES 2016-17	02/29/16	01	AWWA DUES 6/1/16-5/31/17	46-80-800-42440		05/09/16	330.00
				DUES			
						INVOICE TOTAL:	330.00
						VENDOR TOTAL:	330.00
ANDERPES ANDERSON PEST CONTROL							
3804681	05/01/16	01	PEST CONTROL: VILL HALL	01-60-900-41000		05/09/16	44.29
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	44.29
						VENDOR TOTAL:	44.29
AT & T AT & T							
1604 Z89-0083	04/16/16	01	VILLAGE HALL T-1 LINE	01-60-610-43210		05/09/16	382.11
				TELEPHONE			
						INVOICE TOTAL:	382.11
1604 Z97-5542	04/16/16	01	T-1 LINE PSB TO PUB WKS	01-80-910-43210		05/09/16	397.92
				TELEPHONE			
						INVOICE TOTAL:	397.92
1604 Z99-9528	04/16/16	01	POLICE IPSAN CIRCUIT LINE	01-70-710-43210		05/09/16	1,492.57
				TELEPHONE			
						INVOICE TOTAL:	1,492.57
						VENDOR TOTAL:	2,272.60
AVERUS AVERUS							

DATE: 05/04/16
 TIME: 15:40:47
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-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
AVERUS AVERUS							
R.2227973	04/20/16	01	RECHRG FIRE EXTINGUISHER:FIRE	01-70-730-41200		05/09/16	153.00
				MAINTENANCE EQUIPMENT			
						INVOICE TOTAL:	153.00
						VENDOR TOTAL:	153.00
BAXTWOOD BAXTER & WOODMAN							
0185271	03/22/16	01	ENG SRVC'S:MOFFET RD CULVERT	43-80-870-49000		05/09/16	1,500.00
				MOFFETT RD BOX CULVERT			
						INVOICE TOTAL:	1,500.00
0185500	04/21/16	01	NPDES PHASE II ASSISTANCE	01-60-680-41304		05/09/16	120.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	120.00
0185501	04/21/16	01	ENG SRVC'S:MOFFETT RD CULVERT	43-80-870-49000		05/09/16	4,650.00
				MOFFETT RD BOX CULVERT			
						INVOICE TOTAL:	4,650.00
0185502	04/21/16	01	SANITARY SEWER FLOW MONITORING	01-80-890-49500		05/09/16	5,217.15
		02	EAST TERRACE	STORM SEWER IMPROVEMENTS ** COMMENT **			
						INVOICE TOTAL:	5,217.15
						VENDOR TOTAL:	11,487.15
BEACON BEACON SSI INCORPORATED							
0000076889	04/27/16	01	REP'R DIESEL FUEL PUMP	01-80-910-41200		05/09/16	243.00
				MAINTENANCE-EQUIPMENT			
						INVOICE TOTAL:	243.00
						VENDOR TOTAL:	243.00
BEHMENT BEHM ENTERPRISES INC.							
1982	04/25/16	01	WATERMAIN VALVE REP'R	46-80-800-41306		05/09/16	1,000.00
				CONTRACTUAL LABOR			
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00

DATE: 05/04/16
 TIME: 15:40:47
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BOUNDMED BOUND TREE MEDICAL, LLC							
82124369	04/20/16	01	EMT SUPPLIES:FIRE	01-70-730-43570		05/09/16	110.69
				OPERATING SUPPLIES			
						INVOICE TOTAL:	110.69
						VENDOR TOTAL:	110.69
BUCKBROS BUCK BROTHERS, INC.							
70951	04/22/16	01	LAWN MOWER BLADE SPINDLE	01-80-870-43650		05/09/16	364.96
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	364.96
72821	04/28/16	01	MISC LAWN MOWER PARTS	01-80-870-43650		05/09/16	252.40
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	252.40
						VENDOR TOTAL:	617.36
BURRISEQ BURRIS EQUIPMENT CO.							
PI62217	04/19/16	01	REP'L CUTTING EDGE KIT:P WKS	01-80-840-43650		05/09/16	1,068.09
				MAINTENANCE SUPPLIES-EQUIP			
		02	FRONT LOADER #32905	** COMMENT **			
						INVOICE TOTAL:	1,068.09
						VENDOR TOTAL:	1,068.09
CANOPYTR CANOPY TREE SPECIALISTS							
240	04/29/15	01	TREE & STUMP REMOVALS	01-80-860-41301		05/09/16	1,400.00
				TREE REMOVAL/TRIMMING SERV			
						INVOICE TOTAL:	1,400.00
						VENDOR TOTAL:	1,400.00
CARGILL CARGILL, INCORPORATED							
2902788401.	04/14/16	01	ROAD SALT: 52.3 TONS	01-80-840-43580		05/09/16	3,525.54
				SNOW/ICE CONTROL MATERIALS			
						INVOICE TOTAL:	3,525.54

DATE: 05/04/16
 TIME: 15:40:47
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CARGILL CARGILL, INCORPORATED							
2902790394	04/15/16	01	ROAD SALT: 76.55 TONS	01-80-840-43580 SNOW/ICE CONTROL MATERIALS		05/09/16	5,160.23
						INVOICE TOTAL:	5,160.23
2902792411	04/18/16	01	ROAD SALT: 123.91 TONS	01-80-840-43580 SNOW/ICE CONTROL MATERIALS		05/09/16	8,355.47
						INVOICE TOTAL:	8,355.47
2902794637	04/19/16	01	ROAD SALT: 25.26 TONS	01-80-840-43580 SNOW/ICE CONTROL MATERIALS		05/09/16	1,702.78
						INVOICE TOTAL:	1,702.78
2902796667	04/20/16	01	ROAD SALT: 50.61 TONS	01-80-840-43580 SNOW/ICE CONTROL MATERIALS		05/09/16	3,412.30
						INVOICE TOTAL:	3,412.30
						VENDOR TOTAL:	22,156.32
R0001580 JOHN CARMODY							
H2O CREDIT	05/03/16	01	REFUND H2O CREDIT BALANCE	46-40-403-45000 WATER SALES		05/09/16	943.62
						INVOICE TOTAL:	943.62
						VENDOR TOTAL:	943.62
CARQUEST CARQUEST OF LIBERTYVILLE							
14663-146677	04/22/16	01	LIFTGATE LIGHTING	01-80-870-43650 MAINTENANCE SUPPLIES-EQUIP		05/09/16	26.22
						INVOICE TOTAL:	26.22
14663-146907	04/22/16	01	CREDIT:RETURNED PARTS	01-80-870-43650 MAINTENANCE SUPPLIES-EQUIP		05/09/16	-26.22
						INVOICE TOTAL:	-26.22
14663-146949	04/22/16	01	LIFTGATE LIGHTING	01-80-870-43650 MAINTENANCE SUPPLIES-EQUIP		05/09/16	15.24
						INVOICE TOTAL:	15.24

DATE: 05/04/16
TIME: 15:40:47
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CARQUEST CARQUEST OF LIBERTYVILLE							
14663-147904	05/02/16	01	ALTERNATOR SQD #23	01-70-710-43640		05/09/16	156.86
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	156.86
						VENDOR TOTAL:	172.10
CDWG CDW GOVERNMENT, INC.							
CTP4005	04/21/16	01	REP'L NETGEAR SWITCH:V HALL	01-60-610-45900		05/09/16	52.50
				MINOR EQUIPMENT			
						INVOICE TOTAL:	52.50
						VENDOR TOTAL:	52.50
CLCJAWA CENTRAL LAKE COUNTY JOINT							
APR 2016	05/02/16	01	H2O PURCHASES:APRIL 2016	46-80-800-44100		05/09/16	43,935.92
				WATER PURCHASES			
						INVOICE TOTAL:	43,935.92
						VENDOR TOTAL:	43,935.92
CINT1STA CINTAS FIRST AID & SAFETY							
9009414895	04/29/16	01	AED KIT:VILL HALL	01-60-900-49400		05/09/16	1,984.88
				EQUIPMENT			
		02	AED KIT:PSB	01-70-930-49400			1,984.88
				EQUIPMENT			
		03	AED KIT:PUB WKS	01-80-910-49400			1,984.88
				EQUIPMENT			
		04	AED KIT:DEPOT	01-80-920-49400			1,984.88
				EQUIPMENT			
						INVOICE TOTAL:	7,939.52
						VENDOR TOTAL:	7,939.52
COMED COM ED							
0435147130 1604	04/29/16	01	ELECTR:ST LIGHTS (VILL RENTS)	01-80-840-43230		05/09/16	3,650.34
				UTILITIES/STREET LIGHTS			

DATE: 05/04/16
 TIME: 15:40:47
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

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

COMED	COM ED						
0435147130 1604	04/29/16	02	3/31-4/29/16			05/09/16	
				** COMMENT **			
						INVOICE TOTAL:	3,650.34
						VENDOR TOTAL:	3,650.34
COMCAST	COMCAST CABLE						
MAY 2016	04/18/16	01	V HALL CABLE SERVICE:MAY 2016	01-60-900-43230		05/09/16	6.34
				UTILITIES			
						INVOICE TOTAL:	6.34
						VENDOR TOTAL:	6.34
DELTADEN	DELTA DENTAL						
841154	05/01/16	01	PPO DENTAL PREM:MAY 2016	01-20-102-20000		05/09/16	3,927.04
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	3,927.04
841156	05/01/16	01	HMO DENTAL PREM:MAY 2016	01-20-102-20000		05/09/16	66.83
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	66.83
						VENDOR TOTAL:	3,993.87
DONATISP	DONATIS PIZZA						
FINANCE CMTE DINNER	04/25/16	01	FINANCE CMTE MTG DINNER:4/25	01-60-610-40800		05/09/16	138.46
				EMPLOYEE RECOGNITION			
						INVOICE TOTAL:	138.46
						VENDOR TOTAL:	138.46
EJEQUIP	EJ EQUIPMENT INC						
P01653	04/18/16	01	SEWER JET WTR PUMP REP'R PARTS	01-80-890-43650		05/09/16	1,288.52
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	1,288.52

DATE: 05/04/16
 TIME: 15:40:47
 ID: AP441000.WOW

== VILLAGE OF LAKE BLUFF ==
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
EJEQUIP EJ EQUIPMENT INC							
P01662	04/19/16	01	SEWER JET WTR PUMP REP'R PARTS	01-80-890-43650		05/09/16	564.92
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	564.92
						VENDOR TOTAL:	1,853.44
ELEVATOR ELEVATOR INSPECTION SERVICES							
59643	04/26/16	01	ELEVATOR INSPECTION:TO BE	01-10-201-15020		05/09/16	160.00
		02	REIMBURSED BY BUSINESS	ELEVATOR INSPECTION RECEIV ** COMMENT **			
						INVOICE TOTAL:	160.00
						VENDOR TOTAL:	160.00
ELFERINP PETER ELFERING							
RENEW CDL LIC	04/20/16	01	REIMBURSE FOR CDL LIC RENEWAL	01-80-840-42440		05/09/16	65.00
				DUES			
						INVOICE TOTAL:	65.00
						VENDOR TOTAL:	65.00
FEDEX FEDERAL EXPRESS CORP.							
5-390-24804	04/20/16	01	4/12 FED EX:FIRST BANK & TRUST	01-60-610-43300		05/09/16	25.27
				POSTAGE			
						INVOICE TOTAL:	25.27
						VENDOR TOTAL:	25.27
FLOLOCOR FLOLO CORPORATION							
095095	04/18/16	01	TROUBLESHOOT HIGH WATER ALARM	46-80-800-41200		05/09/16	345.00
		02	PUB WKS WATER TOWER	MAINTENANCE-EQUIPMENT ** COMMENT **			
						INVOICE TOTAL:	345.00
						VENDOR TOTAL:	345.00

DATE: 05/04/16
TIME: 15:40:47
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
FORESTBU FOREST BUILDERS, INC.							
DEC 2015-MAR 2016	04/29/16	01	SNOW PLOWING SRVC'S	01-80-840-41304		05/09/16	24,219.50
				OTHER PROFESSIONAL SERVICE			
		02	REIMBURSEMENT FOR BLADES	01-80-840-43650			-633.32
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	23,586.18
						VENDOR TOTAL:	23,586.18
GEHRKEER ERIK C GEHRKE							
BODYCAM TRNG	04/22/16	01	BODYCAM TRNG CLASS:SGT GEHRKE	01-70-710-42400		05/09/16	51.23
				TRAINING/EDUCATION			
						INVOICE TOTAL:	51.23
						VENDOR TOTAL:	51.23
GLOBALCO GLOBALCOM INC							
13093523	04/21/16	01	PRI/VOIP TELEPHONE SRVC	01-60-600-43210		05/09/16	67.47
				TELEPHONE			
		02	PRI/VOIP TELEPHONE SRVC	01-60-610-43210			67.47
				TELEPHONE			
		03	PRI/VOIP TELEPHONE SRVC	01-60-680-43210			67.47
				TELEPHONE			
		04	PRI/VOIP TELEPHONE SRVC	01-70-710-43210			67.47
				TELEPHONE			
		05	PRI/VOIP TELEPHONE SRVC	01-70-711-43210			89.95
				TELEPHONE			
		06	PRI/VOIP TELEPHONE SRVC	01-70-730-43210			44.97
				TELEPHONE			
		07	PRI/VOIP TELEPHONE SRVC	01-80-910-43210			44.97
				TELEPHONE			
						INVOICE TOTAL:	449.77
						VENDOR TOTAL:	449.77

GRAYSLAP GRAYSLAKE OUTDOOR POWER

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DATE: 05/04/16
 TIME: 15:40:47
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
GRAYSLAP GRAYSLAKE OUTDOOR POWER							
9128	04/26/16	01	LAWN MOWER GAS TANK	01-80-870-43650		05/09/16	28.04
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	28.04
						VENDOR TOTAL:	28.04
GRIFFINS SUSAN GRIFFIN							
2016 GFOA CONF	05/02/16	01	ADVANCE-GFOA CONF IN TORONTO	01-60-610-42410		05/09/16	1,200.00
		02	CANADA 5/22-5/25/16	CONFERENCES			
				** COMMENT **			
						INVOICE TOTAL:	1,200.00
						VENDOR TOTAL:	1,200.00
STRENGER H. T. STRENGER, INC.							
3474-891023	04/28/16	01	ROD SEWER AT TRAIN STATION	01-80-920-41000		05/09/16	478.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	478.00
						VENDOR TOTAL:	478.00
HAVEYCOM HAVEY COMMUNICATIONS, INC.							
6349	04/20/16	01	REP'L EMERG LED LIGHTS #4517	01-70-730-41100		05/09/16	240.85
				MAINTENANCE VEHICLES			
						INVOICE TOTAL:	240.85
						VENDOR TOTAL:	240.85
HDSUPPLY HD SUPPLY WATERWORKS, LTD							
F374616	04/19/16	01	FIRE HYDRANT REP'R PARTS	46-80-800-43670		05/09/16	177.00
				MAINTENANCE SUPPLIES-UTILI			
						INVOICE TOTAL:	177.00
F440554	04/27/16	01	WHITE MARKING PAINT	01-60-680-43570		05/09/16	91.20
				OPERATING SUPPLIES			
						INVOICE TOTAL:	91.20
						VENDOR TOTAL:	268.20

M

DATE: 05/04/16
TIME: 15:40:47
ID: AP441000.WOW

-= VILLAGE OF LAKE BLUFF =-
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ILCMA I L C M A CENTER FOR GOV'T							
456	04/21/16	01	JOB AD:BLDG/ENG TECHNICIAN	01-60-680-42450		05/09/16	50.00
				RECRUITMENT			
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
IACPLOGI IACP NET/LOGIN, INC							
27242	02/12/16	01	POLICE TRAINING MODULE:	01-70-710-42460		05/09/16	525.00
				PUBLICATIONS			
		02	4/22/16-4/21/17	** COMMENT **			
						INVOICE TOTAL:	525.00
						VENDOR TOTAL:	525.00
R0001576 ICON BUILDING GROUP							
PARWAY BOND REFUND	01/16/14	01	BOND REFUND:531 LANSDOWNE LN	01-20-202-20100		05/09/16	5,000.00
				PARKWAY BONDS			
		02	PERMIT #20130897	** COMMENT **			
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
IAA ILL. ARBORIST ASSN.							
673	05/04/16	01	HERTEL TRNG: IAA SEMINAR	01-80-860-42400		05/09/16	320.00
				TRAINING/EDUCATION			
						INVOICE TOTAL:	320.00
						VENDOR TOTAL:	320.00
ILCENTRA ILLINOIS CENTURY NETWORK							
T1630050	04/18/16	01	INTERNET SRVC PROVIDER:MAR 16	01-60-610-41300		05/09/16	76.00
				COMPUTER SERVICES			
						INVOICE TOTAL:	76.00
						VENDOR TOTAL:	76.00

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

== VILLAGE OF LAKE BLUFF ==
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
INTERDEV INTERDEV, LLC							
MSP-1009591	04/30/16	01	IT ADMINISTRATION:APR 2016	01-60-610-41300 COMPUTER SERVICES		05/09/16	4,993.81
						INVOICE TOTAL:	4,993.81
						VENDOR TOTAL:	4,993.81
ICCI INTERNATIONAL CODE COUNCIL							
3088119	03/28/16	01	MEMBERSHIP DUES:CROAK	01-60-680-42440 DUES		05/09/16	135.00
						INVOICE TOTAL:	135.00
						VENDOR TOTAL:	135.00
R0001577 JEFF JACOBS							
H2O FINAL	04/28/16	01	REFUND FINAL H2O 349 THORNWOOD	46-40-403-45000 WATER SALES		05/09/16	11.67
						INVOICE TOTAL:	11.67
						VENDOR TOTAL:	11.67
R0001578 CARL KITZEROW III							
H2O REFUND	04/28/16	01	REFUND H2O BAL 353 W PROSPECT	46-40-403-45000 WATER SALES		05/09/16	167.94
						INVOICE TOTAL:	167.94
						VENDOR TOTAL:	167.94
00000855 LAKE BLUFF GARDEN CLUB							
#3 LB GARDEN CLUB	04/29/16	01	SPECIAL VEH STICKER DONATIONS	01-20-202-20450 OUTSIDE ORGANIZATION DONAT		05/09/16	2,300.00
		02	4/2-4/29/16	** COMMENT **			
						INVOICE TOTAL:	2,300.00
						VENDOR TOTAL:	2,300.00
LFLBCHMB LF-LB CHAMBER OF COMMERCE							

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

== VILLAGE OF LAKE BLUFF ==
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
LFLBCHMB LF-LB CHAMBER OF COMMERCE							
3966	02/16/16	01	FY16-17 MUNICIPAL CONTRIBUTION	01-60-650-44850		05/09/16	10,015.00
				COMMUNITY PARTNERSHIP PROG			
						INVOICE TOTAL:	10,015.00
						VENDOR TOTAL:	10,015.00
LECHNER LECHNER & SONS UNIFORM RENTAL							
2151955	04/22/16	01	UNIFORMS: FORESTRY	01-80-860-42420		05/09/16	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			25.00
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			1.72
				UNIFORMS			
		04	UNIFORMS: PUB WKS	01-80-910-42420			15.17
				UNIFORMS			
		05	UNIFORMS: WATER	46-80-800-42420			1.00
				UNIFORMS			
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			10.23
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	57.91
2154328	04/29/16	01	UNIFORMS: FORESTRY	01-80-860-42420		05/09/16	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			25.00
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			1.72
				UNIFORMS			
		04	UNIFORMS: PUB WKS	01-80-910-42420			15.17
				UNIFORMS			
		05	UNIFORMS: WATER	46-80-800-42420			1.00
				UNIFORMS			
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			10.23
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	57.91
						VENDOR TOTAL:	115.82

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

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

LINCOLN LINCOLN NATIONAL LIFE INS. CO.							
MAY 2016	05/01/16	01	GR TERM LIFE PREM:MAY 2016	01-20-102-20000		05/09/16	826.72
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	826.72
						VENDOR TOTAL:	826.72
MAILQUIC MAIL QUICK							
366778	04/26/16	01	POSTAGE MACH SEALING SOLUTION	01-60-610-43550		05/09/16	54.51
				OFFICE SUPPLIES			
						INVOICE TOTAL:	54.51
						VENDOR TOTAL:	54.51
MARIANIP MARIANI PLANTS							
SBI-1629	04/18/16	01	ARBOR DAY TREE	01-80-860-44900		05/09/16	183.00
				TREE SHARING PROGRAM			
						INVOICE TOTAL:	183.00
						VENDOR TOTAL:	183.00
MENARDS MENARD'S							
3050	04/18/16	01	POLY SHEETING:ROAD SALT COVER	01-80-840-43690		05/09/16	106.98
				MAINTENANCE SUPPLIES-STREE			
						INVOICE TOTAL:	106.98
3891	04/28/16	01	REP'L VENT FAN:P WKS BATHROOM	01-80-910-45900		05/09/16	46.89
				MINOR EQUIPMENT			
						INVOICE TOTAL:	46.89
						VENDOR TOTAL:	153.87
NAPA NAPA AUTO SUPPLY							
600400	04/26/16	01	REP'R PARTS #4517 LIGHTS	01-70-730-41100		05/09/16	54.02
				MAINTENANCE VEHICLES			
						INVOICE TOTAL:	54.02
						VENDOR TOTAL:	54.02

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

== VILLAGE OF LAKE BLUFF ==
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
NCCPETER NCC PETERSEN PRODUCTS							
69666	04/14/16	01	JANITORIAL SUPPLIES: VILL HALL	01-60-900-43660		05/09/16	190.66
				MAINTENANCE SUPPLIES-BUILD			
		02	JANITORIAL SUPPLIES: PSB	01-70-930-43660			190.67
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	381.33
69752	04/26/16	01	JANITORIAL SUPPLIES: PUB WKS	01-80-910-43660		05/09/16	144.80
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	144.80
						VENDOR TOTAL:	526.13
NORTHSHO NORTH SHORE GAS							
611 WALNUT 4/26	04/28/16	01	GAS:611 WALNUT 3/28-4/26/16	01-60-940-43230		05/09/16	96.21
				UTILITIES			
						INVOICE TOTAL:	96.21
GASLITES 4/26/16	04/28/16	01	GASLITES:3/28-4/26/16	01-80-840-43230		05/09/16	292.05
				UTILITIES/STREET LIGHTS			
						INVOICE TOTAL:	292.05
PSB GENERATOR 4/26	04/28/16	01	PSB GENERATOR:3/28-4/26/16	01-70-930-43230		05/09/16	91.88
				UTILITIES			
						INVOICE TOTAL:	91.88
						VENDOR TOTAL:	480.14
NILPOLAL NORTHERN ILL POLICE ALARM SYS							
10944	04/26/16	01	ANN'L NIPAS MTG: BELMONTE,	01-70-710-42400		05/09/16	108.00
				TRAINING/EDUCATION			
		02	HOSKING, GEHRKE & REYNOLDS	** COMMENT **			
						INVOICE TOTAL:	108.00
						VENDOR TOTAL:	108.00
00001219 NORTHWEST MUNICIPAL CONFERENCE							

DATE: 05/04/16
TIME: 15:40:48
ID: AP441000.WOW

-# VILLAGE OF LAKE BLUFF #-
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
00001219 NORTHWEST MUNICIPAL CONFERENCE							
10004	05/02/16	01	FY16-17 MEMBER DUES	01-60-650-42440 DUES		05/09/16	5,421.00
							INVOICE TOTAL: 5,421.00
							VENDOR TOTAL: 5,421.00
R0001579 DAVID OHLMULLER							
H2O FINAL	04/28/16	01	REFUND FINAL H2O 138 E SHER RD	46-40-403-45000 WATER SALES		05/09/16	204.42
							INVOICE TOTAL: 204.42
							VENDOR TOTAL: 204.42
PACIFIC PACIFIC TELEMAGEMENT SERVICE							
831663	04/20/16	01	PAY PH:PSB LOBBY-MAY 2016	01-70-710-43210 TELEPHONE		05/09/16	76.50
		02	PAY PH:JAIL INTAKE-MAY 2016	01-70-710-43210 TELEPHONE			76.50
							INVOICE TOTAL: 153.00
							VENDOR TOTAL: 153.00
R0001273 DONALD PATTON							
VEH STICKER REFUND	03/14/16	01	REFUND VEH STICKER SOLD TRUCK	01-40-303-16000 VEHICLE LICENSES		05/09/16	55.00
							INVOICE TOTAL: 55.00
							VENDOR TOTAL: 55.00
PORTERLE PORTER LEE CORPORATION							
17150	04/01/16	01	POLICE EVIDENCE TRACKING SFTWR	01-70-710-41304 OTHER PROFESSIONAL SERVICE		05/09/16	675.00
		02	5/1/16-4/30/17	** COMMENT **			
							INVOICE TOTAL: 675.00
							VENDOR TOTAL: 675.00

DATE: 05/04/16
TIME: 15:40:48
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

PAGE: 17

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
QUILL QUILL CORP.							
5175287	04/20/16	01	OFFICE SUPPLIES: FIRE	01-70-730-43550		05/09/16	82.92
				OFFICE SUPPLIES			
						INVOICE TOTAL:	82.92
5238505	04/22/16	01	OFFICE SUPPLIES: FIRE	01-70-730-43550		05/09/16	5.99
				OFFICE SUPPLIES			
						INVOICE TOTAL:	5.99
						VENDOR TOTAL:	88.91
RONDOUT RONDOUT SERVICE CENTER							
7924	05/03/16	01	SAFETY CHECK #301	01-80-840-41100		05/09/16	23.50
				MAINTENANCE-VEHICLES			
						INVOICE TOTAL:	23.50
						VENDOR TOTAL:	23.50
SHERAUTO SHERIDAN AUTO PARTS							
901325	04/29/16	01	MAINT SUPPLIES/FILTERS #850	01-80-860-43640		05/09/16	17.10
				MAINT. SUPPLIES-VEHICLES			
		02	MOTOR OIL:SQD CARS	01-70-710-43560			99.12
				GASOLINE & OIL			
						INVOICE TOTAL:	116.22
						VENDOR TOTAL:	116.22
STANICKB BRANDON STANICK							
APA SEMINAR	04/27/16	01	AMERICAN PLANNING SEMINAR	01-60-600-42400		05/09/16	195.00
				TRAINING/EDUCATION			
						INVOICE TOTAL:	195.00
						VENDOR TOTAL:	195.00
STAPLES STAPLES ADVANTAGE							
3299184702	04/12/16	01	OFFICE SUPPLIES:POLICE	01-70-710-43550		05/09/16	23.48
				OFFICE SUPPLIES			
						INVOICE TOTAL:	23.48
						VENDOR TOTAL:	23.48

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

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

TESKA TESKA ASSOCIATES INC.							
6790	04/19/16	01	CREATION OF UPDATED CBD FUTURE	01-60-600-41304		05/09/16	735.00
				OTHER PROFESSIONAL SERVICE			
		02	LAND USE MAP	** COMMENT **			
						INVOICE TOTAL:	735.00
						VENDOR TOTAL:	735.00
THEEXCHA THE CHEVY EXCHANGE							
132438	04/25/16	01	REP'R AIR BAG SYSTEM:SQD #23	01-70-710-41100		05/09/16	700.50
				MAINTENANCE-VEHICLES			
						INVOICE TOTAL:	700.50
45340	05/03/16	01	COOLANT RESERVOIR SQD #25	01-70-710-43640		05/09/16	31.24
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	31.24
						VENDOR TOTAL:	731.74
TOSHIBA TOSHIBA BUSINESS SOLUTIONS							
12710571	04/12/16	01	ANN'L COPIER MAINT:POLICE	01-70-710-41200		05/09/16	1,319.90
				MAINTENANCE EQUIPMENT			
		02	ANN'L COPIER MAINT:VILL HALL	01-60-600-41200			4,076.33
				MAINTENANCE EQUIPMENT			
		03	ANN'L COPIER MAINT:FIRE	01-70-730-41200			989.22
				MAINTENANCE EQUIPMENT			
		04	4/15/16-4/14/17	** COMMENT **			
						INVOICE TOTAL:	6,385.45
						VENDOR TOTAL:	6,385.45
TOTALPAR TOTAL PARKING SOLUTIONS INC.							
103400	03/18/16	01	WEB OFFICE FOR PARKNG TERMINAL	01-80-920-41300		05/09/16	960.00
				COMPUTER SERVICES			
		02	5/1/16-4/30/17	** COMMENT **			
						INVOICE TOTAL:	960.00
						VENDOR TOTAL:	960.00

DATE: 05/04/16
TIME: 15:40:48
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

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

TRAINOR TRAINOR PRINTING & PROMOTIONS							
143352	04/27/16	01	PRINT INSPECTION REPORTS	01-60-680-43400 PRINTING		05/09/16	111.76
						INVOICE TOTAL:	111.76
						VENDOR TOTAL:	111.76
TRANSUNI TRANS UNION RISK & ALTERNATIVE							
APRIL 2016	05/02/16	01	PERSON SEARCH:POLICE	01-70-710-43570 OPERATING SUPPLIES		05/09/16	65.00
						INVOICE TOTAL:	65.00
						VENDOR TOTAL:	65.00
UNIONPAC UNION PACIFIC RAILROAD CO.							
FEB-APR 2016	04/29/16	01	LEASE PAYMENT:FEB-APR 2016	01-80-920-44300 LEASE PAYMENTS		05/09/16	9,993.21
						INVOICE TOTAL:	9,993.21
						VENDOR TOTAL:	9,993.21
UNIQUEAP UNIQUE APPAREL SOLUTIONS							
31993	04/08/16	01	UNIFORM SHIRTS/PANTS:FIRE DEPT	01-70-730-42420 UNIFORMS		05/09/16	3,334.00
						INVOICE TOTAL:	3,334.00
						VENDOR TOTAL:	3,334.00
UNCOFFEE UNITED COFFEE SERVICE, INC.							
557199	04/25/16	01	COFFEE & SUPPLIES: VILL HALL	01-60-900-43660 MAINTENANCE SUPPLIES-BUILD		05/09/16	107.67
						INVOICE TOTAL:	107.67
						VENDOR TOTAL:	107.67
UPS	UPS						

DATE: 05/04/16
TIME: 15:40:48
ID: AP441000.WOW

= VILLAGE OF LAKE BLUFF =
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

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

UPS	UPS						
0000Y6394W186	04/30/16	01	4/26 UPS:EJ EQUIPMENT	01-80-840-43300		05/09/16	6.76
				POSTAGE			
		02	3/7 UPS:AIR ONE EQUIPMENT	01-70-730-43300			3.51
				POSTAGE			
						INVOICE TOTAL:	10.27
						VENDOR TOTAL:	10.27
R0001553 US SHELTER LLC							
PARKWAY BOND REFUND	03/24/15	01	REFUND BOND:114 E WOODLAND RD	01-20-202-20100		05/09/16	5,000.00
				PARKWAY BONDS			
		02	PERMIT #20150086	** COMMENT **			
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
VILLOFGL VILLAGE OF GLENVIEW							
7684	04/01/16	01	REVERSE 911 NOTIFICATION SYST	32-70-711-41201		05/09/16	4,059.53
				REVERSE 911 MAINTENANCE			
		02	4/1/16-3/31/17	** COMMENT **			
						INVOICE TOTAL:	4,059.53
7690	04/01/16	01	DISPATCH FY17 1Q OPERATNG COST	01-70-711-41301		05/09/16	73,300.02
				COMMUNICATIONS SERVICE			
						INVOICE TOTAL:	73,300.02
						VENDOR TOTAL:	77,359.55
VLBWATER VILLAGE OF LAKE BLUFF							
KOHL LIFT 4/18/16	04/28/16	01	WTR:KOHL DR LFT STN 1/25-4/18	01-80-890-43230		05/09/16	7.50
				UTILITIES			
						INVOICE TOTAL:	7.50
						VENDOR TOTAL:	7.50
VISIONSE VISION SERVICE PLAN							

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
VISIONSE VISION SERVICE PLAN							
MAY 2016	04/18/16	01	VILLAGE VISION PREM:MAY 2016	01-20-102-20000 ACCOUNTS PAYABLE		05/09/16	314.22
		02	PARK DIST VISION PREM:MAY 2016	01-20-102-20000 ACCOUNTS PAYABLE			151.45
		03	LIBRARY VISION PREM:MAY 2016	01-20-102-20000 ACCOUNTS PAYABLE			68.13
						INVOICE TOTAL:	533.80
						VENDOR TOTAL:	533.80
R0001575 VLADIMIR CURGUZ/VLADS GYM							
ESCROW REFUND	01/28/16	01	REIMBURSE ZONING ESCROW BAL	01-20-202-20591 ZONING ESCR-910 SHERWD DR,		05/09/16	1,700.62
						INVOICE TOTAL:	1,700.62
						VENDOR TOTAL:	1,700.62
WAREHOUS WAREHOUSE DIRECT							
3038003-0	04/13/16	01	OFFICE SUPPLIES:POLICE	01-70-710-43550 OFFICE SUPPLIES		05/09/16	153.42
						INVOICE TOTAL:	153.42
3047246-0	04/22/16	01	KITCHEN SUPPLIES:VILL HALL	01-60-900-43660 MAINTENANCE SUPPLIES-BUILD		05/09/16	107.46
		02	OFFICE SUPPLIES:VILL HALL	01-60-610-43550 OFFICE SUPPLIES			157.58
						INVOICE TOTAL:	265.04
3054602-0	04/29/16	01	TONER CARTRIDGE:COM DEVELOPMNT	01-60-680-43550 OFFICE SUPPLIES		05/09/16	265.66
		02	OFFICE CHAIR MAT:ADMIN	01-60-600-43550 OFFICE SUPPLIES			52.81
						INVOICE TOTAL:	318.47
3056525-0	05/02/16	01	OFFICE SUPPLIES:COM DEVELOPMNT	01-60-680-43550 OFFICE SUPPLIES		05/09/16	53.92

DATE: 05/04/16
 TIME: 15:40:48
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/09/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
WAREHOUS WAREHOUSE DIRECT							
3056525-0	05/02/16	02	TONER CARTRDG:V H COLOR COPIER	01-60-600-43550		05/09/16	232.52
			OFFICE SUPPLIES				
						INVOICE TOTAL:	286.44
						VENDOR TOTAL:	1,023.37
00001760 WAUKEGAN ROOFING CO., INC.							
10958	04/18/16	01	REP'R PSB ROOF: FIRE SIDE	01-70-930-41000		05/09/16	692.50
			MAINTENANCE-BUILDING				
						INVOICE TOTAL:	692.50
						VENDOR TOTAL:	692.50
WENDTMAI WENDT MAINTENANCE							
2016 SPRING CLEAN-UP	04/15/16	01	SPRING CLEAN-UP:NORTH AVE PARK	01-80-870-41050		05/09/16	425.00
			MAINTENANCE GROUNDS				
		02	SPRING CLEAN-UP:DEPOT	01-80-870-41050			1,575.00
			MAINTENANCE GROUNDS				
						INVOICE TOTAL:	2,000.00
						VENDOR TOTAL:	2,000.00
WHOLEDIR WHOLESALE DIRECT							
000220668	04/22/16	01	HYDRAULIC CONTROL VALVE CABLES	01-80-840-43650		05/09/16	194.62
			MAINTENANCE SUPPLIES-EQUIP				
						INVOICE TOTAL:	194.62
						VENDOR TOTAL:	194.62
R0000473 ZOMCHEK, JOHN							
PRKNG PERMIT REFUND	03/18/16	01	REFUND PRKNG PERMIT-LOST JOB	01-40-303-16210		05/09/16	360.00
			COMMUTER LOT PARKING FEES				
						INVOICE TOTAL:	360.00
						VENDOR TOTAL:	360.00
						TOTAL ALL INVOICES:	281,884.44

DATE: 05/02/2016
TIME: 11:22:03
ID: AP443000.WOW

-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/30/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
20	LIABILITIES		
ICMA RET	ICMA RETIREMENT TRUST 457		4,370.27
IFOP	IL FRATERNAL ORDER OF POLICE		559.00
IUOEADM	INT'L UNION OF OPER ENGINEERS		378.86
IUOEMEMB	INT'L UNION OF OPER ENGINEERS		82.39
POLPEN	LAKE BLUFF POLICE PENSION FUND		5,003.52
STATEDIS	STATE DISBURSEMENT UNIT		579.69
	LIABILITIES		10,973.73
70	PUBLIC SAFETY		
MOUNTJAS	JASON MOUNT		119.93
	PUBLIC SAFETY		119.93
WATER FUND			
80	PUBLIC WORKS		
USPOSTAL	UNITED STATES POSTAL SERVICE		356.55
	PUBLIC WORKS		356.55
	TOTAL ALL DEPARTMENTS		11,450.21

DATE: 05/04/2016
TIME: 15:45:03
ID: AP443000.WOW

-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
10	ASSETS		
ELEVATOR	ELEVATOR INSPECTION SERVICES		160.00
	ASSETS		160.00
20	LIABILITIES		
00000855	LAKE BLUFF GARDEN CLUB		2,300.00
AFLAC	AFLAC		88.44
DELTADEN	DELTA DENTAL		3,993.87
LINCOLN	LINCOLN NATIONAL LIFE INS. CO.		826.72
R0001553	US SHELTER LLC		5,000.00
R0001575	VLADIMIR CURGUZ/VLADS GYM		1,700.62
R0001576	ICON BUILDING GROUP		5,000.00
VISIONSE	VISION SERVICE PLAN		533.80
	LIABILITIES		19,443.45
40	REVENUE		
R0000473	ZOMCHEK, JOHN		360.00
R0001273	DONALD PATTON		55.00
	REVENUE		415.00
60	ADMINISTRATION		
00001219	NORTHWEST MUNICIPAL CONFERENCE		5,421.00
A PLUS	A PLUS BUILDING SERVICES		490.00
ADP	ADP INC.		191.75
ANDERPES	ANDERSON PEST CONTROL		44.29
AT & T	AT & T		382.11
BAXTWOOD	BAXTER & WOODMAN		120.00
CDWG	CDW GOVERNMENT, INC.		52.50
CINT1STA	CINTAS FIRST AID & SAFETY		1,984.88
COMCAST	COMCAST CABLE		6.34
DONATISP	DONATIS PIZZA		138.46
FEDEX	FEDERAL EXPRESS CORP.		25.27
GLOBALCO	GLOBALCOM INC		202.41
GRIFFINS	SUSAN GRIFFIN		1,200.00
HDSUPPLY	HD SUPPLY WATERWORKS, LTD		91.20
ICCI	INTERNATIONAL CODE COUNCIL		135.00

DATE: 05/04/2016
TIME: 15:45:04
ID: AP443000.WOW

-= VILLAGE OF LAKE BLUFF =-
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
60	ADMINISTRATION		
ILCENTRA	ILLINOIS CENTURY NETWORK		76.00
ILCMA	I L C M A CENTER FOR GOV'T		50.00
INTERDEV	INTERDEV, LLC		4,993.81
LFLBCHMB	LF-LB CHAMBER OF COMMERCE		10,015.00
MAILQUIC	MAIL QUICK		54.51
NCCPETER	NCC PETERSEN PRODUCTS		190.66
NORTHSHO	NORTH SHORE GAS		96.21
STANICKB	BRANDON STANICK		195.00
TESKA	TESKA ASSOCIATES INC.		735.00
TOSHIBA	TOSHIBA BUSINESS SOLUTIONS		4,076.33
TRAINOR	TRAINOR PRINTING & PROMOTIONS		111.76
UNCOFFEE	UNITED COFFEE SERVICE, INC.		107.67
WAREHOUS	WAREHOUSE DIRECT		869.95
	ADMINISTRATION		32,057.11
70	PUBLIC SAFETY		
00001760	WAUKEGAN ROOFING CO., INC.		692.50
A PLUS	A PLUS BUILDING SERVICES		1,360.00
ADVBUSGR	ADVANCED BUSINESS GROUP LLC		387.88
AIRONEEQ	AIR ONE EQUIPMENT, INC.		3,743.00
AT & T	AT & T		1,492.57
AVERUS	AVERUS		153.00
BOUNDMED	BOUND TREE MEDICAL, LLC		110.69
CARQUEST	CARQUEST OF LIBERTYVILLE		156.86
CINT1STA	CINTAS FIRST AID & SAFETY		1,984.88
GEHRKEER	ERIK C GEHRKE		51.23
GLOBALCO	GLOBALCOM INC		202.39
HAVEYCOM	HAVEY COMMUNICATIONS, INC.		240.85
IACPLOGI	IACP NET/LOGIN, INC		525.00
NAPA	NAPA AUTO SUPPLY		54.02
NCCPETER	NCC PETERSEN PRODUCTS		190.67
NILPOLAL	NORTHERN ILL POLICE ALARM SYS		108.00
NORTHSHO	NORTH SHORE GAS		91.88
PACIFICT	PACIFIC TELEMAGEMENT SERVICE		153.00
PORTERLE	PORTER LEE CORPORATION		675.00
QUILL	QUILL CORP.		88.91
SHERAUTO	SHERIDAN AUTO PARTS		99.12
STAPLES	STAPLES ADVANTAGE		23.48
THEEXCHA	THE CHEVY EXCHANGE		731.74
TOSHIBA	TOSHIBA BUSINESS SOLUTIONS		2,309.12
TRANSUNI	TRANS UNION RISK & ALTERNATIVE		65.00

DATE: 05/04/2016
TIME: 15:45:04
ID: AP443000.WOW

-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
70	PUBLIC SAFETY		
UNIQUEAP	UNIQUE APPAREL SOLUTIONS		3,334.00
UPS	UPS		3.51
VILLOFGL	VILLAGE OF GLENVIEW		73,300.02
WAREHOUS	WAREHOUSE DIRECT		153.42
	PUBLIC SAFETY		92,481.74
80	PUBLIC WORKS		
A PLUS	A PLUS BUILDING SERVICES		200.00
ALTERNAT	ALTERNATE POWER, INC		599.00
AT & T	AT & T		397.92
BAXTWOOD	BAXTER & WOODMAN		5,217.15
BEACON	BEACON SSI INCORPORATED		243.00
BUCKBROS	BUCK BROTHERS, INC.		617.36
BURRISEQ	BURRIS EQUIPMENT CO.		1,068.09
CANOPYTR	CANOPY TREE SPECIALISTS		1,400.00
CARGILL	CARGILL, INCORPORATED		22,156.32
CARQUEST	CARQUEST OF LIBERTYVILLE		15.24
CINT1STA	CINTAS FIRST AID & SAFETY		3,969.76
COMED	COM ED		3,650.34
EJEQUIP	EJ EQUIPMENT INC		1,853.44
ELFERINP	PETER ELFERING		65.00
FORESTBU	FOREST BUILDERS, INC.		23,586.18
GLOBALCO	GLOBALCOM INC		44.97
GRAYSLAP	GRAYSLAKE OUTDOOR POWER		28.04
IAA	ILL. ARBORIST ASSN.		320.00
LECHNER	LECHNER & SONS UNIFORM RENTAL		113.82
MARIANIP	MARIANI PLANTS		183.00
MENARDS	MENARD'S		153.87
NCCPETER	NCC PETERSEN PRODUCTS		144.80
NORTHSHO	NORTH SHORE GAS		292.05
RONDOUT	RONDOUT SERVICE CENTER		23.50
SHERAUTO	SHERIDAN AUTO PARTS		17.10
STRENGER	H. T. STRENGER, INC.		478.00
TOTALPAR	TOTAL PARKING SOLUTIONS INC.		960.00
UNIONPAC	UNION PACIFIC RAILROAD CO.		9,993.21
UPS	UPS		6.76
VLBWATER	VILLAGE OF LAKE BLUFF		7.50
WENDTMAI	WENDT MAINTENANCE		2,000.00
WHOLEDIR	WHOLESALE DIRECT		194.62
	PUBLIC WORKS		80,000.04

DATE: 05/04/2016
TIME: 15:45:04
ID: AP443000.WOW

-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
EMERGENCY 911 SURCHARGE			
70	PUBLIC SAFETY		
VILLOFGL	VILLAGE OF GLENVIEW		4,059.53
	PUBLIC SAFETY		4,059.53
REDEVELOPMENT PROGRAM FUND			
80	PUBLIC WORKS		
BAXTWOOD	BAXTER & WOODMAN		6,150.00
	PUBLIC WORKS		6,150.00
WATER FUND			
40	REVENUES		
R0001577	JEFF JACOBS		11.67
R0001578	CARL KITZEROW III		167.94
R0001579	DAVID OHLMULLER		204.42
R0001580	JOHN CARMODY		943.62
	REVENUES		1,327.65
80	PUBLIC WORKS		
AWWA	AMERICAN WATER WORKS ASSOC.		330.00
BEHMENT	BEHM ENTERPRISES INC.		1,000.00
CLCJAWA	CENTRAL LAKE COUNTY JOINT		43,935.92
FLOLOCOR	FLOLO CORPORATION		345.00
HDSUPPLY	HD SUPPLY WATERWORKS, LTD		177.00
LECHNER	LECHNER & SONS UNIFORM RENTAL		2.00
	PUBLIC WORKS		45,789.92
	TOTAL ALL DEPARTMENTS		281,884.44

VILLAGE OF LAKE BLUFF 2015-16
PAYROLL BREAKDOWN BY DEPARTMENT

Attachment 3

ANNUAL		FUND	DEPARTMENT	FEBRUARY 2016	(1) MARCH 2016	APRIL 2016	(4) FY14-15 Accrual	(5) FY15-16	2015-16 ^a		% OF BUDGET EXPENDED	(6) 2014-15 YR-TO-DATE
ACTUAL 2014-15	BUDGET 2015-16								ACTUAL	BUDGET		ACTUAL
General												
338,315	352,500		Administrative	27,608.37	41,358.43	27,460.50	(4,978)	6,575	370,441	352,500	105.09%	338,315
268,227	276,000		Finance	20,940.00	31,583.53	21,113.52	(4,084)	5,296	282,204	276,000	102.25%	268,227
1,522,553	1,605,000		Police Sworn	119,984.17	178,991.60	125,309.71	(22,800)	29,725	1,635,964	1,605,000	101.93%	1,522,553
287,938	151,000		Police Support Serv	10,349.83	14,894.58	9,914.45	(2,000)	2,857	136,976	151,000	90.71%	287,938
9,749	9,850		Crossing Guards	0.00	0.00	0.00	0	0	6,920	9,850	70.25%	9,749
64,330	68,400		Fire (Notes 2-3)	4,678.56	7,017.84	4,678.56	(1,871)	1,170	60,120	68,400	87.90%	64,330
183,639	136,000		Community Develop	10,432.43	16,706.16	13,340.59	(4,600)	2,780	161,780	136,000	118.96%	183,639
PUBLIC WORKS:												
291,530	283,500		Streets, Lighting	21,879.10	33,163.00	20,143.66	(9,600)	4,961	289,313	283,500	102.05%	291,530
6,638	7,125		Sanitation	0.00	0.00	525.00	(200)	150	4,288	7,125	60.18%	6,638
62,160	82,700		Forestry	6,113.91	8,504.66	5,228.47	(1,840)	1,298	64,710	82,700	78.25%	62,160
27,086	31,000		Parks & Parkways	2,364.53	1,951.10	858.28	(240)	245	42,619	31,000	137.48%	27,086
78,377	117,500		Sewer	10,162.79	14,316.67	8,563.37	(2,680)	2,508	103,178	117,500	87.81%	78,377
16,600	9,350		Village Hall Bldg	693.27	1,039.91	693.27	(500)	0	14,602	9,350	156.17%	16,600
16,600	9,350		Public Safety Bldg	693.27	1,039.91	693.27	(500)	0	14,602	9,350	156.17%	16,600
16,600	5,225		Public Works Bldg	432.88	660.55	429.14	(500)	122	13,820	5,225	264.50%	16,600
26,703	34,250		Commuter Station	2,613.19	3,998.03	2,596.34	(1,000)	645	28,556	34,250	83.37%	26,703
216,531	209,000		Water	16,143.19	24,174.07	15,071.11	(5,000)	3,737	226,150	209,000	108.21%	216,531
3,433,574	3,387,750		TOTAL	255,089.49	379,400.03	256,619.23	(62,393)	62,069	3,456,244	3,387,750	102.02%	3,433,574

^a Community Development and Water actual includes P/T salary for VE Russell.

VILLAGE OF LAKE BLUFF 2015-16
 PAYROLL BREAKDOWN BY DEPARTMENT

4-May-16

ANNUAL		FUND DEPARTMENT	MAY 2015	JUNE 2015	JULY 2015	AUGUST 2015	SEPTEMBER 2015	(1)	NOVEMBER 2015	DECEMBER 2015	JANUARY 2016
ACTUAL 2014-15	BUDGET 2015-16							OCTOBER 2015			
General											
338,315	352,500	Administrative	36,035.29	26,471.46	27,164.90	27,263.37	30,099.41	41,382.55	27,608.37	27,818.37	28,573.37
268,227	276,000	Finance	23,500.40	20,940.00	21,044.11	20,940.00	21,044.11	37,066.50	20,940.00	20,940.00	20,940.00
1,522,553	1,605,000	Police Sworn	126,651.11	122,910.88	140,394.42	125,997.94	127,355.62	191,450.64	121,917.17	121,219.54	126,856.72
287,938	151,000	Police Support Serv	11,145.56	11,067.83	10,670.64	11,083.11	10,785.21	15,616.40	10,647.71	10,074.85	9,868.62
9,749	9,850	Crossing Guards	0.00	1,740.01	2,341.51	2,698.02	140.38	0.00	0.00	0.00	0.00
64,330	68,400	Fire (Notes 2-3)	4,678.56	4,678.56	4,678.56	4,678.56	4,678.56	7,017.84	4,678.56	4,678.56	4,678.56
183,639	136,000	Community Develop	7,490.22	11,065.42	20,711.70	14,150.31	14,222.81	19,254.64	12,443.86	12,275.62	11,506.52
PUBLIC WORKS:											
291,530	283,500	Streets, Lighting	17,810.02	19,828.49	26,451.05	23,499.27	21,704.55	43,322.92	21,151.65	21,804.86	23,193.75
6,638	7,125	Sanitation	500.00	500.00	437.50	500.00	500.00	750.00	625.00	0.00	0.00
62,160	82,700	Forestry	4,409.43	4,634.24	5,119.09	4,896.30	4,776.69	6,575.19	4,543.96	5,001.86	5,448.65
27,086	31,000	Parks & Parkways	1,370.07	7,613.78	10,303.40	6,991.47	1,693.10	2,067.08	1,421.67	1,378.86	4,600.60
78,377	117,500	Sewer	7,301.99	6,631.26	7,539.89	7,046.95	6,596.46	14,087.58	6,299.34	7,154.10	7,649.61
16,600	9,350	Village Hall Bldg	1,242.20	1,183.38	1,501.55	1,167.05	1,330.40	1,881.25	1,295.00	1,436.57	1,637.91
16,600	9,350	Public Safety Bldg	1,242.20	1,183.38	1,501.55	1,167.05	1,330.40	1,881.25	1,295.00	1,436.57	1,637.91
16,600	5,225	Public Works Bldg	1,242.20	1,183.38	1,501.55	1,167.05	1,330.40	1,881.25	1,295.00	1,436.57	1,637.91
26,703	34,250	Commuter Station	2,287.72	2,048.85	2,048.85	2,048.85	2,048.85	3,073.28	2,048.85	2,048.85	2,048.85
216,531	209,000	Water	13,225.64	15,357.52	25,399.94	19,222.45	18,283.60	30,462.77	16,488.30	16,898.98	16,685.74
3,433,574	3,387,750	TOTAL	260,132.60	259,038.45	308,810.20	274,517.72	267,920.52	417,771.13	254,699.45	255,604.17	266,964.71

1. The Village pays employees bi-weekly; there will be three payrolls in October 2015 and March 2016.
2. The Fire department volunteers are reimbursed through accounts payable in June & Dec.
3. The Fire Secretary is paid bi-weekly through payroll.
4. FY14-15 Pay Accrual is salaries paid in May 2015 but expensed/earned in April 2015.
5. FY15-16 Pay Accrual is salaries paid in May 2016 but expensed/earned in April 2016.
6. May 2014 (FY14-15) had three payroll periods compared to 2 periods in May 2015.

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

Agenda Item: 6b

Subject: APRIL 2016 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 April 2016 Financial Report.

Highlights of this report are:

- Sales tax revenue for May 2015-January 2016 is \$2.138 million which is \$240k or 13% greater and home rule sales tax of \$598k is \$169k or 39% greater than the same period in 2014-15;
- Income tax revenue of \$610k for FY2016 is 9% greater than the same period in FY15;
- Building permit revenue is \$477k and is \$23k less than the revised revenue projection of \$500k;
- Capital project expenditures exceed the same period in the prior fiscal year by \$542k;
- Water billed consumption is down 2.9 million gallons, but because of the increase in the rate the water sales revenue increased \$5k; and
- We continue to closely monitor the actions in Springfield and assess the implications to the Village of potential changes in State-shared revenue allocations, property tax limitation changes, or pension reform become law.

Reports and Documents Attached:

- April 2016 Financial Report

Village Administrator's Recommendation: Acceptance of Report.

Date Referred to Village Board: 5/9/2016

VILLAGE OF LAKE BLUFF

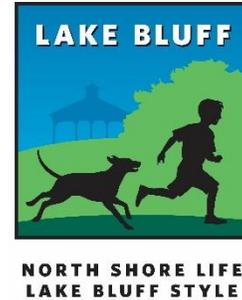
MEMORANDUM

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

FROM: Susan M. Griffin, Director of Finance

DATE: May 4, 2016

SUBJECT: April 2016 Monthly Report



Treasury Report – Exhibit A

Attached is the two page Treasury Report for April 2016. The total cash and investments in the treasury for the governmental and water funds are \$9,195,833 plus \$8,850,100 for the Police Pension Fund.

Investment Report – Exhibit B

Attached is the Investment Report for the month ending April 30, 2016. The par value plus interest credited to the CD's for the governmental and Water fund short-term investments is \$2,735,943. 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 May 2015-April 2016 (FY2016). 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. Please note that not all of the year-end accruals and adjustments have been posted.

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 \$2,169,083 of the monies. The IMRF, FICA and Police Pension Funds receive the balance of the revenues of \$980,610. The Police Pension property taxes are recorded as a revenue in the General Fund and a transfer out of the General Fund into the Police Pension Fund in compliance with GASB. The FY16 actual distribution from the County represents 99.1% of the total tax extension which 1.4% less than last year at 100.5%.

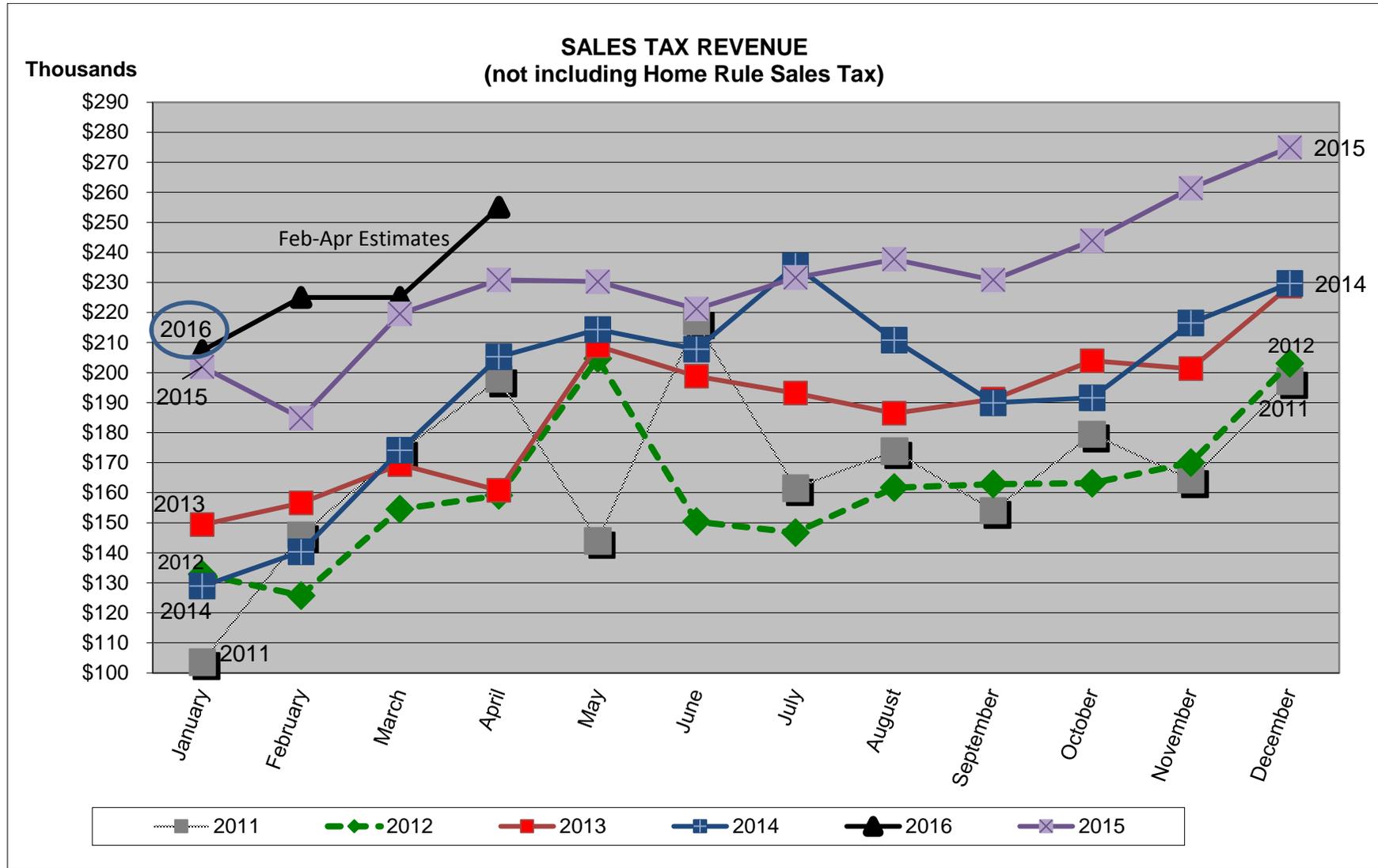
The 2015 property tax extension, received in 2016 and recorded as revenue in FY2017, of \$3,193,439 is \$43,744 or 1.4% more than the 2014 extension. For the first time since 2009 the Village's EAV grew increasing by 8.8% to \$521.832 million.

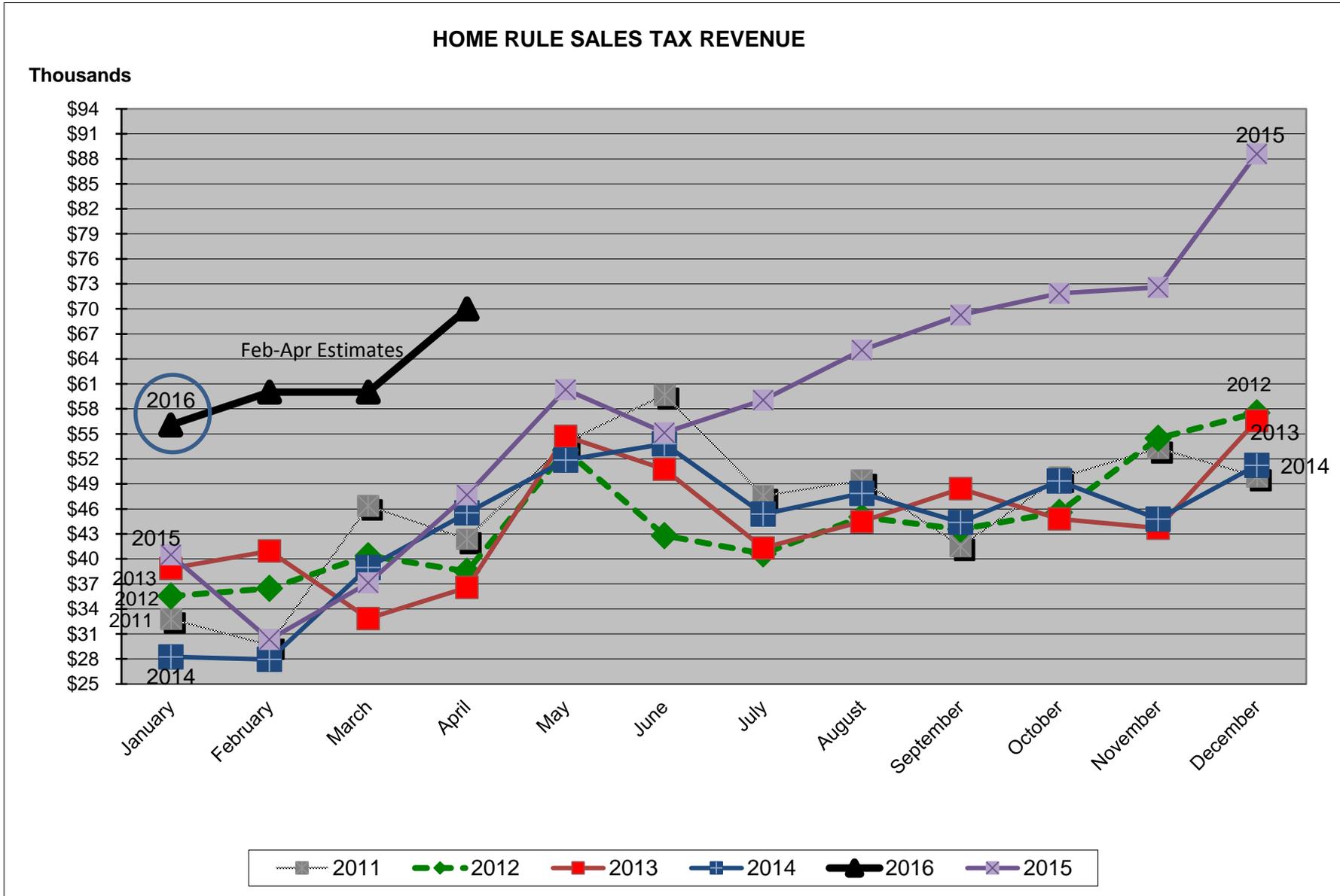
Sales Tax Revenue (non-home rule 1% and local use tax) is shown in table format on the next page with monthly revenues for FY16, FY15, and FY14. This chart reflects the May 2015-January 2016 revenues for FY16 which are \$239,777 or 12.6% greater than the same period in 2014-15. The FY15 sales taxes of \$2,533,246 are \$272,370 or 12% greater than FY14. The chart on page 3 shows the non-home rule sales tax by month for the calendar years 2009 through January 2016 **with estimates for February-April 2016** as these numbers have not been reported to the municipalities at this time.

Liability Month	FY2015-16 Revenue (A)	FY2014-15 Revenue (B)	\$ Change FY15 to FY16 (A-B)	FY2013-14 Revenue (C)	\$ Change FY14- FY15 (B-C)
May 2015	\$ 230,253	\$ 214,330	\$ 15,923	\$ 208,839	\$ 5,491
June	\$ 221,167	\$ 207,740	\$ 13,427	\$ 198,781	\$ 8,959
July	\$ 231,558	\$ 235,549	(\$ 3,991)	\$ 193,135	\$ 42,414
August	\$ 237,694	\$ 210,817	\$ 26,877	\$ 186,436	\$ 24,381
September	\$ 229,733	\$ 189,923	\$ 39,810	\$ 191,150	(\$ 1,227)
October	\$ 243,811	\$ 191,588	\$ 52,223	\$ 203,927	(\$ 12,339)
November	\$ 261,349	\$ 216,524	\$ 44,825	\$ 201,292	\$ 15,232
December	\$ 274,963	\$ 229,680	\$ 45,283	\$ 228,777	\$ 903
January 2016	\$ 207,309	\$ 201,909	\$ 5,400	\$ 128,878	\$ 73,031
February		\$ 184,808		\$ 140,358	\$ 44,450
March		\$ 219,534		\$ 174,087	\$ 45,447
April		\$ 230,844		\$ 205,216	\$ 25,628
FY Total	\$2,137,837	\$2,533,246	\$ 239,777	\$2,260,876	\$ 272,370
FY Monthly Average	\$ 237,537	\$211,104		\$188,406	

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 home rule sales tax revenue for May 2015-January 2016 of \$597,949 is \$168,804 or 39% higher than the same period in 2014-15. The FY2015 home rule sales taxes of \$544,272 are \$18,839 or 3.6% more than FY14 revenue. The chart on page 4 shows the home rule sales tax by month for the calendar years 2009 through January 2016 **with estimates for February-April 2016**.

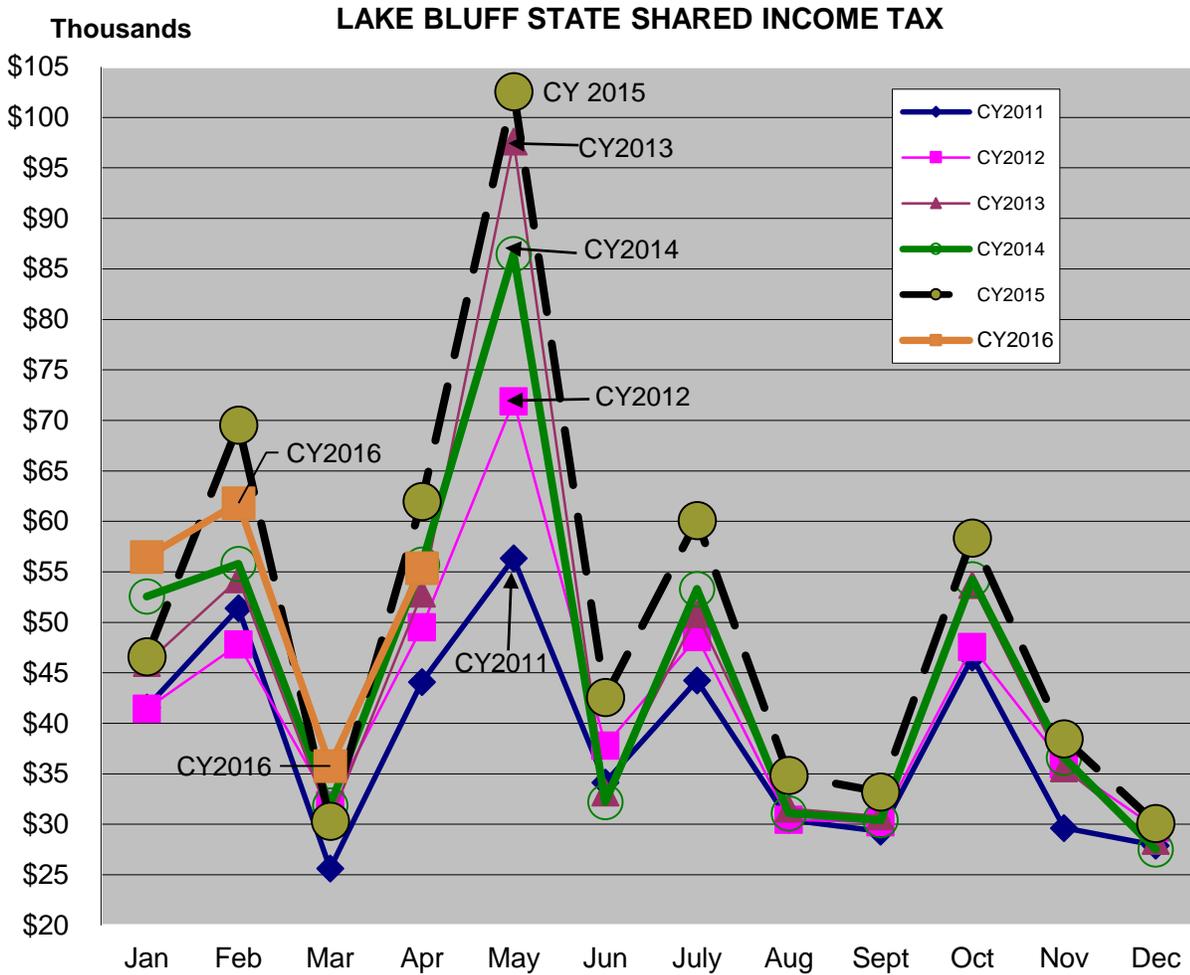
Home Rule Sales Tax By Liability Month	FY2015-16 Revenue (A)	FY2014-15 Revenue (B)	\$ Change FY15 to FY16 (A-B)	FY2013-14 Revenue (C)	\$ Change FY14 to FY15 (B-C)
May 2015	\$ 60,325	\$ 51,864	\$ 8,461	\$ 54,714	(\$ 2,850)
June	\$ 55,143	\$ 53,809	\$ 1,334	\$ 50,760	\$ 3,049
July	\$ 59,056	\$ 45,382	\$13,674	\$ 41,299	\$ 4,083
August	\$ 65,060	\$ 47,867	\$17,193	\$ 44,476	\$ 3,391
September	\$ 69,262	\$ 44,378	\$24,884	\$ 48,429	(\$ 4,051)
October	\$ 71,862	\$ 49,349	\$22,513	\$ 44,804	\$ 4,545
November	\$ 72,579	\$ 44,780	\$27,799	\$ 43,688	\$ 1,092
December	\$ 88,604	\$ 51,229	\$37,375	\$ 56,579	(\$ 5,350)
January 2016	\$ 56,058	\$ 40,487	\$15,571	\$ 28,248	\$ 12,239
February		\$ 30,334		\$ 27,948	\$ 2,386
March		\$ 37,121		\$ 38,973	\$ (1,852)
April		\$ 47,672		\$ 45,515	\$ 2,157
FY Total	\$597,949	\$544,272	\$168,804	\$525,433	\$ 18,839
FY Monthly Average	\$ 66,439	\$ 45,356		\$ 43,786	





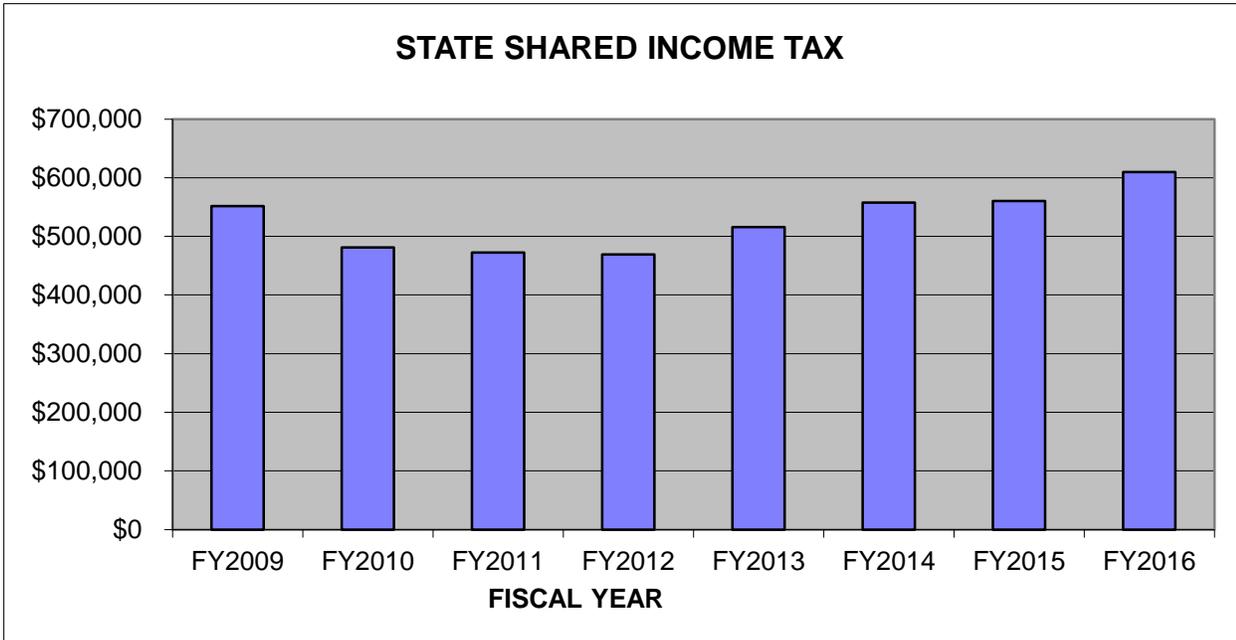
Other Taxes category encompasses state income, personal property replacement, and the demolition tax.

The actual income tax revenue for May 2015-April 2016 (FY16) at \$609,807 is 8.8% higher than the same period in FY15 at \$560,382. Below is a chart showing the income tax revenues by month from January 2011-April 2016.



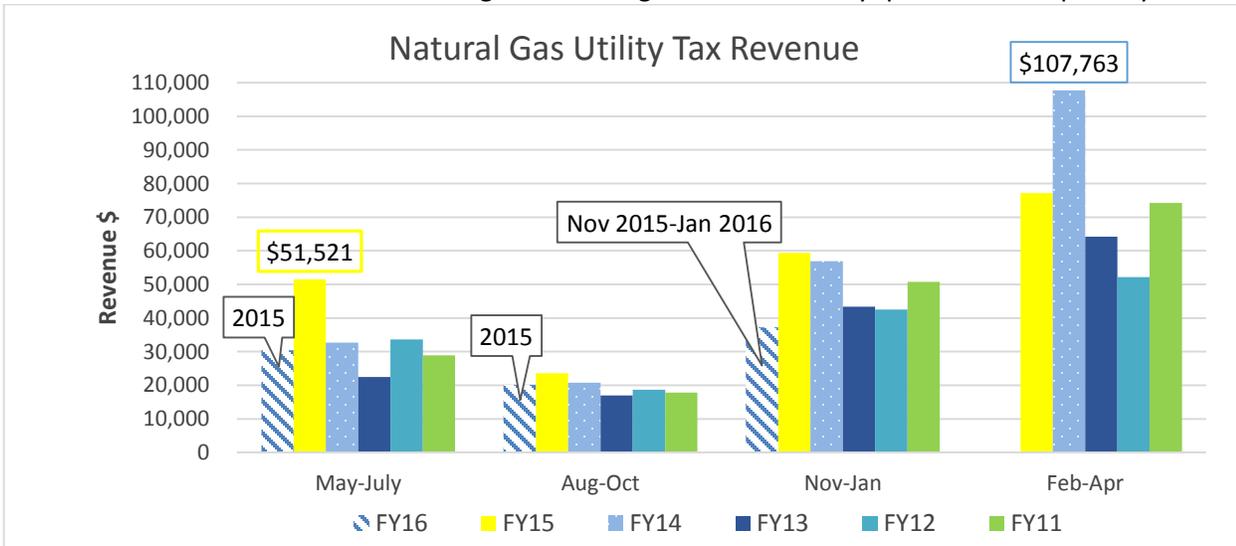
According to the Illinois Municipal League, the 36% jump in the May 2013 receipts were an aberration caused partly by individuals and corporations reporting capital gains income in anticipation of significant changes in Federal tax policy. The revenue for May 2015 is \$102,570 or 5% more than May 2013. Again this could be an increase in capital gains.

The following page shows a bar graph of the income tax revenue by fiscal year for FY09-FY16. Fiscal year 2016 total revenue of \$609,807 is the highest year in over 20 years. 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. No word yet with any conclusive plans regarding changes to the municipal share as the State still has not approved a FY2015-16 budget.



Utility Taxes category is comprised of a tax on electric, natural gas, and telecommunications usage. The tax is 5% of the distribution, supply, furnishing or sale of natural gas and electricity consumed within the Village with the electric tax being based on tiers of kilowatt hours usage. The telecommunications tax is 5% of the gross charge for the act or privilege of originating or receiving telecommunications in the Village and all services rendered in connection therewith.

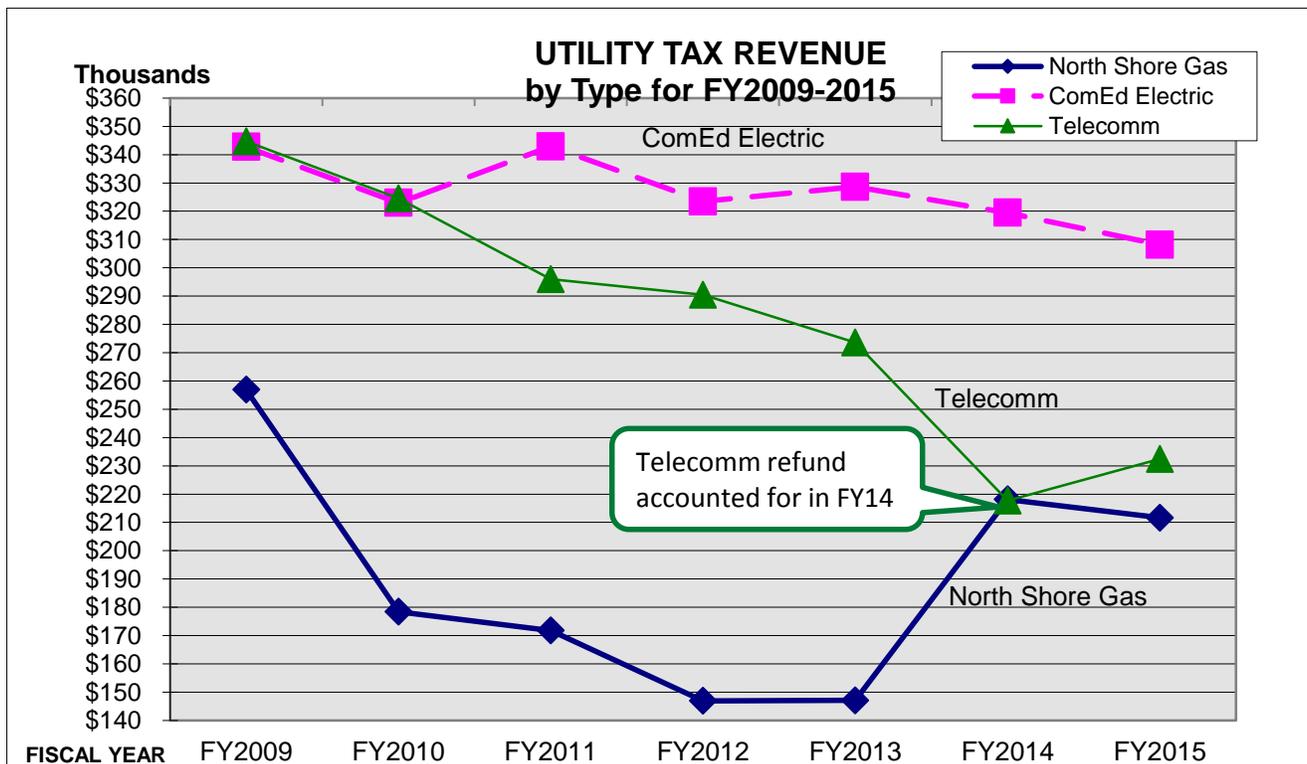
North Shore Gas utility tax revenues are received quarterly in June (for February-April), September (for May-July), December (for August-October), & March (for November-January). The FY15 taxes are \$211,628 or 3% less than FY14. The FY14 taxes are \$218,129 which is \$71,057 or 48% greater than FY13. 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! May-July 2015 tax of \$30,411 is consistent with the same quarters in previous years, except for 2014. The August-October 2015 tax of \$20,059 is slightly less than the prior year. The November 2015-January 2016 tax of \$37,234 is 37% less than the same period the prior year consistent with the low fuel prices and mild winter weather. Below is a chart showing the natural gas tax revenues by quarter for the past 5 years.



ComEd electric tax actual revenue for May 2015-March 2016 (FY16) at \$287,638 is 0.7% greater than \$285,580 for the same period in 2014-15. 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 May 2015-January 2016 revenue of \$170,233 is 2.6% less than the same period in 2014 of \$174,761. In April 2013 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 involved proceeds that were distributed to local governments. The Village's portion of the recovery of distributions was \$32,792. While the State recovered these funds over an equal amount each month for a year during FY15, 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 FY15 revenue is \$231,348 compared to \$217,745 for FY14 (after taking into account the refundable adjustment noted above) which represents a 6.2% increase.

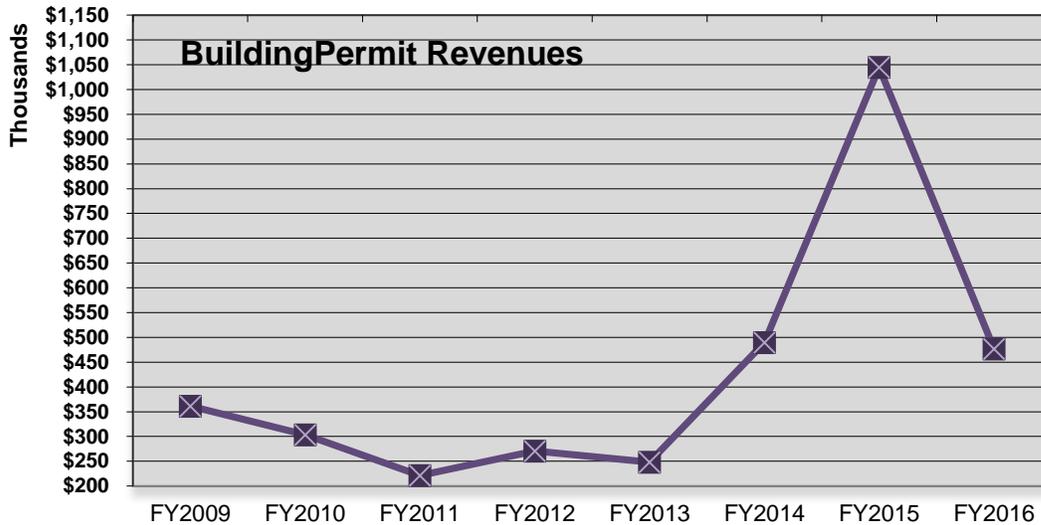
Below is a chart showing the telecommunications (from various sources), ComEd electric, and the North Shore natural gas utility taxes by fiscal year. Upon review of this chart, it is clear that all three of these revenue sources are well below their pre-2008-2009 amounts. Given the more efficient appliances, consumer conservation habits, and the lower price of fuel, projections are that this source will not likely rise to those levels in the next five years.



Building Permit revenue for FY2016 is \$476,781 compared to \$1,049,229 for FY15. While the FY16 budget was reduced to account for the decline in commercial redevelopment projects; this represents 72% of the FY16 annual building permit projected revenue. Unfortunately, the revenues did not meet my lowered FY16 projection from \$660,000 to \$500,000 as some anticipated building permits are not expected before May 1st

and overall construction values are down. FY15 ended the year 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 through FY2016.



Sewer charge revenue for FY16 of \$164,812 is \$2,010 or 0.5% less than FY15 before the accrual for unbilled consumption (recorded at the end of each fiscal year). Total FY15 revenues of \$163,997 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 FY16 expenditures of \$8.68 million are \$135,627 or 1.6% more than FY15 and represent 86% of the budget compared to 89% of the budget last fiscal year. However, the FY16 total expenditures do not include accrual of all accounts payable (unpaid bills) still to be recorded in FY16. Police Records division costs are less than last year because the Village had internal dispatch services until September 2014. Crossing guards division has been moved to the Police Records division in FY16. The decrease in Fire department expenditures is attributed the purchase in FY15 of diesel exhaust systems for the fire engines in the amount of \$44k (paid for with an AFG grant.) Street division expenditures and capital spending is up \$615k over last year due to the road paving projects (of \$744k.)

FY16 General Fund capital projects *budget* includes: \$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. Refunding bond interest is paid in June and December with the principal payment in December each year.

Water Fund Revenues:

The Water sales in dollars for FY16 is 0.4% or \$5k higher than the same period in FY15 before accounting for unbilled consumption. Billed consumption was 161.814 million gallons (mg) for FY16 compared to 164.719 mg for FY15. The decrease in billed consumption of 2.905 mg reduced the revenue by \$20k but the rate increase added \$24k to the sales revenue. Hydrant usage water consumption, late fees, and customer charges account for the additional \$1k increase. The water rate was changed on May 1, 2015 from \$6.80 to \$6.95 per thousand gallons of water consumed.

Water Purchases:

Water purchases for May 2015-April 2016 are 229.385 mg compared to 233.005 mg for the same period in FY15. Effective May 1, 2015, CLCJAWA increased the wholesale water rate from \$2.60 to \$2.68 per 1,000 gallons of water purchased. The decline in water purchased of 3.62 mg accounted for \$9.7k in less cost but the increase in the rate added \$18.4k to the expense for a net difference of \$8.7k (1.5% increase) in water purchase expense in FY16 compared to FY15.

The water billing system is currently being examined to determine the reason for the substantial difference between the water purchases decrease of 3.62 mg compared to the water sales decrease of 2.905 mg. An internal billing audit did not uncover any billing discrepancies; however, PW has located some leaks in the water mains and is continuing to assess the physical infrastructure to find and correct system breaks causing this unacceptable gap. An engineering firm is being engaged to provide professional assistance in locating leaks.

Special Revenue, Capital Projects, and Debt Service Funds:

The revenues and expenditures for these funds are consistent with their specified purpose. The IMRF Fund expenditures increased by \$194k in January due to the accelerated pension payment pursuant to Public Act 97-0609 requiring employers to pay that portion of the present value of a pension attributable to “earnings increases” within the final rate of earnings period (highest consecutive 48 months) which exceed the greater of 6% or 1.5 times the increase in the CPI-Urban. “Earnings increases” include payouts at retirement of accrued vacation, holiday and a portion of unused sick time. 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.

State Finds Error in Municipal Personal Property Replacement Tax Disbursements

Personal Property Replacement Taxes (PPRT) are revenues collected by the State and paid to local governments to replace money that was lost when their powers to impose personal property taxes on corporations, partnerships, and other business entities were abolished in the 1970 Constitution. Effective January 1, 2009 Public Act 95-707 required S-corporations, partnerships and trusts to make Illinois income tax payments on behalf of non-resident shareholders, partners, and beneficiaries. These payments are known as “pass-through” withholding and are not distributed to the PPRT Fund. Public Act 98-478 became effective January 1, 2014 in order to allow for a refund on the tax returns if the taxpayer over-withheld for its owners and it eliminated some forms to make the payment and filing process simpler for taxpayers. Most of the replacement tax revenue is paid by C-corporations; these entities do not pay pass-through withholding. Unfortunately, the State misclassified the pass-through withholding payments from S-corporations, partnerships and trusts as replacement taxes rather than as income taxes due to confusion caused by a Department of Revenue tax system change.

An estimated \$168 million of income tax was misclassified as replacement tax for tax years 2014 and 2015 resulting in an overpayment to 6,500 districts. This represents approximately 6% of total distributions. The Department of Revenue is in the process of reconciling the information for tax year 2014. Tax year 2015 reconciliations will be performed as tax returns are submitted through the October 2016 filing extension date. The estimate for Lake Bluff's share of replacement tax overpayments is \$7,122. These funds are shared between the General, Police Pension, IMRF, and FICA Funds as required by law. The Village allocates 72.5% to the General Fund with 11% to Police Pension, 9% to FICA, and 7.5% to IMRF. PPRT revenue was \$59,584 in FY14 and \$58,135 in FY15. It is expected that the State will announce the repayment plan by 2017.

Finance Committee Meeting and Joint COW/Police Pension Board Meeting

The Finance Committee met on Monday, April 25, 2016 at 6:00 PM to review the ERP (accounting, utility billing and building permit) software selection and implementation; to receive a status update on the water automated meter reading system upgrade; and to discuss a policy for the waiver of building permit fees for other governmental agencies and not-for-profit organizations.

A Joint Village Board Committee of the Whole and Police Pension Board meeting is scheduled for Monday, May 9, 2016 at 6:00 PM to discuss the pension plan actuarial valuation assumptions with the actuary, Kathleen Manning, Principal with MWM Consulting. Ms. Manning will provide information that will be distributed to the Boards on Friday, May 6th.

04-May-16

Village of Lake Bluff
Treasury Report

EXHIBIT A1

For the Month Ending April 30, 2016

Fund Name	#	Beginning Cash Balance	Cash Receipts	Disbursements		Inter-Fund Transfers/ Other Transaction	April 2016 Ending Cash Balance
				Acct. Pay/EFT	Gross Payroll Pension Benefits		
General	1	6,579,828.18	579,959.78	257,855.85	241,548.12	(259,000.00)	6,401,383.99
IMRF	7	32,421.47	1,010.98	19,359.43			14,073.02
Foreign Fire Tax	10	34,623.91					34,623.91
Social Security	14	142,937.23	1,130.03	18,993.70			125,073.56
Motor Fuel Tax	29	287,933.45	23,598.70				311,532.15
E911	32	263,432.01	5,911.39	4,059.53			265,283.87
2006 G.O. Bonds	37	715.40					715.40
Special Serv	38	13,437.86	9.11				13,446.97
Capital Improve	42	13,770.32	9.33				13,779.65
Redevelopment	43	94,322.28	66.51	1,301.50			93,087.29
Vehicle Replace	45	701,722.95	1,366.56			274,000.00	977,089.51
Water Fund	46	969,776.82	73,166.00	68,925.56	15,071.10	(15,000.00)	943,946.16
Train Wreath	61	1,796.50	1.22				1,797.72
Subtotal		\$ 9,136,718.38	\$ 686,229.61	\$ 370,495.57	\$ 256,619.22	\$ -	\$ 9,195,833.20
Police Pension (a)	62	8,883,015.38	33,236.73	2,415.00	63,736.64		8,850,100.47
Total		\$ 18,019,733.76	\$ 719,466.34	\$ 372,910.57	\$ 320,355.86	\$ -	\$ 18,045,933.67

04-May-16

Village of Lake Bluff
Treasury Report

EXHIBIT A2

As of April 30, 2016

Fund Name	#	Checking	Savings/	IL Funds	Certificates	Corporate	Federal Gov't	Mutual Funds	April 30, 2016
		Accounts	Money Market		of Deposit		& Municipal	Stocks/Equities	Total Cash & Investments
		Max Safe LF Bnk			(a)	Bonds	Obligations	(a)	
General	1	2,477,885.60	0.00	1,456,545.17	2,466,953.22				6,401,383.99
IMRF	7			14,073.02					14,073.02
Foreign Fire Tax	10	34,623.91							34,623.91
Social Security	14			125,073.56					125,073.56
Motor Fuel Tax	29			311,532.15					311,532.15
E911	32			265,283.87					265,283.87
2006 G.O. Bond	37			715.40					715.40
Special Serv	38			13,446.97					13,446.97
Capital Improve	42			13,779.65					13,779.65
Redevelopment	43			93,087.29	0.00				93,087.29
Vehicle Replace	45			709,376.90	267,712.61				977,089.51
Water Fund	46	572,535.39		371,410.77	0.00				943,946.16
Train Wreath	61			1,797.72					1,797.72
Subtotal		\$ 3,085,044.90	\$ -	\$ 3,376,122.47	\$ 2,734,665.83	\$ -	\$ -		\$ 9,195,833.20
Police Pension	62	82,182.62	602,447.59		40,000.00	1,919,808.26	2,281,514.84	3,924,147.16	8,850,100.47
Total		\$ 3,167,227.52	\$ 602,447.59	\$ 3,376,122.47	\$ 2,774,665.83	\$ 1,919,808.26	\$ 2,281,514.84	\$ 3,924,147.16	\$ 18,045,933.67

(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, 2015. The investments have not been marked to market as of April 30, 2016 as of this report. The Police Pension Fund is the only fund allowed to invest in equities.

#	Certif Nbr	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	(1,015,362.25)	\$1,471.12	\$0.00	\$0.00	
	35550-6	505,578.10	0.075%	02/08/15	11/05/15	(505,858.66)	\$280.56	\$0.00	\$0.00	
	35549-9	502,806.26	0.075%	02/12/15	08/07/15	(502,992.25)	\$185.99	\$0.00	\$0.00	
	35549-10	502,992.25	0.075%	08/07/15	02/03/16	(503,178.32)	\$186.07	(\$0.00)	(\$0.00)	
	35551-5	1,015,362.25	0.095%	09/02/15	09/02/16		\$481.06	\$1,015,843.31	\$1,015,843.31	
	35550-7	505,858.66	0.075%	11/05/15	08/01/16		\$124.75	\$505,983.41	\$505,983.41	
	35549-11	503,178.32	0.075%	02/03/16	08/01/16		\$31.02	\$503,209.34	\$503,209.34	
SUBTOTAL INVESTMENTS--NORTHERN TRUST BANK								\$2,025,036.06	\$2,025,036.06	\$0.00
PRIVATE BANK - LAKE FOREST										
	52027-13	134,730.55	0.15%	7/8/2014	9/8/2015	(134,970.43)	\$239.88	(\$0.00)	(\$0.00)	
	52027-14	134,970.43	0.15%	9/8/2015	11/8/2016		\$102.37	\$135,072.80	\$135,072.80	
SUBTOTAL INVESTMENTS--PRIVATE BANK								\$135,072.80	\$135,072.80	
LAKE FOREST BANK & TRUST										
	51371-31	460,514.35	0.15%	03/29/15	09/29/15	(460,862.68)	\$348.33	\$0.00	\$0.00	\$0.00
	51371-32	460,862.68	0.15%	09/29/15	03/29/16	(461,207.49)	\$344.81	\$0.00	\$0.00	\$0.00
	51371-33	461,207.49	0.15%	03/29/16	09/29/16		\$58.76	\$461,266.25	\$307,738.84	\$153,527.41
SUBTOTAL INVESTMENTS--LAKE FOREST BANK & TRUST								\$461,266.25	\$307,738.84	\$153,527.41
FIRST BANK & TRUST OF EVANSTON										
	601724631-16	113,948.63	0.325%	08/05/14	08/06/15	(114,319.52)	\$370.89	\$0.00		\$0.00
	601724631-17	114,319.52	0.325%	08/06/15	08/05/16		\$248.61	\$114,568.13		\$114,568.13
SUBTOTAL INVESTMENTS--FIRST BANK/EVANSTON								\$114,568.13	\$0.00	\$114,568.13
TOTAL INVESTMENTS -- CURRENT BALANCE								\$2,735,943.24	\$2,467,847.70	\$268,095.54

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending April 30, 2016

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	\$ 2,884,644	\$ 2,910,404	99.1%	\$ 2,836,804	100.5%	\$ 2,822,922
	Sales Taxes	2,846,361	2,703,840	105.3%	2,538,673	117.0%	2,169,000
	Home Rule Sales Tax	757,950	707,840	107.1%	514,270	93.4%	550,800
	North Chicago Sales tax share	50,877	6,000	848.0%	-	---	10,810
	Utility Taxes	619,671	729,945	84.9%	751,123	105.3%	713,440
	Other Taxes	820,345	707,050	116.0%	759,411	112.8%	673,265
	Vehicle Licenses	129,963	135,250	96.1%	133,520	97.3%	137,200
	Building Permits	476,781	660,000	72.2%	1,049,229	135.4%	775,000
	Demolition Permits	19,289	33,200	58.1%	81,638	326.6%	25,000
	Other Licenses & Permits	206,463	189,410	109.0%	200,636	106.3%	188,735
	Sewer Charge	164,812	176,000	93.6%	163,997	88.6%	185,000
	Services & Fees	30,295	29,475	102.8%	42,200	133.3%	31,660
	Fines	113,467	95,100	119.3%	126,237	151.2%	83,500
	Interest Earnings	12,309	12,000	102.6%	9,155	76.3%	12,000
	Grants	3,072	297,000	1.0%	52,144	30.7%	170,000
	Sale of Property	-	-	---	5,000	---	-
	Miscellaneous Revenue	428,871	380,402	112.7%	391,170	106.6%	366,992
	Operating Transfers In	-	-	---	-	---	-
Total Revenues		\$ 9,565,169	\$ 9,772,916	97.9%	\$ 9,655,206	108.3%	\$ 8,915,324
Expenditures							
	Administration	\$ 1,061,782	\$ 1,393,173	76.2%	\$ 1,084,625	70.8%	\$ 1,531,180
	Finance	527,517	470,225	112.2%	500,178	106.8%	468,265
	Community Development	320,549	331,620	96.7%	335,041	96.4%	347,390
	Boards & Commissions	43,581	72,200	60.4%	49,113	80.7%	60,840
	Village Hall	42,893	113,350	37.8%	54,754	59.2%	92,500
	Village Properties/Vacant Land	3,509	7,150	49.1%	4,464	124.0%	3,600
	<i>Total Administration</i>	\$ 1,999,831	\$ 2,387,718	83.8%	\$ 2,028,175	81.0%	\$ 2,503,775
	Police Sworn	\$ 2,927,596	\$ 2,822,935	103.7%	\$ 2,697,452	99.2%	\$ 2,720,130
	Police Records	382,200	484,583	78.9%	592,027	82.5%	717,550
	Crossing Guards	0	-	---	9,749	101.5%	9,600
	Fire	569,594	733,149	77.7%	671,078	87.4%	767,975
	Public Safety Building	68,393	85,550	79.9%	219,167	217.5%	100,750
	<i>Total Public Safety</i>	\$ 3,947,783	\$ 4,126,217	95.7%	\$ 4,189,472	97.1%	\$ 4,316,005
	Streets, Lighting	\$ 1,407,126	\$ 1,918,100	73.4%	\$ 1,009,214	98.2%	\$ 1,027,730
	Sanitation	628,383	603,575	104.1%	581,900	94.2%	617,610
	Forestry	161,100	187,827	85.8%	138,901	74.4%	186,735
	Parks/Parkways/Ravines	128,410	222,385	57.7%	94,338	50.3%	187,585
	Sewers	236,971	489,865	48.4%	335,665	60.9%	551,530
	Public Works Facility	83,319	53,525	155.7%	85,145	81.8%	104,135
	Commuter Station	86,291	88,928	97.0%	80,776	88.1%	91,725
	<i>Total Public Works</i>	\$ 2,731,600	\$ 3,564,205	76.6%	\$ 2,325,939	84.1%	\$ 2,767,050
Total Expenditures		\$ 8,679,214	\$ 10,078,140	86.1%	\$ 8,543,587	89.1%	\$ 9,586,830

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending April 30, 2016

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	\$ 3,935,999	\$ 3,963,444	99.3%	\$ 3,872,624	95.5%	\$ 4,056,855
	Contractual & Commodities	2,623,744	2,870,203	91.4%	2,763,588	91.6%	3,016,610
	Interfund Transfers Out	1,175,475	1,159,643	101.4%	1,292,091	99.3%	1,301,215
	Contingency	-	200,000	0.0%	-	0.0%	300,000
	Total Operating Expenditures	\$ 7,735,218	\$ 8,193,290	94.4%	\$ 7,928,303	91.4%	\$ 8,674,680
	Capital & Land Acquisition	943,997	1,884,850	50.1%	615,284	67.5%	912,150
	Total Expenditures	\$ 8,679,214	\$ 10,078,140	86.1%	\$ 8,543,587	89.1%	\$ 9,586,830

FUND NAME: WATER

Revenues

	Water Sales	\$ 1,186,994	\$ 1,365,120	87.0%	\$ 1,181,893	89.4%	\$ 1,322,500
	Connection Fees	28,800	22,000	130.9%	29,162	24.2%	120,375
	Meter Sales	6,708	6,500	103.2%	15,902	405.2%	3,925
	Other Fees	2,500	150	1666.7%	100	----	-
	Interest Earnings	2,715	2,000	135.8%	2,455	102.3%	2,400
	Miscellaneous Revenue	473	450	105.1%	449	89.8%	500
	IRMA Surplus Credit	-	3,000	0.0%	-	----	2,700
	Interfund Operating Transfr	-	-	----	-	----	-
	Total Revenues	\$ 1,228,190	\$ 1,399,220	87.8%	\$ 1,229,961	84.7%	\$ 1,452,400

Expenses

	Salaries & Benefits	\$ 284,140	\$ 256,281	110.9%	\$ 233,235	85.9%	\$ 271,445
	IMRF	16	25,200	0.1%	39,907	163.2%	24,450
	FICA/Medicare	-	13,900	0.0%	-	0.0%	15,325
	Water Purchases	614,751	628,125	97.9%	649,702	107.6%	603,840
	Contractual & Commodities	124,247	96,845	128.3%	118,647	123.8%	95,845
	Debt Interest Payment ^a	53,544	219,044	0.0%	84,158	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	16,562	40,000	41.4%	14,190	----	139,182
	Total Expenses before Depreciation	\$ 1,093,260	\$ 1,644,395	66.5%	\$ 1,139,838	62.9%	\$ 1,812,431
	Depreciation Expense	-	-	-	-	-	-
	Total Expenses After Depreciation	\$ 1,093,260	\$ 1,644,395	66.5%	\$ 1,139,838	62.9%	\$ 1,812,431

^a Debt principal payment is adjusted from expense to a reduction in the Bonds Payable on the balance sheet in April each year.

VILLAGE OF LAKE BLUFF
 REVENUE AND EXPENDITURE REPORT
 For period ending April 30, 2016

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		\$ 154,503	\$ 153,790	100.5%	\$ 154,144	100.0%	\$ 154,100
Expenditures	IMRF on Water Salaries in Water Fund	\$ 366,467	\$ 158,250	231.6%	\$ 190,896	98.3%	\$ 194,205

FUND NAME: SOCIAL SECURITY

Revenues		\$ 195,246	\$ 194,050	100.6%	\$ 183,997	102.5%	\$ 179,565
Expenditures	FICA on Water Salaries chg to Wtr Fnd	\$ 246,356	\$ 245,525	100.3%	\$ 240,422	103.0%	\$ 233,460

FUND NAME: SPECIAL FIRE INS TAX

Revenues		\$ 28,214	\$ 27,415	102.9%	\$ 26,105	107.1%	\$ 24,368
Expenditures		\$ 17,825	\$ 31,700	56.2%	\$ 32,283	112.1%	\$ 28,800

FUND NAME: MOTOR FUEL TAX

Revenues & Transfers In from General		\$ 144,689	\$ 171,045	84.6%	\$ 374,853	109.6%	\$ 342,045
Expenditures		\$ -	\$ -	----	\$ 482,264	98.4%	\$ 490,000

FUND NAME: E911 SURCHARGE

Revenues		\$ 67,291	\$ 78,530	85.7%	\$ 82,724	110.7%	\$ 74,730
Expenditures		\$ 8,787	\$ 141,942	6.2%	\$ 201,058	73.6%	\$ 273,177

FUND NAME: VEHICLE/EQUIP REPLACE

Revenues & Transfers In		\$ 271,957	\$ 279,300	97.4%	\$ 329,770	94.9%	\$ 347,400
Capital Equipment Expenditures		\$ 85,933	\$ 194,750	44.1%	\$ 206,545	117.6%	\$ 175,626

FUND NAME: REDEVELOPMENT PROGRAM

Revenues & Transfers In		\$ 166	\$ 10	1660.0%	\$ 196,175	----	\$ -
Expenditures		\$ 118,128	\$ 95,000	124.3%	\$ 204,655	113.7%	\$ 180,000

Revenues from this account are reimbursements for grants for the Route 41/176 Interchange project.

FUND NAME: 2012 REFUNDING BONDS

Revenues & Transfers In from General Fund		\$ 253,792	\$ 254,293	99.8%	\$ 255,862	100.0%	\$ 255,900
Expenditures - Bond Payments		\$ 253,792	\$ 254,293	99.8%	\$ 255,862	99.8%	\$ 256,363

FUND NAME: POLICE PENSION TRUST

Additions		\$ 1,018,260	\$ 976,295	104.3%	\$ 1,207,415	114.4%	\$ 1,055,315
Deductions		\$ 1,072,873	\$ 851,700	126.0%	\$ 831,280	94.9%	\$ 875,947

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

Agenda Item: 11

Subject: AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
CONCERNING RESIDENTIAL POOL HOUSES

Action Requested: SECOND READING CONSIDERATION (Roll Call Vote)

Originated By: EDWARD FIORENTINO AND VILLAGE OF LAKE BLUFF (Co-Petitioners)

Referred To: PLAN COMMISSION & ZONING BOARD OF APPEALS

Summary of Background and Reason For Request:

On January 23, 2016 the Village received a zoning application from Mr. Ed Fiorentino, property owner of 611 Lansdowne Lane, requesting:

- i. A text amendment to the Zoning Code establishing residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village's Residence Districts; and
- ii. A Special Use Permit to maintain and operate a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane physical fitness facility at the Property.

The Property Owner is requesting this text amendment because the Village's current zoning regulations do not allow accessory structures, such as a pool house, to have heat, light and shower facilities. The purpose of such a provision helps to control density by limiting the number of dwellings in residential districts to one per lot. This concept has been discussed internally by Village Staff as an amenity to allow changing into bathing wear, resting, and storage of swimming pool equipment, provided that it is not used for overnight stays, and Staff respectfully requests the Village adjoin the petition and serve as Co-Petitioner. As a result it has been the past practice of the Village Board to waive the zoning application fee of \$750.

At the conclusion of the public hearing on April 20th the Plan Commission and Zoning Board of Appeals (PCZBA) unanimously voted to recommend the Village Board approve: i) a text amendment to the Zoning Code establishing residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village's Residence Districts; and ii) a Special Use Permit to maintain and operate a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane. The Village Board approved first reading of the ordinance at its meeting on April 25, 2016.

Mr. Chris Derrick, architect and representative of the property owner, will be in attendance, as well as Village Staff, to answer questions from the Board.

Reports and Documents Attached:

1. Ordinance Amending the Text of the Zoning Code Establishing Pool Houses that Have Heat, Light, and Bathing or Shower facilities as a Special Use in Residence Districts; and
2. PCZBA Staff Report (with attachments) Dated April 15, 2016.

PCZBA's Recommendation: Approval of the ordinance.

Village Administrator's Recommendation: Consider second reading of the ordinance.

Date Referred to Village Board: 5/9/ 2016

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
CONCERNING RESIDENTIAL POOL HOUSES**

Passed by the Board of Trustees, _____, 2016

Printed and Published, _____, 2016

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

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

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

Village Clerk

ORDINANCE NO. 2016-__

AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
CONCERNING RESIDENTIAL POOL HOUSES

WHEREAS, Title 10 of the Lake Bluff Municipal Code, as amended ("**Zoning Regulations**") establishes, among other things, regulations governing the use of accessory structures; and

WHEREAS, pursuant to subsection 10-5-9G of the Zoning Regulations, a property within a residential zoning district is not permitted to have a residential pool house with heat, light, and bathing or shower facilities; and

WHEREAS, pursuant to Section 10-2-9 of the Zoning Regulations, an application for an amendment to the Zoning Regulations was jointly filed by Ed Fiorentino, owner of the property commonly known as 611 Lansdowne Lane, Lake Bluff, Illinois, and the Village (collectively, "**Applicant**") seeking amendments to Sections 10-1-1, 10-5-9, and 10-13-3 of the Zoning Regulations to permit the construction of residential pool houses with heat, light, and bathing or shower facilities on property located in residential zoning districts provided that a property owner obtain from the Village a special use permit pursuant to Section 10-4-2E of the Zoning Regulations (collectively, "**Amendments**"); and

WHEREAS, the Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") conducted public hearings to consider the Amendments on February 17, March 16, and April 20, 2016, pursuant to proper notice thereof published in the *Lake County News Sun* and, on April 20, 2016, recommended that the Board of Trustees adopt the Amendments; and

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

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

Section 1. Recitals.

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

Section 2. Public Hearing.

A public hearing on the Amendments was duly advertised on or before February 1 and April 4, 2016 in the *Lake County News-Sun*. The public hearing was held by the PCZBA on February 17, March 16, and April 20, 2016 and, on April 20, 2016, the PCZBA recommended that the Board of Trustees adopt the Amendments.

Section 3. Amendments to Section 10-1-2 of the Zoning Regulations.

Section 10-1-2, entitled "Definitions," of Chapter 1, entitled "Interpretation, Purpose and Conflict," of Title 10, entitled "Zoning Regulations," of the Lake Bluff Municipal

Code, is hereby amended in the following respects [additions are **bold and double-underlined**; deletions are struck through]:

"10-1-2: DEFINITIONS:

For the purpose of this title, the following terms, phrases, and words shall have the meanings given herein:

ACCESSORY STRUCTURE OR USE: A structure or use that is:

- A. Subordinate in extent and purpose to and serves a principal structure or use;
- B. Customarily found as an incident to a principal structure or use;
- C. Contributes to the comfort, convenience, or necessity of those occupying, working at, or being served by a principal structure or use;
- D. Located in its entirety on the same lot as a principal structure or use;
- E. Under the same ownership and control as a principal structure or use; and
- F. Typically, without limitation, a garage, carport, shed, storage building, garden house, private greenhouse, swimming pool, hot tub or spa, **residential pool house**, children's play equipment and playhouses, basketball hoop or other fixed piece of sports equipment, but not including exterior heating, air conditioning, or ventilation units."

* * *

RESIDENTIAL POOL HOUSE: An accessory building to a residence that serves as an amenity to an existing swimming pool and may be used for such purposes as, without limitation, changing into bathing wear, resting, and storage of swimming pool equipment, provided that it is not used for overnight stays.

* * *

Section 4. Amendments to Section 10-5-9 of the Zoning Regulations.

Section 10-5-9, entitled "Accessory Buildings and Structures," of Chapter 5, entitled "Residence Districts," of Title 10, entitled "Zoning Regulations, of the Lake Bluff Municipal Code, is hereby amended as follows [additions are **bold and double-underlined**; deletions are struck through]:

"10-5-9: ACCESSORY BUILDINGS AND STRUCTURES:

Accessory buildings, except as otherwise permitted in this title, shall be subject to the following regulations:

- A. No accessory building or structure shall be permitted in any required front yard; provided, however, that flagpoles may be located not less than ten feet (10') from the front and side lot lines, and basketball hoops and backboards not exceeding thirteen feet (13') in height may be located so that no portion of such structure (including the backboard) extends beyond the front lot line or within five feet (5') of the side lot line.
- B. Where an accessory building or structure is structurally attached to a principal building, the accessory structure shall be subject to, and must comply with, all regulations of this title applicable to the principal building. An accessory building connected to a principal building via an open walled covered walkway shall be considered to be structurally attached to the principal building. For purposes of this subsection, a walkway shall be deemed to be "covered" if any type of building or structural support materials of any kind connect the upper half of the vertical elements of the walkway.
- C. Except as provided in subsection D of this section, an accessory building or structure shall not be located less than five feet (5') from any interior lot line or not less than five feet (5') from the rear lot line. On a corner lot, along a street line that is determined to be the side of the lot, accessory buildings and structures shall not be located less than twenty percent (20%) of the width of the lot to such street line, or less than the applicable required front yard setback or required corner lot side yard setback for a principal structure or building on the adjoining lot along the same street line, whichever distance is greater.
- D. An accessory building or structure located, in whole or in part, along that portion of the rear or side lot line that forms part of the front half of the side lot line of an adjacent lot shall not be located less than ten feet (10') from the rear or side lot line of the lot on which any such accessory building or structure is located; provided, however, that this restriction shall not apply to any accessory building or structure that is erected eighty feet (80') or more from any street bounding the block; and provided further, that in the C (R-5), B (R-4), and A (R-3) residence districts, an accessory building or structure, with neither a width nor depth exceeding ten feet (10'), nor a height exceeding ten feet (10'), may, if located entirely in the required rear yard, extend to within two and one-half feet (2.5') of the rear lot line and to within two and one-half feet (2.5') of an interior side lot line; provided, that the portions of such lot lines along which any such accessory building or structure, or any part thereof, is located, does not form the front half of an adjacent lot, and does not form the half of the lot closest to the side street for a corner lot or an adjacent corner lot. (See section 10-13-1 of this title, illustration 6A.)
- E. An accessory building or structure that is considered to be a garage, shed, greenhouse, or any other type of miscellaneous enclosed building shall not be located less than five feet (5') from any principal building, or from any structure attached to a principal building, or less

than three feet (3') from any deck attached to a principal building or structure, provided such deck is of a type specified in subsection 10-5-6B3 of this chapter.

- F. An accessory building shall not be erected prior to the establishment or construction of the principal building.
- G. Living quarters shall not be permitted in an accessory building. An accessory building or structure shall be considered to have living quarters if an accessory building or structure has heat, light, and bathing or shower facilities. **Notwithstanding anything to the contrary in this subsection, a residential pool house located in a residential zoning district shall be permitted to have heat, light, and bathing or shower facilities upon the issuance of a special use permit pursuant to subsection 10-4-2E of this title.**
- H. Accessory structures or buildings erected or altered on any lot in any zoning district that exceed one thousand (1,000) square feet in total floor area shall be subject to the principal structure setback requirements for such zoning district.
- I. No garage hereafter erected on any lot located in the R-1, R-2, R-3, R-4, or R-5 residence district shall have vehicular doors that extend along the front of the lot for a distance greater than fifty percent (50%) of the width of the principal building, or eighteen feet (18'), whichever is less.

Section 5. Amendment to the Zoning Use Table

Pursuant to Section 10-2-9 of the Zoning Regulations, the Amendment is hereby adopted and the text of Section 10-13-3 of the Zoning Regulations is hereby amended to include "residential pool house that does not have heat, light, and bathing or shower facilities" as a permitted use in the residential zoning districts, and "residential pool house that has heat, light, and bathing or shower facilities" as a special use in the residential zoning districts by inserting the following entries in correct alphabetical order as follows [additions are **bold and double-underlined**; deletions are struck through]:

Use Category	SIC Code*	ZONING DISTRICTS															
		<i>P = Permitted Use S = Special Use</i>															
		Residential									Commercial/Non-residential						
C-E	E-1	E-2	R-1	R-2	R-3	R-4	R-5	R-6	CBD	O&R	AP-1	L-1	L-2	S	R		
<u>Residential pool house that does not have heat, light, and bathing or shower facilities</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>								
<u>Residential pool house that has heat, light, and bathing or shower facilities</u>		<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>								

Section 6. Effective Date.

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

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

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

FIRST READING: April 25, 2016

SECOND READING: _____

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

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: April 15, 2016

SUBJECT: **Agenda Item #4** - Pool House Text Amendment & Special Use Permit

Applicant Information:	Ed Fiorentino and the Village of Lake Bluff (Co-Petitioners)
Purpose:	To amend the text of the Zoning Code establishing pool houses as a special use in residence districts as well as consider a request for a special use permit to allow a pool house at 611 Lansdowne Lane (Estate Residence District).
Public Notice:	<i>Lake County News Sun</i> – April 4, 2016
Applicable Land Use Regulations:	Section 10-1-2: Definition of Accessory Structures Section 10-2-9: Text amendments Section 10-4-2E: Special Use Permits Section 10-5-9G: Living Quarters as Accessory Structures

Background and Summary

Over the past several meetings the Plan Commission and Zoning Board of Appeals (PCZBA) has reviewed and discussed an application from Mr. Ed Fiorentino, property owner of 611 Lansdowne Lane, requesting a text amendment to allow pool houses with shower facilities in Residence Districts. As previously reported this concept has been discussed internally by Village Staff in the past and the Village is serving as Co-Petitioner with Mr. Fiorentino for the text amendment.

Pursuant to Section 10-5-9G of the Zoning Code bathing or shower facilities are prohibited in accessory buildings:

“Living quarters shall not be permitted in an accessory building. An accessory building or structure shall be considered to have living quarters if an accessory building or structure has heat, light and bathing or shower facilities.”

At its meeting on March 16, 2016 the PCZBA received a presentation from the property owner's representative, discussed the request, and directed Staff and Legal Counsel to prepare a draft ordinance allowing pool houses, which are accessory structures, to have heat, light and bathing or shower facilities upon the issuance of a special use permit. In addition to the proposed text amendment, the property owner is requesting a special use permit to construct and maintain a pool house that has heat, light, and bathing or shower facilities on his property.

The standards for special use permits and the guiding principles for text amendments are addressed in the zoning petition. Please disregard responses to the standards for variation since the petition is a request for a text amendment and a special use permit. Also, Mr. Fiorentino submitted drawings for his house at 611 Lansdowne Lane that is currently under construction; please contact me for copies as these drawings were provided previously. The pool house drawing is attached for the PCZBA's reference.

PCZBA Authority

The PCZBA has authority to:

- Recommend the Village Board approve or deny the request for:
 - a text amendment to establish residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village's Residence Districts; and
 - a SUP to construct and maintain a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane.

Recommendation

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

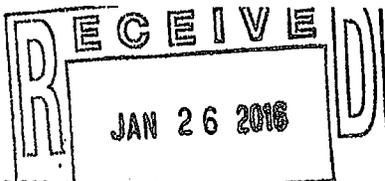
- If more information is required, continue the public hearing to a date certain to allow the Co-Petitioners to provide additional information.
- If more information is not required, vote to:
 - Recommend the Village Board approve or deny the request for:
 - i. a text amendment to establish residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village's Residence Districts; and
 - ii. a SUP to construct and maintain a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane.

Attachments

- Co-Petitioners' zoning application and related material.

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

FEE PAID:
 RECEIPT NUMBER:



DATE RECEIVED
 BY VILLAGE:

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

SUBJECT PROPERTY

Address: 611 Lansdowne Zoning District: E1
(Property address for which application is submitted)

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

PIN Number: 12-21-402-106

APPLICANT

Applicant: ED FIORENTINO

Address: 1350 W. KENNICOTT DR., LAKE FOREST, IL 60045
(Address if different than subject property)

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

Home Telephone: 847-778-1876 Business Telephone: 847-234-6947

OWNER

Owner - Title Holder	If Joint Ownership
Name: <u>ED FIORENTINO</u>	Joint Owner: _____
Address: <u>1350 W. KENNICOTT DR.</u>	Address: _____
<u>LAKE FOREST IL 60045</u>	_____
Daytime Phone: <u>847-778-1876</u>	Daytime Phone: _____

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

- Corporation
- Land Trust
- Other: _____
- Partnership
- Trust

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: SECTION 10-5-9G: "LIVING QUARTERS SHALL NOT BE PERMITTED IN AN ACCESSORY BUILDING. AN ACCESSORY BUILDING OR STRUCTURE SHALL BE CONSIDERED TO HAVE LIVING QUARTERS IF AN ACCESSORY BUILDING OR STRUCTURE HAS HEAT, LIGHT, AND BATHING OR SHOWER FACILITIES."

Narrative description of request: WE ARE REQUESTING A TEXT AMMENDMENT TO REDEFINE "LIVING QUARTERS" TO ALLOW A SHOWER IN THE POOL HOUSE/DINING PAVILION. IT SHOULD ALSO BE NOTED THAT ALLOWING SHOWERS IN A POOL HOUSE ENCOURAGES THE GOOD SANITATION PRACTICES OF SHOWERING BEFORE & AFTER ENTERING THE POOL AND/OR SPA TUB.

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.

A POOL HOUSE DESIGNED IN COMPLIANCE WITH LAKE BLUFF ZONING REGULATION SECTION 10-5-9 CAN NOT HAVE A SHOWER DUE TO THE DEFINITION OF "LIVING QUARTERS" AS DEFINED IN SECTION 10-5-9G.

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.

N/A THERE ARE NO UNIQUE PHYSICAL CONDITIONS THAT INFLUENCE THIS VARIATION

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.

THIS REQUEST DOES NOT REDUCE INCONVENIENCE OR PROVIDE FINANCIAL GAIN FOR THE CLIENT, BUT INSTEAD CORRECTS AN UNREASONABLE AND ILLOGICAL DEFINITION WITHIN THE ZONING CODE

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.

THIS TEXT AMENDMENT, IF GRANTED, WILL NOT VIOLATE THE INTENTIONS OF THE REGULATIONS. THE INTENTION OF THIS SECTION OF CODE IS TO EXCLUDE LIVING QUARTERS FROM ACCESSORY BUILDINGS. "LIVING QUARTERS" NEEDS TO BE DEFINED IN A DIFFERENT MANNER.

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.

GRANTING THIS TEXT AMENDMENT WILL NOT A) ADVERSELY IMPACT THE SUPPLY OF LIGHT & AIR TO ADJACENT PROPERTIES B) INCREASE TRAFFIC C) INCREASE FIRE HAZARD, D) ENDANGER PUBLIC SAFETY, E) DIMINISH PROPERTY VALUES OR F) IMPAIR PUBLIC HEALTH, SAFETY, COMFORT, MORALS & WELFARE OF THE PEOPLE

STANDARDS FOR SPECIAL USE PERMITS:

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

ALLOWING A SHOWER IN THE POOL HOUSE 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.

ALLOWING A SHOWER IN THE POOL HOUSE WILL NOT HINDER OR INTERFERE WITH THE DEVELOPMENT OR USE OF SURROUNDING PROPERTIES

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

THE VARIANCE/TEXT AMENDMENT WILL NOT AFFECT STREETS, PUBLIC UTILITIES, POLICE & FIRE SERVICES OR ANY OTHER PUBLIC FACILITIES

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

GRANTING THIS AMMENDMENT WILL NOT AFFECT TRAFFIC

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

GRANTING THIS AMMENDMENT WILL NOT DESTROY OR DAMAGE NATURAL SCENIC OR HISTORIC FEATURES.

STANDARDS FOR TEXT AMENDMENTS

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

TEXT AMENDMENT GUIDING PRINCIPLES:

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

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

The purpose of this section of code is to exclude living quarters from accessory buildings. Unfortunately, a living quarter is defined as a space that has light, heat and bathing facilities. This goes further than providing an exclusion of living spaces and also excludes any structure that could have a bathroom. In essence, this defines a bathroom as a living space, which is inconsistent with the remainder of the zoning code

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

This would allow any accessory buildings to have a bathroom included and would not directly affect development.

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

This text ammendment is consistent with the village's zoning which allows for accessory buildings at the exclusion of living quarters.

APPLICATION MATERIALS

LEGAL DESCRIPTION - MUST BE PROVIDED

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

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: _____

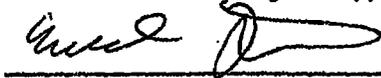
Optional

- 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: 1/25/16

Print Name: Edward Forestino

Applicant Signature:  Date: 1/15/2016
(If other than owner)

Print Name: CHRISTOPHER DERRICK

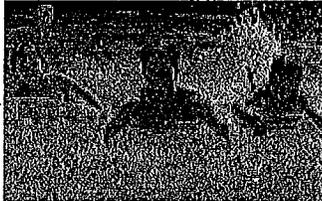


Recreational Water Illnesses (RWIs)

Recreational Water Illness (noun):



Illness caused by germs and chemicals found in the water we swim in



Contrary to popular belief, chlorine does not kill all germs instantly. There are germs today that are very tolerant to chlorine and were not known to cause human disease until recently. Once these germs get in the pool, it can take anywhere from minutes to days for chlorine to kill them. Swallowing just a little water that contains these germs can make you sick.

Related Links

- [Basics of RWIs \(/healthywater/swimming/rwi/rwi-basics.html\)](/healthywater/swimming/rwi/rwi-basics.html)
- [Illnesses & Prevention Tips \(/healthywater/swimming/rwi/illnesses/index.html\)](/healthywater/swimming/rwi/illnesses/index.html)
- [Healthy and Safe Swimming Week \(/healthywater/observances/hss-week/index.html\)](/healthywater/observances/hss-week/index.html)

Recreational water illnesses (RWIs) are caused by germs spread by swallowing, breathing in mists or aerosols of, or having contact with contaminated water in swimming pools, hot tubs, water parks, water play areas, interactive fountains, lakes, rivers, or oceans. RWIs can also be caused by chemicals in the water or chemicals that evaporate from the water and cause indoor air quality problems.

RWIs include a wide variety of infections, such as gastrointestinal, skin, ear, respiratory, eye, neurologic, and wound infections. The most commonly reported RWI is diarrhea. Diarrheal illnesses are caused by germs such as *Crypto* (short for *Cryptosporidium* (</parasites/crypto/index.html>)), *Giardia* (</parasites/giardia/index.html>), *Shigella* (</nczved/divisions/dfbmd/diseases/shigellosis/>), *norovirus* (</Norovirus/index.html>) and *E. coli* O157:H7 (</ecoli/index.html>). With RWI outbreaks on the rise, swimmers need to take an active role (</healthywater/swimming/protection/triple-a-healthy-swimming.html>) in helping to protect themselves and prevent the spread of germs. It is important for swimmers to learn the basic facts about RWIs (</healthywater/swimming/rwi/rwi-basics.html>) so they can keep themselves and their family healthy every time they swim.

In the past two decades, there has been a substantial increase in the number of RWI outbreaks associated with swimming. *Crypto*, which can stay alive for days even in well-maintained pools, has become the leading cause of swimming pool-related outbreaks of diarrheal illness. From 2004 to 2008, reported *Crypto* cases increased over 200% (from 3,411 cases in 2004 to 10,500 cases in

2008) 1 (#one).

Although Crypto is tolerant to chlorine, most germs are not. Keeping chlorine at recommended levels is essential to maintain a healthy pool. However, a 2010 study found that 1 in 8 public pool inspections resulted in pools being closed immediately due to serious code violations such as improper chlorine levels 2 (#two).

References

1. CDC. Cryptosporidiosis surveillance – United States, 2009–2010 (/mmwr/preview/mmwrhtml/ss6105a1.htm?). MMWR Morb Mortal Wkly Rep. 2012;61(SS05):1-12.
2. CDC. Violations identified from routine swimming pool inspections – Selected states and counties, United States, 2008 (/mmwr/preview/mmwrhtml/mm5919a2.htm). MMWR Morb Mortal Wkly Rep. 2010;59(SS19):582-587.

Page last reviewed: February 5, 2015

Page last updated: February 5, 2015

Content source: Centers for Disease Control and Prevention

Centers for Disease Control and Prevention 1600 Clifton Road Atlanta, GA 30329-4027, USA
800-CDC-INFO (800-232-4636) TTY: (888) 232-6348 - Contact CDC-INFO





Recreational Water Illnesses (RWIs)

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- [Healthy and Safe Swimming Week \(/healthywater/observances/hss-week/index.html\)](/healthywater/observances/hss-week/index.html)

Recreational water illnesses (RWIs) are caused by germs spread by swallowing, breathing in mists or aerosols of, or having contact with contaminated water in swimming pools, hot tubs, water parks, water play areas, interactive fountains, lakes, rivers, or oceans. RWIs can also be caused by chemicals in the water or chemicals that evaporate from the water and cause indoor air quality problems.

RWIs include a wide variety of infections, such as gastrointestinal, skin, ear, respiratory, eye, neurologic, and wound infections. The most commonly reported RWI is diarrhea. Diarrheal illnesses are caused by germs such as *Crypto* (short for *Cryptosporidium* (</parasites/crypto/index.html>)), *Giardia* (</parasites/giardia/index.html>), *Shigella* (</nczved/divisions/dfbmd/diseases/shigellosis/>), *norovirus* (</Norovirus/index.html>) and *E. coli* O157:H7 (</ecoli/index.html>). With RWI outbreaks on the rise, swimmers need to take an active role (</healthywater/swimming/protection/triple-a-healthy-swimming.html>) in helping to protect themselves and prevent the spread of germs. It is important for swimmers to learn the basic facts about RWIs (</healthywater/swimming/rwi/rwi-basics.html>) so they can keep themselves and their family healthy every time they swim.

In the past two decades, there has been a substantial increase in the number of RWI outbreaks associated with swimming. *Crypto*, which can stay alive for days even in well-maintained pools, has become the leading cause of swimming pool-related outbreaks of diarrheal illness. From 2004 to 2008, reported *Crypto* cases increased over 200% (from 3,411 cases in 2004 to 10,500 cases in

2008) 1 (#one).

Although Crypto is tolerant to chlorine, most germs are not. Keeping chlorine at recommended levels is essential to maintain a healthy pool. However, a 2010 study found that 1 in 8 public pool inspections resulted in pools being closed immediately due to serious code violations such as improper chlorine levels 2 (#two).

References

1. CDC. Cryptosporidiosis surveillance — United States, 2009–2010 (/mmwr/preview/mmwrhtml/ss6105a1.htm?). MMWR Morb Mortal Wkly Rep. 2012;61(SS05):1-12.
2. CDC. Violations identified from routine swimming pool inspections — Selected states and counties, United States, 2008 (/mmwr/preview/mmwrhtml/mm5919a2.htm). MMWR Morb Mortal Wkly Rep. 2010;59(SS19):582-587.

Page last reviewed: February 5, 2015

Page last updated: February 5, 2015

Content source: Centers for Disease Control and Prevention

Centers for Disease Control and Prevention 1600 Clifton Road Atlanta, GA 30329-4027, USA
800-CDC-INFO (800-232-4636) TTY: (888) 232-6348 - Contact CDC-INFO



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

Agenda Item: 12

Subject: AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE OPERATION OF A RESIDENTIAL POOL HOUSE THAT HAS HEAT, LIGHT, AND BATHING & SHOWER FACILITIES

Action Requested: SECOND READING CONSIDERATION (Roll Call Vote)

Originated By: EDWARD FIORENTINO (Petitioner)

Referred To: PLAN COMMISSION & ZONING BOARD OF APPEALS

Summary of Background and Reason For Request:

On January 23, 2016 the Village received a zoning application from Mr. Ed Fiorentino, property owner of 611 Lansdowne Lane, requesting:

- i. A text amendment to the Zoning Code establishing residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village’s Residence Districts; and
- ii. A Special Use Permit to maintain and operate a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane physical fitness facility at the Property.

At the conclusion of the public hearing on April 20th the Plan Commission and Zoning Board of Appeals (PCZBA) unanimously voted to recommend the Village Board approve: i) a text amendment to the Zoning Code establishing residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village’s Residence Districts (refer to Agenda Item 11); and ii) a Special Use Permit to maintain and operate a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane. The Village Board approved first reading of the ordinance at its meeting on April 25, 2016.

Mr. Chris Derrick, architect and representative of the property owner, will be in attendance, as well as Village Staff, to answer questions from the Board.

Reports and Documents Attached:

- Ordinance (with exhibits) Granting a Special Use Permit to Allow a Pool House that has Heat, Light, and Bathing and Shower Facilities at 611 Lansdowne Lane.

PCZBA’s Recommendation: Approval of the ordinance.

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

Date Referred to Village Board: 5/9/ 2016

ORDINANCE NO. 2016-__

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE
OPERATION OF A RESIDENTIAL POOL HOUSE THAT HAS HEAT, LIGHT, AND BATHING
AND SHOWER FACILITIES**

Passed by the Board of Trustees, _____, 2016

Printed and Published, _____, 2016

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

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

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

Village Clerk

ORDINANCE NO. 2016-__

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE PROPERTY LOCATED AT 611 LANSDOWNE LANE TO PERMIT THE
OPERATION OF A RESIDENTIAL POOL HOUSE THAT HAS HEAT, LIGHT, AND BATHING
AND SHOWER FACILITIES

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

WHEREAS, the Subject Property is currently improved with a single-family residence with an accessory swimming pool and residential pool house ("**Pool House**"); and,

WHEREAS, the applicant desires to operate the Pool House with heat, light, and bathing or shower facilities; and,

WHEREAS, pursuant to Sections 10-5-9 and 10-13-3 of Title 10 of the Lake Bluff Municipal Code, as amended ("**Zoning Regulations**"), a property owner cannot operate a residential pool house that has heat, light, and bathing or shower facilities on property located in a residential zoning district except upon the issuance of a special use permit; and,

WHEREAS, the Applicant has applied for a special use permit pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations to operate the Pool House with heat, light, and bathing and showering facilities; and,

WHEREAS, following a public hearing, the Lake Bluff Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") recommended that the Village Board grant a special use permit to permit the Applicant to operate the Pool House with heat, light, and bathing and showering facilities ("**Special Use Permit**"); and,

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

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

Section 1. Recitals.

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

Section 2. Public Hearing.

A public hearing to consider the Applicant's request for the Special Use Permit was duly advertised on or before April 4, 2016 in *The News-Sun*, and was held by the PCZBA on April 21, 2016, on which date the PCZBA recommended that the Village Board grant the Special Use Permit subject to the conditions set forth in this Ordinance.

Section 3. Special Use Permit. Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, a special use permit is hereby granted, pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations, to allow for the operation of the Pool House with heat, light, and bathing and showering facilities.

Section 4. Conditions.

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

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

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

Section 5. Failure to Comply with Conditions.

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

Section 6. RECORDATION; BINDING EFFECT.

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

Section 7. Effective Date.

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

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

B. In the event that the Applicant does not file with the Village Clerk the unconditional agreement and consent required by Paragraph 7.A.3 of this Ordinance within 60

days after the date of final passage of this Ordinance, the Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

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

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

FIRST READING: April 25, 2016

SECOND READING:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

EXHIBIT A

Legal Description of the Subject Property

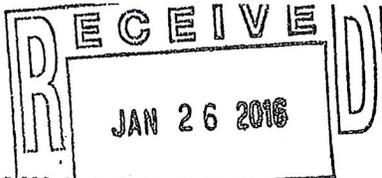
LOT 5 IN THE LANSDOWNE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, OUTLOTS A, B AND LANSDOWNE LANE OF LANSDOWNE SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 IN FERRY FIELD AND FERRY WOODS, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF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

Commonly known as 611 Lansdowne Lane, Lake Bluff, IL

EXHIBIT B

Zoning Application

FEE PAID: _____
RECEIPT NUMBER: _____



DATE RECEIVED BY VILLAGE: _____

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

SUBJECT PROPERTY

Address: 611 Lansdowne Zoning District: E1
(Property address for which application is submitted)

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

PIN Number: 12-21-402-106

APPLICANT

Applicant: ED FIORENTINO

Address: 1350 W. KENNICOTT DR., LAKE FOREST, IL. 60045
(Address if different than subject property)

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

Home Telephone: 847-778-1876 Business Telephone: 847-234-6947

OWNER

Owner - Title Holder	If Joint Ownership
Name: <u>ED FIORENTINO</u>	Joint Owner: _____
Address: <u>1350 W. KENNICOTT DR.</u> <u>LAKE FOREST IL 60045</u>	Address: _____
Daytime Phone: <u>847-778-1876</u>	Daytime Phone: _____

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

- Corporation
- Land Trust
- Other: _____
- Partnership
- Trust

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: SECTION 10-5-9G: "LIVING QUARTERS SHALL NOT BE PERMITTED IN AN ACCESSORY BUILDING. AN ACCESSORY BUILDING OR STRUCTURE SHALL BE CONSIDERED TO HAVE LIVING QUARTERS IF AN ACCESSORY BUILDING OR STRUCTURE HAS HEAT, LIGHT, AND BATHING OR SHOWER FACILITIES."

Narrative description of request: WE ARE REQUESTING A TEXT AMMELDMENT TO REDEFINE "LIVING QUARTERS" TO ALLOW A SHOWER IN THE POOL HOUSE / DINING PAVILION. IT SHOULD ALSO BE NOTED THAT ALLOWING SHOWERS IN A POOL HOUSE ENCOURAGES THE GOOD SANITATION PRACTICES OF SHOWERING BEFORE & AFTER ENTERING THE POOL AND/OR SPA TUB.

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.

A POOL HOUSE DESIGNED IN COMPLIANCE WITH LAKE BLUFF ZONING REGULATION SECTION 10-5-9 CAN NOT HAVE A SHOWER DUE TO THE DEFINITION OF "LIVING QUARTERS" AS DEFINED IN SECTION 10-5-9G.

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.

N/A THERE ARE NO UNIQUE PHYSICAL CONDITIONS THAT INFLUENCE THIS VARIATION

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.

THIS REQUEST DOES NOT REDUCE INCONVENIENCE OR PROVIDE FINANCIAL GAIN FOR THE CLIENT, BUT INSTEAD CORRECTS AN UNREASONABLE AND ILLOGICAL DEFINITION WITHIN THE ZONING CODE

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.

THIS TEXT AMENDMENT, IF GRANTED, WILL NOT VIOLATE THE INTENTIONS OF THE REGULATIONS. THE INTENTION OF THIS SECTION OF CODE IS TO EXCLUDE LIVING QUARTERS FROM ACCESSORY BUILDINGS. "LIVING QUARTERS" NEEDS TO BE DEFINED IN A DIFFERENT MANNER.

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.

(GRANTING THIS TEXT AMENDMENT WILL NOT A) ADVERSELY IMPACT THE SUPPLY OF LIGHT & AIR TO ADJACENT PROPERTIES B) INCREASE TRAFFIC C) INCREASE FIRE HAZARD, D) ENDANGER PUBLIC SAFETY, E) DIMINISH PROPERTY VALUES OR F) IMPAIR PUBLIC HEALTH, SAFETY, COMFORT, MORALS & WELFARE OF THE PEOPLE

STANDARDS FOR SPECIAL USE PERMITS:

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

ALLOWING A SHOWER IN THE POOL HOUSE 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.

ALLOWING A SHOWER IN THE POOL HOUSE WILL NOT HINDER OR INTERFERE WITH THE DEVELOPMENT OR USE OF SURROUNDING PROPERTIES

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

THE VARIANCE/TEXT AMENDMENT WILL NOT AFFECT STREETS, PUBLIC UTILITIES, POLICE & FIRE SERVICES OR ANY OTHER PUBLIC FACILITIES

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

GRANTING THIS AMMENDMENT WILL NOT AFFECT TRAFFIC

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

GRANTING THIS AMMENDMENT WILL NOT DESTROY OR DAMAGE NATURAL SCENIC OR HISTORIC FEATURES.

STANDARDS FOR TEXT AMENDMENTS

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

TEXT AMENDMENT GUIDING PRINCIPLES:

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

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

The purpose of this section of code is to exclude living quarters from accessory buildings. Unfortunately, a living quarter is defined as a space that has light, heat and bathing facilities. This goes further than providing an exclusion of living spaces and also excludes any structure that could have a bathroom. In essence, this defines a bathroom as a living space, which is inconsistent with the remainder of the zoning code

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

This would allow any accessory buildings to have a bathroom included and would not directly affect development.

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

This text ammendment is consistent with the village's zoning which allows for accessory buildings at the exclusion of "living quarters"

APPLICATION MATERIALS

LEGAL DESCRIPTION - MUST BE PROVIDED

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

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.

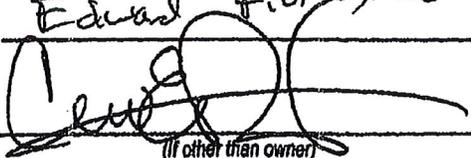
*16 copies, no larger than 11x17, must be submitted

SIGNATURES

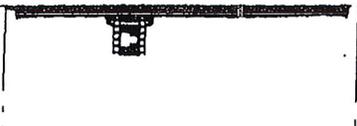
The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances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

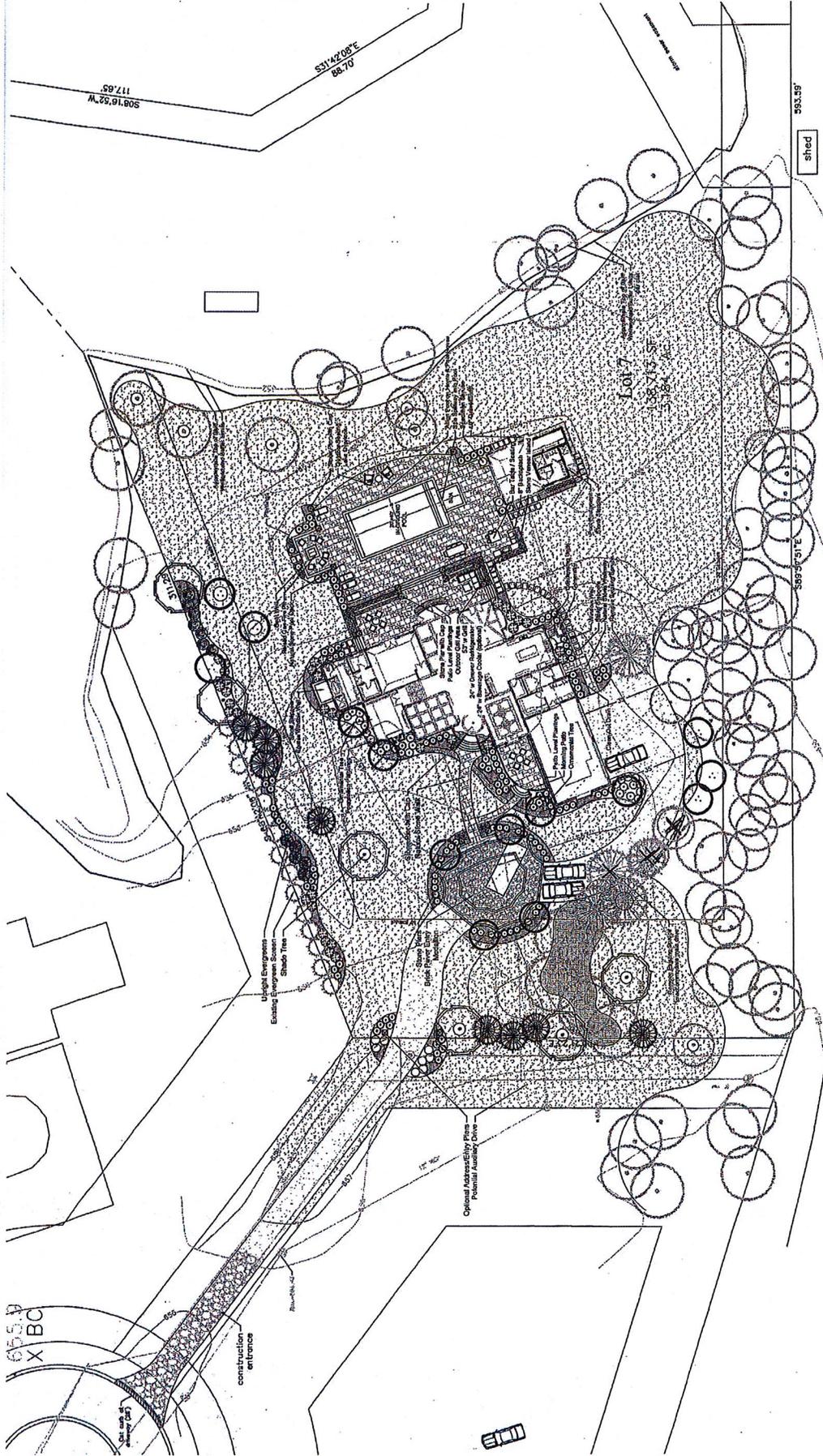
Owner Signature:  Date: 1/25/16

Print Name: Edward Forestino

Applicant Signature:  Date: 1/15/2016
(if other than owner)

Print Name: ANDREW DERRICK





OVERALL LANDSCAPE CONCEPT



North
 Scale: 1"=30'

EXHIBIT C

Applicant's Unconditional Agreement and Consent

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

WHEREAS, Edward Fiorentino ("**Applicant**") has applied for a special use permit pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations to allow for the operation of a residential pool house with heat, light, and bathing or shower facilities ("**Pool House**") located at 611 Lansdowne Lane, Lake Bluff, Illinois, ("**Subject Property**"), which Subject Property is located in the Village's E-1 Estate Residence District and is legally described on **Exhibit A** attached to this Ordinance; and

WHEREAS, following a public hearing, the Lake Bluff Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") recommended that the Village Board grant a special use permit for operation of the Pool House with heat, light, and bathing or shower facilities ("**Special Use Permit**"); and

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

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not, and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Subject Property, including, without limitation, the Special Use Permit granted in the Ordinance, and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in

connection with the operation and use of the Subject Property or the Village's adoption of the Ordinance granting the Special Use Permit set forth in the Ordinance.

Dated: _____, 2016.

EDWARD FIORENTINO

ATTEST:

By: _____

EXHIBIT A TO UNCONDITIONAL AGREEMENT AND CONSENT

Legal Description of the Subject Property

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

Commonly known as 611 Lansdowne Lane, Lake Bluff, IL

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: April 15, 2016

SUBJECT: **Agenda Item #4** - Pool House Text Amendment & Special Use Permit

Applicant Information:	Ed Fiorentino and the Village of Lake Bluff (Co-Petitioners)
Purpose:	To amend the text of the Zoning Code establishing pool houses as a special use in residence districts as well as consider a request for a special use permit to allow a pool house at 611 Lansdowne Lane (Estate Residence District).
Public Notice:	<i>Lake County News Sun</i> – April 4, 2016
Applicable Land Use Regulations:	Section 10-1-2: Definition of Accessory Structures Section 10-2-9: Text amendments Section 10-4-2E: Special Use Permits Section 10-5-9G: Living Quarters as Accessory Structures

Background and Summary

Over the past several meetings the Plan Commission and Zoning Board of Appeals (PCZBA) has reviewed and discussed an application from Mr. Ed Fiorentino, property owner of 611 Lansdowne Lane, requesting a text amendment to allow pool houses with shower facilities in Residence Districts. As previously reported this concept has been discussed internally by Village Staff in the past and the Village is serving as Co-Petitioner with Mr. Fiorentino for the text amendment.

Pursuant to Section 10-5-9G of the Zoning Code bathing or shower facilities are prohibited in accessory buildings:

“Living quarters shall not be permitted in an accessory building. An accessory building or structure shall be considered to have living quarters if an accessory building or structure has heat, light and bathing or shower facilities.”

At its meeting on March 16, 2016 the PCZBA received a presentation from the property owner's representative, discussed the request, and directed Staff and Legal Counsel to prepare a draft ordinance allowing pool houses, which are accessory structures, to have heat, light and bathing or shower facilities upon the issuance of a special use permit. In addition to the proposed text amendment, the property owner is requesting a special use permit to construct and maintain a pool house that has heat, light, and bathing or shower facilities on his property.

The standards for special use permits and the guiding principles for text amendments are addressed in the zoning petition. Please disregard responses to the standards for variation since the petition is a request for a text amendment and a special use permit. Also, Mr. Fiorentino submitted drawings for his house at 611 Lansdowne Lane that is currently under construction; please contact me for copies as these drawings were provided previously. The pool house drawing is attached for the PCZBA's reference.

PCZBA Authority

The PCZBA has authority to:

- Recommend the Village Board approve or deny the request for:
 - a text amendment to establish residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village's Residence Districts; and
 - a SUP to construct and maintain a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane.

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 Co-Petitioners to provide additional information.
- If more information is not required, vote to:
 - Recommend the Village Board approve or deny the request for:
 - i. a text amendment to establish residential pool houses that have heat, light and bathing or shower facilities as a special use in the Village's Residence Districts; and
 - ii. a SUP to construct and maintain a residential pool house that has heat, light and bathing or shower facilities at 611 Lansdowne Lane.

Attachments

- Co-Petitioners' zoning application and related material.

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
REQUEST FOR BOARD ACTION**

Agenda Item: 13

Subject: A RESOLUTION APPROVING AN AMENDMENT TO THE
VILLAGE ADMINISTRATOR’S EMPLOYMENT AGREEMENT

Action Requested: CONSIDERATION OF THE RESOLUTION (Voice Vote)

Originated By: VILLAGE BOARD

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

On January 1, 2008 Village Administrator Irvin commenced his employment with the Village. In accordance with Section 4 of the Employment Agreement by and between the Village of Lake Bluff and Village Administrator Irvin, the President and Board of Trustees have conducted a performance review and determined that it is in the best interests of the Village to adjust Mr. Irvin’s compensation to be consistent with the Village’s Official Pay Plan and to recognize his organizational contributions during the past performance review period. Specifically, the Village Administrator’s annual base salary will be set at \$196,650 effective May 1, 2016. This is the fifth amendment to the Village Administrator’s Employment Agreement since 2008. Pursuant to 5 ILCS 120/7.3(b), the Village Administrator’s total compensation package has been posted on the Village website for more than 6 days.

Reports and Documents Attached:

- A Resolution Approving an Amendment to the Village Administrator’s Employment Agreement.

Village President’s Recommendation: Approval of the Resolution.

Date Referred to Village Board: 5/9/2016

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING AN AMENDMENT
TO THE VILLAGE ADMINISTRATOR'S EMPLOYMENT AGREEMENT

WHEREAS, after an extensive employment search to fill the position of Village Administrator, the President and Board of Trustees considered the qualifications and experience of R. Drew Irvin and appointed Mr. Irvin to Village Administrator effective January 1, 2008; and,

WHEREAS, the President and Board of Trustees entered into an employment agreement with Mr. Irvin setting forth the scope and terms of his employment as Village Administrator on October 22, 2007, as subsequently amended by a First Amendment on August 21, 2011, Second Amendment on May 13, 2013, Third Amendment on April 28, 2014, and Fourth Amendment on May 9, 2015 (collectively, "*Employment Agreement*"); and,

WHEREAS, pursuant to Section 4 of the Employment Agreement, the President and Board of Trustees have conducted a performance review and determined that it is in the best interest of the Village to adjust Mr. Irvin's compensation to be consistent with the Village's Official Pay Plan goal to attract and maintain qualified and productive employees, and to recognize his significant organizational contributions and accomplishments during the performance review period.

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. Amendment To Section 4A of the Employment Agreement.

The first sentence of Section 4A of the Employment Agreement is hereby amended in its entirety so that the first sentence shall hereafter be and read as follows:

"Effective May 1, 2015, the Village will pay the Employee an annual base salary of \$196,650, payable in installments at the same time that the other management level employees of the Village are paid."

Section 2. Execution of Amendment.

The Village Administrator will acknowledge and agree to the amendments to the Employment Agreement set forth in Section 1 of this Resolution by executing the Acknowledgement form ("*Acknowledgement*") attached to this Resolution as *Exhibit A*.

Section 3. Effective Date. This Resolution shall be in full force and effect upon its passage and approval in the manner required by law and the execution of the Acknowledgement by Mr. Irvin.

PASSED this 9th day of May, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 9th day of May, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A – ACKNOWLEDGEMENT

R. Drew Irvin hereby acknowledges and agrees that he has been provided a copy of Village of Lake Bluff Resolution No. 2016-__ (the "Resolution"); that he has read and understood the provisions of the Resolution; that he consents to the amendments to his Employment Agreement set forth in the Resolution; that on the date below he executed this Acknowledgement voluntarily and with full knowledge of its significance, and that he intends to be fully bound by this Acknowledgement and the Resolution.

By: _____
R. Drew Irvin

_____ Date

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

Agenda Item: 14

Subject: A RESOLUTION APPROVING AN AMENDMENT TO THE CHIEF
OF POLICE'S EMPLOYMENT AGREEMENT

Action Requested: CONSIDERATION OF THE RESOLUTION (Voice Vote)

Originated By: VILLAGE ADMINISTRATOR

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

After serving in progressively more responsible positions with the Village since 1989 (most recently as Deputy Chief of Police), on March 1, 2014 David Belmonte became the Village's 9th Chief of Police since 1895. In accordance with Section 7 of the employment Agreement by and between the Village of Lake Bluff and Police Chief Belmonte, the Village Administrator has conducted a performance review and determined that it is in the best interests of the Village to adjust Chief Belmonte's compensation to be consistent with the Village's Official Pay Plan and to recognize his organizational contributions during the past performance review period. Specifically, the Chief of Police's annual base salary will be set at \$134,335 effective May 1, 2016. This is the second amendment to the Chief of Police's Employment Agreement.

Reports and Documents Attached:

- A Resolution Approving an Amendment to the Chief of Police's Employment Agreement.

Village Administrator's Recommendation: Approval of the Resolution.

Village President's Recommendation: Approval of the Resolution.

Date Referred to Village Board: 5/9/2016

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING AN AMENDMENT
TO THE CHIEF OF POLICE'S EMPLOYMENT AGREEMENT

WHEREAS, after an extensive employment search to fill the position of Chief of Police, the Village Administrator recommended and the President and Board of Trustees appointed David Belmonte as Chief of Police effective March 1, 2014; and,

WHEREAS, the President and Board of Trustees entered into an employment agreement with Mr. Belmonte setting forth the scope and terms of his employment as Chief of Police on January 13, 2014 ("*Employment Agreement*"); and,

WHEREAS, pursuant to Section 7 of the Employment Agreement, the Village Administrator has conducted a performance review and determined that it is in the best interest of the Village to adjust Mr. Belmonte's compensation to be consistent with the Village's Official Pay Plan goal to attract and maintain qualified and productive employees, and to recognize his significant organizational contributions and accomplishments during the performance review period.

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. Amendment To Section 4A of the Employment Agreement.

The first sentence of Section 4A of the Employment Agreement is hereby amended in its entirety so that the first sentence shall hereafter be and read as follows:

"Effective May 1, 2015, the Village will pay the Employee an annual base salary of \$134,335, payable in installments in accordance with the Village's regular payroll procedures."

Section 2. Execution of Amendment.

The Chief of Police will acknowledge and agree to the amendments to the Employment Agreement set forth in Section 1 of this Resolution by executing the Acknowledgement form ("*Acknowledgement*") attached to this Resolution as *Exhibit A*.

Section 3. Effective Date. This Resolution shall be in full force and effect upon its passage and approval in the manner required by law and the execution of the Acknowledgement by Mr. Belmonte.

PASSED this 9th day of May, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 9th day of May, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A – ACKNOWLEDGEMENT

David Belmonte hereby acknowledges and agrees that he has been provided a copy of Village of Lake Bluff Resolution No. 2016-___ (the "Resolution"); that he has read and understood the provisions of the Resolution; that he consents to the amendments to his Employment Agreement set forth in the Resolution; that on the date below he executed this Acknowledgement voluntarily and with full knowledge of its significance, and that he intends to be fully bound by this Acknowledgement and the Resolution.

By: _____
David Belmonte

Date

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

Agenda Item: 15

Subject: A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF THE FIRST AMENDMENT TO THE DEPUTY
CHIEF OF POLICE EMPLOYMENT AGREEMENT

Action Requested: CONSIDERATION OF THE RESOLUTION (Voice Vote)

Originated By: VILLAGE ADMINSTRATOR

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

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, Investigator and Officers. 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 \$112,183 effective May 1, 2016. This is the second amendment to the Deputy Chief of Police's Employment Agreement.

Reports and Documents Attached:

- A Resolution Approving an Amendment to the Deputy Chief of Police's Employment Agreement.

Village Administrator's Recommendation: Approval of the Resolution.

Village President's Recommendation: Approval of the Resolution.

Date Referred to Village Board:

5/9/2016

RESOLUTION NO. 2016-__

**A RESOLUTION APPROVING AN AMENDMENT
TO THE DEPUTY CHIEF OF POLICE'S EMPLOYMENT AGREEMENT**

This First Amendment to Deputy Chief of Police Employment Agreement ("**Second Amendment**") is made and entered into as of the 9th day of May, 2016, by and between the Village of Lake Bluff, Lake County, Illinois, an Illinois home rule municipal corporation ("**Village**"), and Walter Michael Hosking ("**Hosking**").

W I T N E S S E T H:

WHEREAS, pursuant to Section 1-6F-1 of the Lake Bluff Municipal Code (the "**Village Code**"), the Deputy Chief of Police of the Village ("**Deputy Chief of Police**") shall be appointed by the Village President upon the recommendation of the Village Administrator and with the approval of the Board of Trustees; and,

WHEREAS, the Village and Hosking have entered into that certain Deputy Chief of Police Employment Agreement dated February 25, 2014 ("**Agreement**"); and,

WHEREAS, the Village and Hosking amended certain terms and conditions of the Agreement as set forth in the First Amendment on June 8, 2015; and,

WHEREAS, the Village President and Board of Trustees have determined that entering into this Second Amendment is in the best interests of the Village and its residents.

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. AMENDMENT TO SECTION 4A OF THE EMPLOYMENT AGREEMENT. The first sentence of Section 4A of the Employment Agreement is hereby amended in its entirety so that the first sentence shall hereafter be and read as follows:

"Effective May 1, 2016, the Village will pay Hosking an annual base salary of \$112,183, payable in installments in accordance with the Village's regular payroll procedures."

SECTION 2. EXECUTION OF AMENDMENT. The Deputy Chief of Police will acknowledge and agree to the amendments to the Employment Agreement set forth in Section 1 of this Resolution by executing the Acknowledgement form ("**Acknowledgement**") attached to this Resolution as Exhibit A.

SECTION 3. EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval in the manner required by law and the execution of the Acknowledgement by Mr. Hosking.

PASSED this 9th day of May, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 9th day of May, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A – ACKNOWLEDGEMENT

Mike Hosking hereby acknowledges and agrees that he has been provided a copy of Village of Lake Bluff Resolution No. 2016-___ (the "Resolution"); that he has read and understood the provisions of the Resolution; that he consents to the amendments to his Employment Agreement set forth in the Resolution; that on the date below he executed this Acknowledgement voluntarily and with full knowledge of its significance, and that he intends to be fully bound by this Acknowledgement and the Resolution.

By: _____
Mike Hosking

_____ Date

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

Agenda Item: 16

Subject: A RESOLUTION ADOPTING A REVISED EMPLOYEE HANDBOOK
FOR THE VILLAGE OF LAKE BLUFF

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

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Annually the Village’s labor legal counsel conducts a review of the Village’s Employee Handbook (“Handbook”) to ensure the Handbook includes and reflects recent changes in law and best management procedures that may be enacted by the Federal and/or State governments or recommended by Village Staff, respectively.

Noteworthy changes to the Handbook include the following:

1. Section 3.7 “Disclosing of Interest in Legislation”: inclusion of indirect interests and requiring disclosure before participating in discussion before the Board of Trustees;
2. Section 4.2 “EEO”: inclusion of pregnancy or pregnancy related medical conditions and sexual preference as covered employees and applicants;
3. Section 14.1 “Drug/Alcohol Free Workplace – Purpose”: notice to the employee that the policy will be construed in accordance with the Illinois “Compassionate Use of Medical Cannabis Pilot Program Act”;
4. Addition of Section 18.11 “Workplace Violence Policy”; and
5. Addition of Section 18.12 “Smoking Ban”.

Reports and Documents Attached:

1. A copy of the Resolution adopting a revised Employee Handbook; and
2. A copy of the red-lined version of the revised sections of the Employee Handbook.

Village Administrator’s Recommendation: Adoption of the Resolution.

Date Referred to Village Board: 5/9/2016

RESOLUTION NO. 2016-

A RESOLUTION ADOPTING A REVISED EMPLOYEE HANDBOOK FOR THE VILLAGE

WHEREAS, the Village has developed an employee handbook which establishes a framework for the conduct of business activities of Village employees, and which is revised from time to time to reflect current provisions of state and federal law; and,

WHEREAS, Village Staff, together with the Village Attorney, has reviewed the current edition of the Village's employee handbook and prepared certain revisions to its text; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to adopt the revised employee handbook dated May 9, 2016, which is attached hereto and by this reference incorporated herein as ***Exhibit A ("Employee Handbook")***..

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

Section 2: Adoption of Employee Handbook.

The Village of Lake Bluff's Employee Handbook, attached to this Resolution as Exhibit A, is hereby adopted.

Section 3: Effective Date.

This resolution will be in full force and effect upon passage and approval in the manner provided by law.

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

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this .

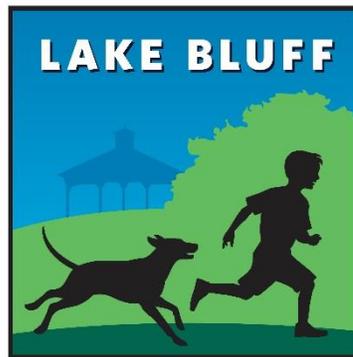
Village President

ATTEST:

Village Clerk

EXHIBIT A
EMPLOYEE HANDBOOK

Village of Lake Bluff Employee Handbook



**NORTH SHORE LIFE
LAKE BLUFF STYLE**

Updated: ~~June 24, 2013~~ May ____, 2016
Approved by Village Board: ~~June 24, 2013~~ May ____, 2016

TABLE OF CONTENTS

IMPORTANT NOTE TO ALL EMPLOYEES	1
CHAPTER 1: INTRODUCTION.....	2
1.1. Purpose and Policy.....	2
1.2. Application.....	2
1.3. Administration	3
CHAPTER 2: DEFINITIONS	4
CHAPTER 3: CODE OF ETHICS	6
3.1. Purpose.....	6
3.2. Authority.....	6
3.3. Conflicts of Interest.....	6
3.4. Confidential Information	7
3.5. Gifts and Gratuities	7
3.6. Representing Private Interest in Court.....	8
3.7. Disclosing of Interest in Legislation	8
3.8. Public Property	8
3.9. Interference in Administrative Duties	8
3.10. Violation of the Code of Ethics	8
CHAPTER 4: EMPLOYMENT POLICY.....	9
4.1. Authority to Employ Personnel	9
4.2. Equal Employment Opportunity.....	9
4.3. Reasonable Accommodations for Individuals With Disabilities	9
4.4. Employment of Relatives.....	10
4.5. Residency Requirement.....	10
CHAPTER 5: EMPLOYMENT STATUS.....	11
5.1. Probationary Period	11
5.2. Promotions.....	11
5.3. Job Transfers and Position Reclassifications	12
5.4. Reference Checks/Employment Verification	12
CHAPTER 6: OFFICIAL PAY PLAN	13

6.1.	Purpose.....	13
6.2.	Establishment of Salary Ranges and Position Titles	13
6.3.	Distribution of Salary Ranges and Position Titles	13
CHAPTER 7: WAGE ADMINISTRATION.....		14
7.1.	Work Week.....	14
7.2.	Attendance	14
7.3.	Hourly Rate	14
7.4.	Emergency Shift Work	14
7.5.	Overtime Work	15
7.6.	Positions Ineligible for Overtime Pay	15
7.7.	Pay Periods	15
7.8.	Pay Advances.....	15
7.9.	Payroll Deductions	15
CHAPTER 8: LEAVE OF ABSENCE		17
8.1.	Sick Leave.....	17
8.2.	Bereavement Leave.....	18
8.3.	Occupational Injury Leave	18
8.4.	Leave of Absence Without Pay	19
8.5.	Family and Medical Leave	20
8.6.	Court Leave	25
8.7.	Military Leave	25
8.8.	Family Military Leave	26
8.9.	Voting Leave.....	27
8.10.	Leave for School Appearance	27
8.11.	Blood Donation Leave.....	28
8.12.	Victim’s Economic Security and Safety (VESSA) Leave	28
CHAPTER 9: HOLIDAYS, PERSONAL DAYS AND VACATION DAYS		30
9.1.	Designated Holidays.....	30
9.2.	Personal Days	30
9.3.	Vacation Days.....	31
CHAPTER 10: INSURANCE.....		34

CHAPTER 11: RETIREMENT AND DEFERRED COMPENSATION.....	36
11.1. Retirement Benefits	36
11.2. Deferred Compensation.....	36
CHAPTER 12: EMPLOYEE CONDUCT.....	37
12.1. Resignation	37
12.2. Termination	37
12.3. Reduction in Force (Layoff).....	37
12.4. Return of Village Property.....	37
12.5. Exit Interviews	38
12.6. Disciplinary Action	38
12.7. Disciplinary Process.....	40
12.8. Disciplinary Action Appeal Process	41
CHAPTER 13: GRIEVANCE PROCEDURE.....	42
CHAPTER 14: DRUG AND ALCOHOL FREE WORKPLACE	43
14.1. Purpose.....	43
14.2. Prohibited Activities	44
14.3. Use of Medication.....	45
14.4. Definitions.....	45
14.5. Drug and Alcohol Testing	46
14.6. Testing Procedures.....	48
14.7. Test Results.....	48
14.8. Discipline (Note: in some cases, termination is warranted for even the first offense):	49
14.9. Employee Assistance Program.....	50
CHAPTER 15: NONDISCRIMINATION AND ANTI-HARASSMENT POLICY.....	52
15.1. Purpose.....	52
15.2. Prohibited Conduct.....	53
15.3. Coverage of this Policy	55
15.4. Reporting Discrimination or Harassment	55
15.5. Investigation	56
15.6. Resolution	56
15.7. Harassment by Outside Parties	57

15.8.	Prohibition of Retaliation.....	58
15.9.	Review	58
CHAPTER 16: ELECTRONIC COMMUNICATIONS.....		60
16.1.	Purpose.....	60
16.2.	Ownership of Messages	60
16.3.	Business Use Only	60
16.4.	No Privacy Rights as Inspections Will Occur.....	60
16.5.	Village’s Right to Monitor Messages and Systems Use	61
16.6.	Message Restrictions.....	61
16.7.	Prohibited Activities	61
16.8.	Message Creation	62
16.9.	Record Retention and Deletion.....	62
16.10.	Viruses and Tampering	62
16.11.	Violations	63
16.12.	Use of Computer Software	63
CHAPTER 17: COLLEGE INCENTIVE PROGRAM		64
CHAPTER 18: VILLAGE POLICIES		66
18.1.	Outside Employment	66
18.2.	Use of Village Telephones.....	67
18.3.	Use of Village Equipment, Supplies or Tools	67
18.4.	Automobile Usage	67
18.5.	On the Job Safety	68
18.6.	Suggestion System.....	69
18.7.	Change of Name, Address and Marital or Family Status	69
18.8.	Attendance at Conferences and Travel Allowance	69
18.9.	Use of Public Works Garage.....	70
18.10.	Safe Harbor Provision	71
18.11.	Workplace Violence Policy.....	72
18.12.	Smoking Ban.....	74
EMPLOYEE ACKNOWLEDGEMENT FORM.....		75

IMPORTANT NOTE TO ALL EMPLOYEES

- **This Handbook describes some of the personnel policies, procedures and benefits of the Village of Lake Bluff (Village). It is provided to give employees a better understanding of how the Village operates and to answer many of your initial questions. This Handbook is intended only to summarize general guidelines and policies of the Village and is presented for informational purposes only.**
- **Unless otherwise provided in a written agreement signed by the Village Administrator or Village President and the employee (or designated employee representative), the Village and its employees recognize that the employment relationship between the Village and its employees is employment at will. In the absence of a written agreement, the Village and its employees shall not be bound to an employment contract or a commitment of employment for a definite period of time. The right of either party to terminate the employment relationship at any time, for any reason, with or without cause and with or without notice is not limited. Neither this Handbook nor any other policy, procedure, practice or communication of the Village constitutes or should be interpreted as a contract, promise, or guarantee of future or continued employment for any specified length of time or a limit on either party's ability to terminate the employment relationship. Written offer letters and any other personnel documents or policies included in this Handbook, or which may be posted or distributed to employees before or after employment, shall not constitute a contract of employment.**
- **The Village reserves the right to change, add, revoke, modify or delete policies, procedures and benefits addressed in this Handbook and all other personnel policies from time to time, in its sole discretion, with or without prior notice. We will keep you informed when these changes are made and, when possible, distribute a revised version of the guideline or policy to you. You are responsible for reviewing the revisions and inserting them into your copy of the Handbook.**
- **Each employee is required to read and become familiar with the contents of this Handbook as a condition of employment. Keep your Handbook in a convenient place for future reference. By accepting and maintaining employment with the Village, you acknowledge that you have read and understand the provisions contained in this Handbook.**
- **This Handbook replaces and supersedes any and all handbooks, policies and practices of the Village with which the Handbook conflicts.**

If you have questions about this Handbook or the Village's policies, procedures or benefits, please direct them to your supervisor or the Village Administrator or his/her designee.

CHAPTER 1: INTRODUCTION

1.1. Purpose and Policy

It is the purpose of these policies and procedures to set forth the general principles which will be followed by the Village in the administration of its personnel program. They are intended to establish systematic and equitable regulations for all Village employees. Employment in Village government shall be based on merit and ability, free from political considerations. There should be just and equitable incentives and conditions of employment that are maintained to promote efficiency and economy in the operation of the Village government.

1.2. Application

The policies and procedures of this Handbook apply to all Village employees. However, sworn members of the Police Department are also subject to the Rules and Regulations of the Board of Fire and Police Commissioners, and all activities of the Village are subject to the provisions of the Illinois Municipal Code. Where a conflict exists, the Rules and Regulations of the Board of Fire and Police Commissioners, or the provisions of the Illinois Municipal Code or any other applicable state or federal law will prevail and the provisions of this Handbook will not apply. The employment of some Village employees is also governed by collective bargaining agreements. The employment of those who are covered by any applicable collective bargaining agreement and any subsequent agreements signed during the duration of this Handbook shall be governed by the provisions of those agreements to the extent that any of the policies in this Handbook conflict with the agreements. Certain supervisory employees may also have written employment agreements signed by the Village Administrator or Village President. The employment of those who have signed such employment agreements shall be governed by the provisions of those agreements to the extent that any of the policies in this Handbook conflict with the agreements. Additionally, the various departments of the Village may establish working regulations and operating procedures to supplement the policies and procedures set forth in this Handbook.

Members of the Village's volunteer Fire Department who perform volunteer firefighting duties for the Village do so on an on-call basis. Such individuals have no set schedule and are not required to volunteer their services at any specific time. These individuals are not Village employees, nor are they subject to the provisions of this Handbook. All other individuals who perform volunteer services on behalf of the Village are also not subject to the provisions of this Handbook during the hours that they perform such volunteer services.

1.3. Administration

The Village operates under a board-administrator form of government, with the Village Administrator serving as the head of the administrative branch of the Village. In this capacity, the Village Administrator shall be charged with overall responsibility for the administration of the policies and procedures set forth in this Handbook and is vested with full authority to establish, by administrative directive, terms and conditions of employment consistent with policy established by the Village Board.

CHAPTER 2: DEFINITIONS

Anniversary Date - The annual anniversary of an employee's date of hire.

Appointment - The designation to a position with the Village of a person who has qualified for employment through an appropriate selection process.

Board of Fire and Police Commissioners - The Board of Fire and Police Commissioners of the Village of Lake Bluff, Illinois whose members are appointed by the Village President and Board of Trustees of the Village of Lake Bluff.

Call Back - An unscheduled or emergency return to work outside an employee's normal working hours.

Corporate Authorities - The Village President and Board of Trustees of the Village of Lake Bluff.

Department Head - The officially appointed head of any department of the Village.

Emergency - A sudden and unforeseen happening that, in the Village Administrator's determination, requires the unscheduled services of an employee to protect the health, welfare and/or safety of the community.

Employee - A person who performs work for the Village in a position as defined by this Handbook, but not an independent contractor.

Fiscal Year - May 1 of any given year through April 30 of the following year.

Grievance - A written complaint relating to the work environment, including one's working conditions, the Village's personnel rules and regulations and the relationships between an employee and his/her supervisor or other employees.

Layoff - The separation of an employee which has been made necessary by lack of work or funds or other reasons not related to fault, delinquency or misconduct on the part of an employee.

Original Employment Date - The date an employee first reports to work following appointment to a position with the Village.

Position - A group of current duties and responsibilities assigned to an individual or delegated by a competent authority. The Village has instituted employment status designations into which each position falls as a means of establishing employee work hours, pay and benefits eligibility. You will

be advised of your employment status at the time of hire. The status designations are as follows:

- a) Full-time: An employee who is regularly scheduled to work a minimum of forty (40) hours each workweek throughout the year.
- b) Part-time: An employee who is regularly scheduled to work less than forty (40) hours a workweek throughout the year.
- c) Temporary or Seasonal: An employee who may or may not be ~~is~~ scheduled to work a specified number of hours, but less than one thousand (1,000) hours, throughout the year.

Probationary Period - A trial period of six (6) to eighteen (18) months commencing with an employee's appointment to a position and during which an employee's conduct in and suitability for a given position is evaluated. See Section 5.1 in Handbook for details.

Promotion - The movement of an employee from one position to a higher position, often with a corresponding higher salary range.

Reclassification - An official determination by the Village Administrator that a position be assigned to a class different from the one to which it was previously assigned.

Transfer - The movement of an employee from one department, division, or unit of the Village to another, or from one position to another position.

Village Administrator - The chief administrative officer of the Village or his/her designee.

Work Day - A twenty-four (24) hour period beginning with the time that an employee is scheduled to begin work.

CHAPTER 3: CODE OF ETHICS

3.1. Purpose

This chapter of the Handbook is intended to serve as a guide for all Village employees as to what is considered proper or improper conduct in the performance of their official duties. To be worthy of the public's trust, a Village employee must understand and observe these principles of ethical conduct.

3.2. Authority

A Village employee is an agent of the Village who serves the public. Authority is granted to him/her for the sole purpose of furthering the public interest.

3.3. Conflicts of Interest

Except as provided by Illinois law or Village ordinance, no Village employee may have a direct or indirect financial interest in:

- a) Any contract with the Village;
- b) The sale to or purchase from the Village of any personal or real property; or
- c) The procurement or performance of any business or work for the Village.

No employee, while on duty in his/her position, shall work on behalf of a candidate for local public office. No employee shall at any time use Village resources to further the election efforts of any candidate for public office or a specific Village-related issue, use his/her official position to coerce or influence others, to solicit or receive any contribution or service for any candidate, party, or political purpose, or to secure or aid any person in securing an elected public office.

While employed by the Village, all employees shall refrain from soliciting or receiving any subscription, contribution, or political service from any person for any political purpose pertaining to the government of the Village. Further, Village employees shall not work at the polls (politically) or circulate petitions or campaign literature for those seeking to be elected to a Village office while on duty. However, nothing in this section shall be construed to prevent employees from becoming or continuing to be members of any lawful political meetings, from expressing their views on political matters or from voting with complete freedom in any election.

All employees must further refrain from any conduct, political or otherwise, that may reasonably create the appearance of a conflict of interest. Accordingly, employees are strongly encouraged to obtain prior approval

or guidance from their Department Head or the Village Administrator concerning any matter that could create an appearance of a conflict of interest.

3.4. Confidential Information

Due to the nature of the Village's business and operations, employees may have access to confidential and proprietary information regarding the Village, the public that it serves, or fellow employees. All employees have a continuing obligation to protect this confidential and proprietary information and to utilize it only for business-related purposes. Any information or material that is confidential or proprietary may not be communicated to any employee, anyone outside the Village's employ, or any other third-party for reasons unrelated to the Village's business and interests and without prior express written authorization. Employees are prohibited from taking steps to obtain confidential or proprietary information that is not needed in order to perform their job duties or to which their access has not been authorized. Under certain circumstances, employees who have access to confidential information may be required to sign non-disclosure agreements. Violations of this policy may result in disciplinary action, up to and including termination, even for a first offense.

3.5. Gifts and Gratuities

No employee, nor any spouse of or immediate family member living with the employee, may solicit or accept any: gift, fee, reward, gratuity, free or reduced price service, loan, forbearance, discount on a personal purchase, entertainment, hospitality, or other personal benefit or tangible or intangible item having monetary value from anyone who transacts, or seeks to transact, any business or work with the Village or that has any connection whatsoever with the employee's performance of his/her official duties or with his/her employment with the Village. Employees and their family members may accept loans from banks and financial institutions made in the ordinary course of business at commercially reasonable rates with repayment due by a date certain.

Invitations to educational, employment-related, or industry events (such as seminars, industry shows or conventions, or golf outings) may be accepted with the prior written approval of one's Department Head or the Village Administrator. Employees and Village officials may also accept food and refreshments of nominal value (i.e., under \$50 total value) and other items listed as permissible in the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq. If you have any questions as to whether a gift is appropriate, you should consult your Department Head or the Village Administrator.

3.6. Representing Private Interest in Court

No employee shall represent any private interest in any action or proceeding taken against the Village unless protected or provided by law.

3.7. Disclosing of Interest in Legislation

An employee who has direct or indirect interest in any legislation before the Village Board of Trustees must disclose this interest to his/her Department Head or the Village Administrator including and before ~~if~~ he/she plans to participate in any discussion before the Village Board of Trustees.

3.8. Public Property

The use of public property for one's personal benefit by any employee of the Village is forbidden, unless approved by the employee's Department Head and the Village Administrator in writing. This prohibition does not apply to any specific use of Village property otherwise permitted as referenced in a particular policy in this Handbook.

3.9. Interference in Administrative Duties

No Village official or employee shall issue orders or directives to other Village officials or employees except as provided by law or in a supervisory capacity.

3.10. Violation of the Code of Ethics

Any violation of the provisions of this Chapter of the Handbook shall result in disciplinary action, up to and including termination, even for a first offense, as further set forth in Chapter 12 of this Handbook.

CHAPTER 4: EMPLOYMENT POLICY

4.1. Authority to Employ Personnel

The authority to employ individuals for all employment positions in the Village is vested in the Village Administrator in accordance with Title I of the Municipal Code of the Village of Lake Bluff of 1988 (Code) except where the Code provides that a position is to be filled by the President of the Village and the Board of Trustees (and/or as otherwise provided by law).

4.2. Equal Employment Opportunity

It is the policy of the Village that all personnel activities shall be conducted in a manner that assures equal employment opportunities for all employees and applicants for employment in compliance with all applicable federal, state and local laws. No employees or applicants will be discriminated against with respect to the terms and conditions of their employment because of their political affiliation, race, color, religion, national or ethnic origin, creed, sex, sexual orientation or sexual preference, marital status, pregnancy or pregnancy related medical condition(s), age, disability or handicap, citizenship status, veteran status or any other class protected by law. All employees and applicants will be judged on the basis of non-discriminatory criteria, including such factors as merit, ability, performance, skills, knowledge and experience when applicable. This policy extends to all terms, conditions and privileges of employment, including hiring, probation, placement, promotion, demotion, discipline, transfer, lay-off and recall, retirement, termination, compensation, benefits, training and general treatment of employees.

4.3. Reasonable Accommodations for Individuals With Disabilities

We are committed to the employment of individuals with disabilities who can perform their essential job functions either with or without a reasonable accommodation. If you are in need of a reasonable accommodation, we encourage you to discuss this with your supervisor or Department Head. These issues will be confidential and only employees with a “need to know” the information will have access to any medical information discussed. We encourage you to participate in an interactive discussion to help identify appropriate accommodations that are available.

In the event an employee with a disability is in need of time away from work to attend medical appointments, physical therapy, etc., we will attempt to reasonably accommodate such time off provided: (a) you use your earned benefit time concurrently with this time away, and (b) you were unable to schedule the appointment outside your normal working time. In all other cases, employees are required to schedule such medical visits outside their normally scheduled working hours.

4.4. Employment of Relatives

Unless the Village Administrator has determined, based on the recommendation of a Department Head, that unique circumstances exist which demonstrate that the best interests of the Village shall be served, no more than one member of a family shall be employed in the same department of the Village, or in a sensitive position with the Village. Family members also shall not be placed in a supervisory/subordinate relationship.

Sworn Police Department personnel are not subject to this section. With regards to non-sworn Police Department personnel, generally no more than one member of a family shall be employed in the Police Department.

More than one family member may be employed within a single department of the Village if either employee holds a part-time or temporary/seasonal position, as long as a supervisory/subordinate relationship between the relatives does not exist.

For purposes of this Section 4.3, a sensitive position shall refer to any position in which an employee comes into contact with confidential information and an employee's family shall be defined as his/her spouse, parents, children, siblings, first cousins, aunts or uncles seeking full-time employment with the Village.

These issues will be addressed on a case-by-case basis considering all of the facts and circumstances involved to help ensure an actual or potential conflict of interest does not exist.

4.5. Residency Requirement

Although highly desirable, at the time of the publication of this Handbook, our employees are not required to maintain residency within the Village limits unless otherwise required by contract, Village Code, law or statute.

CHAPTER 5: EMPLOYMENT STATUS

5.1. Probationary Period

Unless otherwise specified in an applicable collective bargaining agreement or employment agreement, all full-time employees shall serve a minimum six (6) month probationary period. During his/her probationary period, an employee must exhibit the ability to learn and handle the job/position for which he/she was hired. No employee shall be appointed to full-time status without first being recommended for such status by his/her Department Head and a representative of the Village Administrator's office. Should an employee fail to attain satisfactory job performance by the end of his/her probationary period, at the discretion of the employee's Department Head and with the approval of the Village Administrator, the employee's probationary period may be extended for an additional period not to exceed six (6) months, or the probationary employee shall be dismissed. Even after the probationary period ends, employees who are not covered by a collective bargaining agreement may be terminated for any reason, with or without cause and with or without notice.

Upon successful completion of the probationary period, an employee attains full-time status and is no longer considered a probationary employee. Continued employment continues to be consistent with the at-will employment policy of the Village and is dependent, in part, on the employee's continued good character, adherence to Village and departmental rules and regulations, honesty, loyalty and the Village's ability to maintain its manpower levels.

5.2. Promotions

Every employee may be eligible for promotion to positions for which he/she is qualified. (either with or without a reasonable accommodation if disabled). Employees desiring to be considered for promotions shall make application through their Department Head. Promotions shall be based upon the ability to fulfill the requirements of the position as described and shall be made on the basis of ascertained merit, seniority and examination. Promotional written and oral test scores, education, past work record, exhibited interest and loyalty are all factors which may be considered in determining the qualifications of an employee for promotion. If it is in the best interests of the Village, vacancies in higher positions will be filled by promotion of qualified employees from subordinate positions. All promotions are made upon Department Head recommendation and with the approval of the Village Administrator.

Sick leave, vacation time, and other benefits provided to a promoted employee will be computed on the basis of the employee's original employment date with the Village. However, sworn police officers who are

promoted to the position of Sergeant will continue to accrue sick leave and vacation time at the rate set forth in the applicable collective bargaining agreement between the Illinois Fraternal Order of Police Labor Council and the Village until such time as the employees accrue more sick leave and vacation time under the Village's policies than under the collective bargaining agreement. A promoted employee will serve a six (6) month probationary period in accordance with the provisions that apply to a new hire, unless the Village Administrator waives this requirement.

5.3. Job Transfers and Position Reclassifications

Job transfers may be requested by an employee or the Village and may be either temporary or permanent. Job transfers may be made where the best interests of the Village and departmental operations are served and on the recommendation of the Department Head. Depending upon the nature of the duties and responsibilities assigned to an employee, a position may also be reclassified to more accurately reflect the position being filled. These position changes shall occur only upon approval of the Village Administrator. The Village Administrator shall have the authority to adjust an employee's salary to a lower or higher salary range to properly reflect the employee's new duties and responsibilities.

Employees who are transferred shall conform to the working policies of the department to which they are transferred. Transfers shall not have any effect on an employee's seniority.

5.4. Reference Checks/Employment Verification

The Village strives to protect the privacy of all employees while furnishing information necessary to serve the interests of its employees.

The Village Administrator or his/her designee is responsible for answering all requests for reference and salary information. No other Village employee is authorized to respond to these inquiries, except when directed to do so by the Village Administrator. All requests for information from the Village must be in writing and must include a waiver signed by the employee about whom information is sought. Copies of the employee's waiver and any written request will be kept in the respective employee's personnel file.

CHAPTER 6: OFFICIAL PAY PLAN

The Village Official Pay Plan is attached as Appendix A to this Handbook.

6.1. Purpose

The Village's Official Pay Plan shall be developed, maintained, administered and interpreted by the Village Administrator and approved by the Village Board of Trustees on an annual basis in order to provide a complete and continuous inventory of all positions within the Village and to group together into ranges those positions which are substantially similar in difficulty skills, necessary experience, and responsibility of work being performed, so as to warrant application of the same rate of pay.

6.2. Establishment of Salary Ranges and Position Titles

The Village's Official Pay Plan consists of a list of the established position titles and the annual salary ranges for each title. The Village Administrator determines the salary plan from time to time, typically on an annual basis, and it is effective when approved by the Village Board of Trustees. The position titles set forth in the Official Pay Plan are to be used as the exclusive means of reference for all official records and personnel actions.

6.3. Distribution of Salary Ranges and Position Titles

Copies of the salary ranges and position titles are distributed by the Village Administrator's office to all Department Heads and are available for review by all Village employees.

CHAPTER 7: WAGE ADMINISTRATION

7.1. Work Week

Full-time employees shall generally be required to work forty (40) hours per week. In order to meet operational demands, Department Heads (with the concurrence of the Village Administrator) may adjust work schedules for their departments as conditions dictate. This section shall not apply to employees who are covered by an applicable collective bargaining agreement.

7.2. Attendance

It is the personal responsibility of each employee to be at his/her workstation and fully prepared to begin work at his/her scheduled starting time. If an employee finds it necessary to be absent or late for work, he/she should notify his/her supervisor twenty-four (24) hours in advance, if possible, and in no event later than his/her scheduled starting time. Regular and punctual attendance at work shall be required of all employees. Employees who fail to observe attendance requirements and procedures for recording and reporting of attendance shall be subject to disciplinary action, up to and including termination, even for a first offense.

Whenever a non-exempt employee is absent from work for a full day or part of a day and the absence is not authorized by a specific leave provision of this Handbook, it shall be deemed an absence without leave. Employees may not be paid for any period during which they are absent without leave and such absences may result in disciplinary action, up to and including termination, even for a first offense.

If an employee is absent for three (3) or more consecutive days without notifying the Village, the Village will assume that the employee has voluntarily resigned his/her position.

7.3. Hourly Rate

Each employee shall be paid at the rate specified in the Official Pay Plan (Appendix A) for the position held by the employee at the time compensation is earned. The rates established by the Official Pay Plan shall be the official rates for all overtime compensation as well.

7.4. Emergency Shift Work

Whenever an emergency situation exists, as determined by the Village Administrator, each Department Head may structure his/her departmental forces in such a way as to assure a continued safe and efficient effort to cope with the situation. He/she may direct a portion of his/her department forces to rest, recuperate and then return to duty at a specific time.

7.5. Overtime Work

It is the policy of the Village to keep work in excess of established work schedules to a minimum and to permit such work only when it is necessary to meet Village operating requirements.

All non-exempt full-time and part-time employees shall be compensated at 1½ times their regular hourly rate for all authorized work in excess of their normal working day, for all work performed beyond their regularly scheduled workweek, and for all authorized work performed when they have been called back to work after normal working hours or on regularly scheduled days off, including holidays. Whenever an employee is called back to work on a temporary basis, the employee shall receive a minimum of two hours of overtime compensation. In addition, all full-time and part-time employees will be compensated at a rate of 1½ times their regular hourly rate whenever they work more than forty (40) hours during a given workweek. All non-exempt employees will also be compensated at a rate of 1½ times their regular hourly rate of pay for all hours worked on Memorial Day, Thanksgiving Day or Christmas Day. This section may not apply to employees who are covered by an applicable collective bargaining agreement.

7.6. Positions Ineligible for Overtime Pay

The overtime compensation provisions set forth in this Handbook shall not apply to anyone holding a position listed in the Executive, Managerial, or Administrative Pay Plan Schedule of the Official Pay Plan (Appendix A) and classified as exempt or to anyone holding a position that is classified as exempt from the federal and state wage and hour laws.

7.7. Pay Periods

Employees shall be paid bi-weekly for the work performed two (2) weeks preceding the pay period. Each pay period begins on a Sunday.

7.8. Pay Advances

If a payday will fall during an employee's vacation, or while he/she is on an authorized leave of absence, the employee may request an advance in pay equal to the pay that is due to the employee through the authorized period of absence. An employee must request such an advance from his/her Department Head a minimum of one (1) week prior to the date the advance is needed.

7.9. Payroll Deductions

Automatic payroll deductions shall be made as required by federal and state law, such as for Social Security and income taxes. Certain optional

deductions authorized by the employee may also be subtracted from each paycheck for deferred compensation, savings plans, additional life insurance, health insurance and other benefits approved by the Village. The list of benefits for which deductions may be made can be added to or reduced by the Village Administrator and as required by law.

If you feel that you have had an improper deduction made from your payroll check, please notify your supervisor or the Finance Department. We will investigate and remedy all payroll errors as appropriate. Be assured that no retaliation will be taken against any person who reports a possible payroll error.

CHAPTER 8: LEAVE OF ABSENCE

8.1. Sick Leave

All full-time employees accrue paid sick leave benefits at the rate of twelve (12) days per year, or 3.69 hours during every two (2) week pay period. All part-time employees approved by the Village Administrator to receive sick leave benefits accrue paid sick leave proportionate to the number of hours normally worked on each work day. For example, a part-time employee who is normally scheduled to work four (4) hours per day, five (5) days a week (a total of twenty (20) hours per week) would only accrue six (6) days per year, or 1.85 hours during every two (2) week pay period. Unused sick time may be carried over from one year to the next. Sick leave is granted to employees as a privilege. It shall only be used when necessary and shall not be abused. Abuse of sick leave is reason for disciplinary action, up to and including termination, even for a first offense.

Sick leave with pay is authorized only if an employee notifies his/her Department Head or immediate supervisor of the necessity for absence in advance of his/her scheduled starting time. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification, as determined by his/her Department Head, in advance of the employee's assigned starting time. Sick leave with pay may be approved under the following circumstances:

- a) When an employee suffers from a bona fide personal illness or injury. When a child or spouse is ill or injured, the employee may also be permitted to use sick-time, at the discretion of the employee's Department Head. Approval is typically granted only if there is no one else available to care for the ill child or spouse.
- b) Employees are encouraged to schedule doctor's appointments outside working hours or towards the end or beginning of the workday. An employee's Department Head may approve the use of sick leave to attend doctor's appointments on a case-by-case basis and depending on the specific situation.

As a condition to the granting of paid sick leave benefits, an employee may be required to file a certificate of health completed by a practicing physician and conform to any medical advice contained therein.

In the case of a very serious or prolonged personal illness and in accordance with the Family and Medical Leave Act (FMLA), (for eligible employees), an employee who uses all accumulated sick leave may use all accumulated vacation and holiday leave for sick leave purposes before being removed from full pay status. This leave will run concurrently with FMLA leave. Upon exhausting all of the above benefits, and unpaid FMLA

leave, the employee may apply to the appropriate pension or retirement plan for eligible disability benefits.

On separation from the Village in good standing, an employee having a minimum of sixty (60) days and not more than 119 days of accrued sick leave, shall receive compensation equal to 20% of all days accrued at his/her current hourly rate. An employee having a minimum of 120 days of accrued sick leave shall receive compensation equal to 40% of all days accrued at his/her 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.

Employees who are disabled and in need of extended time off beyond the amounts of time stated in this policy are urged to notify their supervisor or Department Head to determine if reasonable extensions are appropriate. These issues will be addressed on a case-by-case basis considering the facts and circumstances involved.

8.2. Bereavement Leave

The Village will provide an employee with paid leave as a result of a death in the employee's family. Such leave shall be for a period not exceeding three (3) workdays. For purposes of this section, an employee's family shall be defined as his/her parents, grandparents, spouse, children (including "step" or "adopted"), brothers, sisters, grandchildren, mothers-in-law, fathers-in-law, brothers-in-law and sisters-in-law.

8.3. Occupational Injury Leave

If an employee is injured on the job, no matter how slightly, the employee must immediately report the injury to his/her Department Head and/or the Village Administrator's office. Immediate reporting of an injury is necessary to ensure prompt and accurate submission of a workers' compensation claim. The failure to immediately report a work-related injury may result in disciplinary action, up to and including termination. The supervisor should complete the Form 45 and any other required documentation within twenty-four (24) hours of being advised of the work-related injury. Medical and hospital expenses incurred due to injuries received on-the-job will be paid for in accordance with Village policy and applicable provisions of the Workers' Compensation Act, provided proper and prompt notice of the accident has been reported by the employee to his/her Department Head and/or the Village Administrator's office.

An employee on injury leave may be compensated, up to a maximum of 30 working days per occurrence, without such leave being charged against any

sick leave days which that employee may have accumulated, at the salary rate the employee was making at the time of the accident, less the deduction of the amount paid to the employee by the Village's workers' compensation insurance carrier, unless otherwise required by law. In no case shall the total workers' compensation payments plus the supplemental payments charged to sick leave, injury leave, vacation or holidays be greater than the employee's regular wage. An employee who receives his/her full pay from the Village will be required to endorse back to the Village his/her workers' compensation checks for payment of his/her work-related injury. The employee must contact his/her direct supervisor on a weekly basis to advise of his/her condition and projected return-to-work date. Occupational injury leave, whether paid or unpaid, shall run concurrent with FMLA leave.

All vacation time, sick leave and holiday leave earned while on occupational injury leave shall accrue at the employee's regular rate.

During the period of injury leave, the injured employee shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this provision forfeits his/her continuing compensation from the time such employment begins. Any salary compensation due the injured employee under the provisions of the Worker's Compensation Act or any salary due him/her from any type of insurance which may be carried by the Village shall revert to the Village during the time such employment continues. Any injured employee receiving compensation under this provision shall not be entitled to any benefits for which he/she would qualify because of his/her injury under the provisions of the Illinois Pension Code, as amended.

A full-time employee who is eligible for occupational injury leave may be required to return to work in a temporary light duty assignment, if available. Light duty assignments will not always be available. An employee's Department Head, in consultation with the employee and his/her treating physician, shall determine an employee's ability to perform light duty assignments. An employee on light duty may be assigned to work in any Village Department.

8.4. Leave of Absence Without Pay

A leave of absence without pay may be granted by the Village Administrator if such leave is deemed justified. An employee requesting a leave of absence, for any reason, must submit a written request. This request must first be approved by the employee's Department Head and is then forwarded to the Village Administrator to make the final decision. Requests for a leave of absence must be made at least thirty (30) days in advance of the leave in order to allow time to carry out this procedure.

Sick leave and vacation benefits shall not accrue while an employee is on a leave of absence. However, an employee on leave may maintain his/her life and health insurance and retirement plans in full force during such leave by arranging to pay the Village the cost of the relevant premiums during the period of his/her leave. Failure to make such arrangements, or regularly scheduled premium payments, will result in cancellation of the employee's benefits. If a benefit is canceled, the rules and regulations of the Village's insurance carrier shall apply when the employee returns to work and seeks coverage.

An employee's anniversary date shall be adjusted to reflect the length of the leave if the leave extends for longer than thirty (30) days. If the leave is less than thirty (30) days, there will be no adjustment to the employee's anniversary date. Employees requesting a leave of absence without pay must be aware that any position may be eliminated or substantially changed during the duration of their leave and, therefore, absolute assurance of reinstatement cannot be given.

Failure of an employee to provide a weekly report to his/her supervisor with regard to his/her anticipated return-to-work date or failure of an employee to report for duty on his/her scheduled return-to-work date following the expiration of his/her leave may result in disciplinary action, up to and including termination, even for a first offense.

8.5. Family and Medical Leave

Employee Eligibility, Leave Entitlement, and Job Restoration

Employees who have been employed by the Village for at least twelve (12) months and who have worked at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave per rolling twelve (12)-month period in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). This twelve (12)-month period is calculated on a rolling basis measured backward from the date on which the employee uses any family and medical leave ("FMLA leave").

FMLA leave is available for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth or placement into the employee's family by adoption or a foster care arrangement;
3. To provide needed care for the employee's spouse, child or parent who has a serious health condition; and
4. The employee's own serious health condition which renders the employee unable to perform the functions of his or her position.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment. In most cases, serious health conditions do not include short-term conditions, such as the cold, flu, earache, upset stomach, or a migraine.

In the case of FMLA leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis if such leave is medically necessary. If the need for intermittent or reduced hours leave is foreseeable based on planned medical treatment, the employee generally must schedule the treatment in a manner that does not unduly disrupt the Village's operations. Also, if intermittent or reduced hours leave is required, the Village may temporarily transfer the employee to another position with equivalent pay and benefits that better accommodates such leave.

In the case of an FMLA leave for the birth or placement of a child, intermittent or reduced hours leave cannot be taken without the approval of the Village Administrator or his/her designee. If both spouses are employed by the Village, the combined FMLA leave for the birth or placement of a child, or to care for a parent who has a serious health condition, shall not exceed twelve (12) weeks.

Employees who return to work from an FMLA leave within their maximum twelve (12) weeks per rolling twelve (12)-month period will be reinstated to their former position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed by the Village during the FMLA leave period. Therefore, if changes in the Village's business occur during an employee's FMLA leave and the employee would have been terminated, laid off or reassigned had he or she been on active status, the employee is not guaranteed reinstatement.

If an employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned, unless the employee requests and is granted a personal leave of absence or remains off work on an approved leave. In either case, the Village cannot guarantee the availability of a position when the period of leave exceeds the job-

protected leave period provided by the FMLA. In addition, certain key employees may be denied restoration to their prior or an equivalent position.

Note: As of ~~4/1/13~~ 5/1/16, the Village employs fewer than 50 employees and therefore there are no employees who will meet the eligibility requirements to receive FMLA benefits. While we remain a covered employer, the determination about whether an employee is “eligible” for FMLA benefits will be determined at the time the leave will begin based on the facts presented at the time. Of course, even if an employee is not FMLA eligible, he or she may be eligible for time off under the Village’s other leave policies and practices. Please plan accordingly and speak to the Village Administrator at (847) 234-0774, if you have questions or need further clarification.

Military Family Leave

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12)-week FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigency leave is not available to family members of the Regular Armed Forces on active duty or with respect to calls to active duty by State governments. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave for a qualifying exigency may be taken on an intermittent basis.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a spouse, son, daughter, parent, or next of kin who is a covered service member during a single twelve (12)-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Outpatient status means the status of an Armed Forces member assigned to either a military medical treatment facility as an outpatient, or a unit established to provide command and control of Armed Forces members receiving medical care as outpatients. Serious injury or illness means an injury or illness incurred in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating. This leave may be taken intermittently if medically necessary. Although an employee may use up to twenty-six (26) weeks of leave to care for a covered service member, an employee that takes leave to care for a

covered service member is nonetheless limited to an aggregate total of twenty-six (26) weeks of leave in a twelve (12)-month period for all types of FMLA leave.

Notice And Certification

Requests for FMLA leave should be submitted in writing to the Village Administrator's office to the attention of the Village Administrator or his/her designee. Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Village's normal call-in procedures for reporting absences. Leave to accommodate planned medical treatment should, when possible, be scheduled to avoid disruption of Village operations. Employees taking intermittent leave must comply with the Village's normal call-in procedures unless their condition precludes them from doing so. Employees must provide sufficient information for the Village to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. If an employee seeks leave for a reason for which he or she has previously been granted FMLA leave within the past twelve (12) months, the employee must specify the reason for which FMLA leave was previously taken.

After receiving a request for FMLA leave, the Village will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the Village will inform the employee about any additional information the employee must provide to qualify for FMLA leave as well as the employee's rights and responsibilities concerning FMLA leave. If the employee is not eligible for FMLA leave, the Village will inform the employee why he or she is not eligible.

Employees requesting FMLA leave may be required to submit a certification from their health care provider establishing the existence of a serious health condition, the need for the leave and its probable duration. The medical certification form may be obtained from the Village Administrator's office. When required, such certification must be submitted as soon as practicable, but, in no event, later than fifteen (15) calendar days after the request. If the Village concludes that an employee's medical certification is insufficient, it will notify the employee in writing of the additional information that is necessary to complete the certification. The employee then has seven (7) calendar days to provide the requested information. The Village reserves the right to require a second and/or third medical opinion by a health care provider of its choice.

The Village will then inform the employee whether leave will be designated as FMLA-protected and, if known, the amount of leave that will be granted.

The Village will also notify the employee if it determines that the leave is not FMLA-protected.

Employees on FMLA leave must periodically notify the Village Administrator or his/her designee of their status and intention to return to work, and may be required to submit periodic medical recertifications. Employees who are expecting to return to work early from FMLA leave must inform the Village Administrator or his/her designee as soon as practicable. In addition, in order to return to work after an FMLA leave due to the employee's own serious health condition, the employee must submit a certification from his or her health care provider that the employee is able to resume work and perform the essential functions of the employee's job, i.e., fit for duty. An employee will not be returned to work until the employee has submitted this documentation.

Failure to meet the notice and certification requirements may result in denial of a request for leave; counting the employee's days off against his or her attendance record; disciplinary action, up to and including termination; or denial of reinstatement following the leave.

Prohibition On Working

As with other forms of leave, except where express authorization is given, employees on FMLA leave are prohibited from performing any work, paid or unpaid, for any other person or entity, including the employee's own business. Violations of this prohibition may result in FMLA leave being revoked and the employee's prior days off being counted against his or her attendance record; disciplinary action, up to and including termination; or denial of reinstatement following the leave.

Health Insurance And Other Benefits

During an FMLA leave, the Village will continue to pay its portion of the group health insurance premiums, and the employee must continue to pay his or her share of the premiums (including the employee's share of any premium increases). The employee's failure to pay his or her share of the premiums will result in loss of coverage. If the employee does not return to work after the leave expires, the employee must reimburse the Village for all premiums the Village paid during the leave, unless the employee does not return because of the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

Employees will not lose any employment benefits earned and accumulated before their FMLA leave begins. However, employees are required to use their earned and accumulated paid vacation days, personal days, and sick days (if the leave is for a serious health condition and is taken under circumstances that meet the Village's usual requirements for the use of sick

leave) in conjunction with FMLA leaves, unless the leave otherwise is paid (e.g., because the employee is receiving workers' compensation or other disability benefits). Employees will continue to earn additional paid vacation days and sick days during their FMLA leave only for so long as they remain in a paid status under the terms of this policy.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

This policy is intended to comply with the Family and Medical Leave Act of 1993 as amended, and its implementing regulations. The Village will be guided by the specific provisions of the FMLA and related regulations issued by the U.S. Department of Labor when interpreting and applying this policy in individual cases.

8.6. Court Leave

As required by law, Village employees who are summoned to serve as witnesses will be granted an unpaid leave of absence for the hours necessary to attend court. In addition, full-time and part-time employees subpoenaed as witnesses in a civil or criminal case related to Village activity or selected for jury duty may be granted paid leave during their absence. However, this paid time off will be equal to the employee's regular hourly rate minus any compensation the employee receives for witness or jury duty, with the exception of mileage allowances. The Village Administrator has the authority to grant additional paid court leave depending on the specific circumstances. To receive pay for witness or jury duty, an employee must sign and turn over to the Village the employee's check from the government. In exchange, the employee will receive his/her regular payroll check covering the period of absence. Court provided checks for mileage or travel expenses need not be turned over to the Village.

8.7. Military Leave

In accordance with applicable federal, state and local laws, military leaves of absence may be available to employees who enlist or are inducted into federal or state military service. To be eligible for a leave of absence in order to satisfy one's military obligations, an employee must submit written verification of military service from the appropriate state or federal military authority.

Upon completion of military duty, employees are expected to report back to work with a certificate of satisfactory completion of military service. The Village will reinstate employees to an employment position as required by federal and state law. Employees must exercise their re-employment rights within a specific period of time following their release from military service. The time limitations vary depending on each employee's length of service and medical condition. Failure to timely report to work after completion of military duty will result in disciplinary action, up to and including discharge or denial of reinstatement. Please contact the Village Administrator's office for details concerning reinstatement options and the obligations of employees under the applicable statutes.

8.8. Family Military Leave

Under the Family Military Leave Act, eligible employees who are the spouse or parent of a person called to military service lasting longer than thirty (30) days are permitted to take up to a total of thirty (30) days of unpaid leave. This policy will be construed in accordance with the then applicable laws governing this issue.

An employee is eligible if he/she:

- a) Has been employed by the Village for at least 12 months; and
- b) Has completed at least 1,250 hours of service during the 12 months before the leave of absence begins.

An employee must exhaust all vacation, personal days, and any other leave that may be granted, not including sick or disability leave, before requesting Family Military Leave.

An employee must provide at least fourteen (14) days' notice of the intended date upon which the leave will commence if the leave will consist of five (5) or more consecutive work days. Where able, an employee must consult with his/her supervisor so as to not unduly disrupt Village operations. If the leave will consist of less than five (5) consecutive work days, notice must be given as soon as practicable. The Village may require certification from the proper military authority to verify eligibility.

The Village will restore an employee to his/her former position or to an equivalent position with equivalent pay, benefits, and other employment terms, provided the employee returns to work at the end of his/her scheduled leave.

The Village fully supports the concept of family military leave as a means of easing the tensions that may arise between family and workplace obligations. Accordingly, it will not interfere with or restrain any employee

in the exercise of family military leave rights, nor will it retaliate or discriminate against anyone who seeks to enforce these rights.

8.9. Voting Leave

The Village encourages employees who desire to do so to exercise their right to vote before or after working hours. Employees who are registered to vote and who are not otherwise able to vote outside working hours are eligible to receive up to two (2) hours off without pay in order to vote in a general or special election, or an election where propositions are submitted to a popular vote. All requests for such time off must be submitted to an employee's supervisor prior to the election day and the Village may specify the hours during which employees may absent themselves from work in order to vote.

8.10. Leave for School Appearance

Every employee is entitled to unpaid leave for attendance at school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours.

To be eligible for unpaid school visitation leave, employees must have worked the six (6) consecutive months before the leave and have worked an average number of hours per week equal to at least one-half the hours worked by a full-time employee. Additionally, employees must have exhausted all accrued vacation, personal, and other leave (excluding sick and disability leave). To obtain this unpaid leave, an employee must provide his/her supervisor with a written request for leave at least seven (7) days in advance of the conference. In emergency situations, the request must be made at least twenty-four (24) hours in advance. Employees may make up the unpaid time off by working on a different day or shift as directed by their supervisor.

Although employees are allowed up to eight (8) hours of leave per school year, employees may not take more than four (4) hours of leave in a single day and the Village can require that the leave be scheduled so as not to unduly disrupt its operations. Each employee must submit documentation of the school visitation to his/her supervisor. Any employee who fails to submit a verification statement to his/her supervisor within two (2) working days following the school visitation shall be subject to the standard disciplinary procedures imposed by the Village for unexcused absences from work.

8.11. Blood Donation Leave

Full-time employees who have been employed by the Village for at least six (6) months may receive up to one hour of paid leave every fifty-six (56) days to donate blood. However, employees may take leave only after obtaining approval from their manager.

8.12. Victim's Economic Security and Safety (VESSA) Leave

Employees who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence, are permitted to take up to twelve (12) weeks of unpaid leave during any twelve (12)-month period to:

- a) Seek medical attention for, or to recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or a family or household member;
- b) Obtain services from a victim services organization for the employee or a family or household member;
- c) Obtain psychological or other counseling for the employee or a family or household member;
- d) Participate in safety planning, relocating, or taking other actions to increase the safety of the employee or a family or household member; or
- e) Seek legal assistance or remedies to ensure the health and safety of the employee or a family or household member.

Employees must give their supervisor or the Village Administrator or his/her designee at least forty-eight (48) hours of advance notice of their intention to take leave unless such notice is not practicable.

The Village may require certification to verify that the employee or the employee's family or household member is a victim of domestic or sexual violence or to verify that leave is for one of the five purposes listed above.

During the leave, the Village will continue an employee's health care coverage on the same basis as prior to the leave. The Village may recover the premium it paid for maintaining coverage if:

- a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; or
- b) The employee fails to return from leave for any reason other than the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave under VESSA, or other circumstances beyond

the employee's control. The Village may require the employee to submit a certification that he/she is unable to return to work. All information provided to the Village will be kept confidential unless disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

The Village will restore an employee to his/her former position or to an equivalent position with equivalent pay, benefits, and other employment terms, provided the employee returns to work at the end of his/her scheduled leave.

The Village fully supports the concept of VESSA leave. Accordingly, it will not interfere with or restrain any employee in the exercise of VESSA leave rights, nor will it retaliate or discriminate against anyone who seeks to enforce these rights.

CHAPTER 9: HOLIDAYS, PERSONAL DAYS AND VACATION DAYS

9.1. Designated Holidays

The Village observes the holidays listed below, unless changed by the Village Administrator and approved by the Village Board of Trustees.

1. New Year's Day (January 1)
2. Memorial Day
3. Independence Day (July 4)
4. Labor Day
5. Columbus Day/Veteran's Day
6. Thanksgiving Day
7. Thanksgiving Friday (Day after Thanksgiving)
8. Christmas Day (December 25)

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The Village Administrator may change these observances for operational reasons.

In the event an employee does not work on his/her scheduled workday before or after a holiday, and he/she has not taken an authorized leave, he/she shall not receive holiday pay until proof of sickness or excusable absence is established to the satisfaction of his/her Department Head.

Part-time employees receive holiday pay equivalent to the average number of hours they worked each day during the preceding four (4) week period.

If an employee needs time off for a religious holiday which is not a designated holiday by the Village, the employee is encouraged to notify his/her supervisor or Department Head in advance and make arrangements to take personal or vacation time off for this purpose.

9.2. Personal Days

Full-time and part-time employees earn 2 personal days on May 1 of each year and 2 personal days on November 1 of each year. Temporary and seasonal employees do not receive personal days.

9.3. Vacation Days

For purposes of this vacation leave policy, a pay period consists of two (2) weeks and there are twenty-six (26) pay periods included in every calendar year.

Employees are not permitted to accrue more than 240 vacation hours. Effective May 1st each year, beginning on May 1, 2013, employees with 240 vacation hours accrued will have reached the “cap” which means that the employee will cease accruing additional time until the balance falls below 240 hours.

<u>Years of Service</u>	<u>Hours Earned Per Pay Period</u>	<u>Hours Earned Per Year</u>	<u>Days Earned Per Year</u>
1 to 5	3.08	80	10
6	3.38	88	11
7	3.69	96	12
8	4.00	104	13
9	4.31	112	14
10	4.62	120	15
11	4.92	128	16
12	5.23	136	17
13	5.54	144	18
14	5.85	152	19
15	6.15	160	20
20	6.46	168	21
21	6.77	176	22
22	7.08	184	23
23	7.38	192	24
24+	7.69	200	25

Vacation time may be used depending upon individual department policies and at the discretion of one's Department Head.

The Village reserves the right, by action of its Department Heads and the Village Administrator, to approve or disapprove any vacation requests. However, every effort will be made to grant vacation during periods requested by employees, consistent with the operational needs of each department. For the well-being of each employee and to ensure his/her

physical and mental fitness, employees are encouraged to use vacation leave.

Employees are not permitted to work additional days for extra pay instead of taking their vacation time. However, in special circumstances, when it is in the best interests of the Village, and upon the approval of the Village Administrator, the Village may purchase a portion of an employee's accrued vacation time at the employee's regular hourly rate.

Upon termination of one's employment with the Village, an employee will be paid for any accrued, but unused, vacation time.

Regardless of the other provisions of this policy, part-time employees must be approved by the Village Administrator in order to receive any vacation benefits. Part-time employees who receive such benefits accrue vacation time computed by the number of hours worked in a given year. For every hour worked by a part-time employee, he/she may earn a specified amount of vacation time as determined by the Village Administrator.

CHAPTER 10: INSURANCE

All full-time employees, and part-time employees scheduled to work a minimum of thirty (30) hours each week, and their dependents, are eligible to be covered by a group health, dental and vision insurance program to be chosen by the Village. The Village may choose to pay a portion of the health, dental and vision insurance premium costs for both the employee and his/her dependents, as determined annually by the Village President and the Board of Trustees.

For a period of thirty (30) days prior to each plan year, each employee, upon proof of applicable insurance by another carrier, shall have the option to elect not to receive the health, dental and vision insurance offered by the Village. Such election will be effective for a period of twelve (12) months beginning on the plan year. Any employee who is eligible to be covered by the Village's group health, dental and vision insurance program and who elects not to receive coverage for himself/herself and his/her dependents shall receive a payment of \$1,000. Any employee who is eligible only for individual coverage who elects not to be covered by the Village's group health, dental and vision insurance program shall receive a payment of \$700. Such payments shall be paid in two equal installments, at the first payroll period of the plan year and six (6) months later. If an employee does not exercise the right to elect whether to accept or decline coverage during the thirty (30) days prior to July 1, his/her prior election will continue to be in effect for a period of an additional twelve (12) months. Any employee who has elected not to be covered and/or has elected not to receive coverage for his/her dependents 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 himself/herself or his/her dependents as required by law. This opt-out payment shall be prorated if the employee works a partial year or changes his/her election during the applicable twelve (12) month period.

Full-time employees and those part-time employees entitled to receive health, dental and vision benefits may be enrolled in the Village's group life insurance program if they so choose. The amount of life insurance coverage offered to employees will be determined annually by the Village President and the Board of Trustees.

Eligible employees will begin receiving health, dental, vision and life insurance on the first day of employment with the Village. If an employee is dismissed from Village service for any reason, health, dental, vision and life insurance coverage ceases on the day employment terminates. However, employees terminating their employment with the Village may be eligible to continue their health insurance coverage at their own expense in accordance with the terms of the Village's policies and/or applicable state or federal law.

In some cases, an insurance benefit is explained in detail in a Benefits Brochure, Summary Plan Description, or Plan Document. Where such documents exist, the Benefits Brochure, Summary Plan Description, or Plan Document controls and any information in this Handbook contrary to those documents is of no effect. As with all policies, the Village reserves the right to change, modify or eliminate any insurance benefit at any time, for any reason, with or without notice.

CHAPTER 11: RETIREMENT AND DEFERRED COMPENSATION

11.1. Retirement Benefits

All Village employees may be eligible to receive retirement benefits after reaching the age and length of service requirements specified by the Village's retirement plan in which they are enrolled. Applicants for retirement shall contact the Village's Payroll Department to obtain further information concerning the appropriate retirement plan procedures.

In accordance with statutory requirements, employees working more than 1000 hours per year may be included in one of the following pension funds: the Illinois Municipal Retirement Fund (IMRF) for general employees or the Lake Bluff Police Pension Fund for Police Officers. Detailed information concerning these pension funds can be obtained from the Village's Finance Department or members of the Lake Bluff Police Pension Board.

11.2. Deferred Compensation

Employees may participate in a voluntary deferred compensation plan as authorized by the Village Board of Trustees.

CHAPTER 12: EMPLOYEE CONDUCT

12.1. Resignation

Any employee who is in good standing may resign from his/her employment with the Village by presenting his/her resignation in writing. Department Heads should present a notice of resignation no less than four (4) weeks prior to its effective date. All other employees should present such notice of resignation no less than two (2) weeks prior to its effective date. Resignation notices shall be promptly forwarded to the Village Administrator.

Reemployment

An employee who has resigned from the Village and is subsequently reemployed will not be credited with prior Village service for the purpose of computing seniority in service, vacation time, sick leave or other benefits that may be in effect. Under certain circumstances, the Village Administrator has the right to waive these restrictions. Employees who are terminated for cause and/or who fail to give advance notice prior to resignation, are generally not eligible for rehire or re-employment. Exceptions will only be considered if required by law.

12.2. Termination

Any employee may be terminated at any time, for any reason, with or without cause, and with or without notice, in accordance with the Village's employment at-will policy, unless this policy conflicts with a written agreement signed by the Village Administrator or Village President and the employee (or designated employee representative).

12.3. Reduction in Force (Layoff)

A Department Head, with the approval of the Village Administrator, may layoff any employee based on non-discriminatory criteria such as seniority, ability, performance, skills, knowledge or experience because of lack of funds or curtailment of work. A Department Head may, with the approval of the Village Administrator, appoint an employee who is to be laid off to any existing vacancy in a lower classification for which he/she is qualified.

12.4. Return of Village Property

Each employee whose employment with the Village has terminated, whether voluntarily or involuntarily, must return all Village-owned equipment and property to the Village in good repair and condition.

12.5. Exit Interviews

The Village Administrator, or his designee, may conduct an exit interview in the case of a resignation or termination. Employees who are leaving the employment of the Village may also request an exit interview. All requests shall be made to the employee's immediate supervisor. Any documented conversation at the interview will be signed and placed in the employee's personnel file.

12.6. Disciplinary Action

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency, and economy in their work for the Village. Department Heads and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever the conduct of an employee falls below a desirable standard, his/her supervisors generally will point out the deficiencies at the time they are observed when appropriate. Corrections and suggestions are intended to be made in a constructive and helpful manner in an effort to elicit the cooperation of the employee. In some cases, however, corrective discipline may not be appropriate.

Any activity which discredits the Village, is a hindrance to the operations of the Village or is offensive to fellow employees or Village patrons may result in disciplinary action. Department Heads are authorized to use appropriate disciplinary measures for either on or off duty misconduct. It is not possible to identify every type of conduct that could lead to discipline or termination. **Some examples (not all inclusive list) of general types of conduct that may lead to various forms of disciplinary action, up to and including termination, even for a first offense, include, but are not limited to, the following:**

- a) Drinking, using or being under the influence of alcohol or any controlled substances when reporting to or being on duty;
- b) Being convicted of certain criminal behavior on or off duty (these issues will be addressed on a case-by-case basis considering factors such as the nature of the employees duties and the type of offense involved);
- c) Abusive, threatening, intimidating or offensive attitude, conduct or language toward the public or Village officers or employees (this is not intended to limit free speech rights);
- d) Insubordination, incompetence, negligence, inefficiency, failure or refusal to perform assigned duties;
- e) Damage or negligence in the care and handling of Village property;

- f) Violating any lawful and reasonable regulation, departmental rule or a superior's directive amounting to an act of insubordination, or resulting in loss or injury to the Village or the public;
- g) Violating any Village ordinance or administrative regulation;
- h) Inducing or attempting to induce any officer or employee of the Village to commit an illegal act, to act in violation of any lawful and reasonable departmental or official regulation or order or to participate in such acts;
- i) Soliciting or receiving any fee, gift, or other item of value in violation of the State Officials and Employees Ethics Act;
- j) Using or attempting to use political influence or bribery to secure an advantage in an examination or promotion;
- k) Excessive tardiness or absences from duty without proper authorization;
- l) Excessive use of Village telephones or computers to conduct personal business during working hours, or the unauthorized use of Village telephones to make long distance calls;
- m) Claiming sick or other leave under false pretenses;
- n) Dishonesty in or falsification of employment records or any records or documents relating to Village business (no matter when discovered);
- o) Failing to have a valid class of driver's license while driving a Village owned vehicle;
- p) Discrimination or harassment (including bullying) prohibited by the Village policies;
- q) Theft or destruction of Village property (regardless of value of property);
- r) Inappropriate or unauthorized use of confidential information;
- s) Bringing or possessing any weapons, explosives, non-duty related guns, or other dangerous items or materials in working areas or in personal vehicles that are parked in areas where employee vehicles are parked. We reserve the right to inspect all packages, work areas, purses, briefcases, containers, cars, etc. to ensure compliance with this rule.
- t) Conduct unbecoming a Village employee; and
- u) Any other violation of the provisions of this Handbook or any Village rule, regulation, policy, procedure or practice.

12.7. Disciplinary Process

The Village generally endorses a policy of progressive discipline in appropriate cases. However, the Village specifically reserves the right to discipline its employees in any manner that it sees fit and to determine what level of discipline will be imposed. ***This policy in no way modifies the at-will status of Village employees, nor does it limit or affect the Village's ability to bypass any disciplinary step discussed below.*** As previously stated, any level of discipline may be imposed and the level of discipline applied in any specific circumstances will be determined solely by the Village. Generally, the following factors are considered in determining the form of discipline imposed: the seriousness of the offense; the repetitive nature of the offense; and the employee's prior work and disciplinary record. In some cases, an employee may be terminated or suspended for a first offense. Disciplinary action may involve any one or more of the following in appropriate cases:

- a) Oral Reprimand: A verbal warning to an employee from a supervisor that if his/her actions continue, a written reprimand will be issued.
- b) Written Reprimand: A written warning transmitted through the appropriate Department Head to the employee and the Village Administrator stating the specific actions leading to the reprimand. A copy of said reprimand shall be ~~placed in~~ made part of the employee's personnel file.
- c) Suspension With or Without Pay: Temporarily removing an employee from duty status for a specified period where the cause of the discipline is not considered sufficiently severe to require dismissal. A suspension shall be recommended by a Department Head and approved by the Village Administrator.

When an employee has acted or is alleged to have acted in a manner which would be cause for dismissal, the employee may be suspended while such charges are investigated. ~~Whenever~~ In most cases, an employee is suspended pending the completion of a trial or investigation and is subsequently exonerated, the employee shall be reinstated without loss of pay or benefits.

- d) Demotion: Moving an employee from one position to another position, often to a classification with a lower maximum salary range. A demotion shall be recommended by a Department Head and approved by the Village Administrator.
- e) Dismissal: Termination of an employee's employment with the Village. A dismissal shall be recommended by a Department Head and approved by the Village Administrator.

This process does not apply to those covered by a collective bargaining agreement. This process also does not apply to those employees subject to the Rules and Regulations of the Board of Fire and Police Commissioners and/or the Illinois Municipal Code where it conflicts with the provisions of those Rules or that statute.

12.8. Disciplinary Action Appeal Process

The following appeal process is solely intended to provide some guidelines to help assure fair and equitable personnel decisions with respect to suspensions and dismissals in appropriate cases. Please understand that this Process does not limit the right of the Village, through its Village Administrator or otherwise, to take any personnel action that it deems appropriate. Nothing in this process is a guarantee of any specific procedural right or term or condition of employment.

- a) Notice of a suspension or dismissal by a Department Head generally will be in writing and shall state the reasons for the disciplinary action. The notice generally will be furnished to an employee within two (2) business days of the decision to suspend or dismiss the employee (or a reasonable period of time thereafter). A copy of the notice generally will be filed with the Village Administrator within that same time period.
- b) No disciplinary action shall be final until an employee has been given the opportunity to appeal the action if requested by the employee. Within twenty-four (24) hours after receiving notice of a suspension or dismissal, an employee who wishes to appeal a disciplinary decision must submit, in writing, his/her reasons for appealing the decision. This memorandum shall be submitted to the employee's Department Head who shall forward it to the Village Administrator, with his/her comments, within two (2) days of receipt. If no timely appeal is filed, the discipline action will be imposed and considered final; however, the employee will have a right to schedule a meeting with the Village Administrator (or designee) to see if further discussion is warranted.
- c) In the event of an appeal by an employee, the Village Administrator shall have the final authority to sustain, increase or decrease the disciplinary action.
- d) Decisions of the Village Administrator, following an appeal, will be made in accordance with Village policy and shall be final and not subject to further appeal. The Village Administrator generally will notify the affected employee of a final decision within two (2) weeks after receiving the employee's appeal memorandum (or within a reasonable period of time thereafter if necessary based on the circumstances involved).

CHAPTER 13: GRIEVANCE PROCEDURE

If an employee has a grievance concerning his/her job classification, working conditions, salary or other matters relating to his/her job, he/she should act as follows:

- a) Nothing in this Grievance Procedure creates a contractual right to employment for a specific term or condition.
- b) The employee shall first discuss the problem with his/her immediate supervisor and/or Department Head.
- c) If the employee's supervisor cannot offer a solution that is satisfactory to the employee, the supervisor should make an appointment with the employee's Department Head for a conference at which time the employee, the supervisor and the Department Head can discuss the problem. If the problem concerns the supervisor or if the employee would be more comfortable reporting the problem to another person, the employee may request a meeting with his/her Department Head.
- d) If a conference between an employee and his/her Department Head does not give the employee satisfaction, the Department Head, upon the request of the employee, should send a memorandum to the Village Administrator stating the employee's grievance and the action taken thus far.
- e) An employee may then request a meeting with the Village Administrator.

While an employee is encouraged to continue with the organizational chain of command as set forth above, if specific concerns arise, an employee may request a meeting with the Village Administrator.

The Village Administrator's decision concerning a grievance shall be final and not subject to appeal. Those employees covered by a collective bargaining agreement are not subject to this process, but must follow the grievance procedures outlined in the applicable agreement.

CHAPTER 14: DRUG AND ALCOHOL FREE WORKPLACE

14.1. Purpose

The Village recognizes that drug and alcohol abuse are pervasive in our society. The Village further recognizes that the workplace is not exempt from the use or abuse of such substances. The use and misuse of alcohol and drugs by Village employees is contrary to a drug and alcohol free workforce and workplace. The use of these substances not only threatens the health of the user, but also increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, degradation of trust in the Village to effectively service its citizens, and related problems in the workplace. For these and other reasons, the Village is committed to creating and maintaining a workplace free of drugs and alcohol. All employees are required to abide by the rules in this policy as a condition of their employment with the Village.

This policy is intended to target and rectify current abuse. The Village will not discriminate against persons who have abused alcohol or drugs in the past and will give the same consideration to persons with diagnosed chemical dependencies as to employees with other diseases, as required by federal and/or state law. Moreover, the Village recognizes that substance abuse is a medical problem that can be successfully treated. Early detection and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced work, personal, and social disruption. The Village therefore encourages employees who believe that they have a drug or alcohol problem to seek the assistance of its Employee Assistance Program as described below.

To assist employees to understand and to avoid the perils of drug and alcohol abuse, the Village is involved in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. Through this policy and related efforts, the Village will attempt to inform employees about the dangers of alcohol and drug abuse, the Village's Alcohol and Drug Policy, the availability of treatment and counseling for employees who voluntarily seek such assistance (before a policy violation occurs), and the sanctions that the Village will impose for violations of this policy. Requests for accommodation will be addressed on a case-by-case basis for employees with a disability caused by a drug or alcohol related condition.

Note: This policy will be construed in accordance with the Illinois "Compassionate Use of Medical Cannabis Pilot Program Act". Our Drug Free Workplace policy set forth above will be applied in a non-discriminatory manner and even registered qualifying patients who violate this Policy will be subject to disciplinary action.

14.2. Prohibited Activities

The following are examples of actions are prohibited (not all inclusive list):

- a) Having alcohol or drugs in one's system during working hours, during breaks or meal periods, while performing assigned duties, while on Village property, on Village business, or in Village vehicles or equipment, or while on-call for duty;
- b) Being impaired by or under the influence of alcohol or drugs during working hours, during breaks or meal periods, while performing assigned duties, while on Village property, on Village business, or in Village vehicles or equipment, or while on-call for duty;
- c) Using, consuming, storing, manufacturing, distributing, dispensing, selling, purchasing, or possessing alcohol or drugs during working hours, during breaks or meal periods, while performing assigned duties, while on Village premises, on Village business, or in Village vehicles or equipment, or while on-call for duty, except sworn Police personnel for the purpose of collecting, storing, and transporting evidence;
- d) Tampering with, adulterating, or substituting a test specimen or causing another person to tamper with, adulterate, or substitute a test specimen; and
- e) Failing or refusing to submit to testing according to the procedures outlined in this policy, failing to cooperate in the testing process, including any refusal to sign any required form consenting to testing and to the release of test results to the Village, or failing to follow any prescribed course of treatment.

There are certain limited occasions when alcohol may be served on Village property. An employee may consume alcohol on Village property on these limited occasions if the employee is not working, on a break or meal period, performing assigned duties, on Village business, in Village vehicles or equipment, or on-call for duty.

All employees are governed by these requirements and should be aware that violations will result in disciplinary action, up to and including termination, even for a first offense. For any employee covered by a collective bargaining agreement between a union and the Village, any discharge for violation of this policy shall be considered a termination for just cause without the need for any prior warning.

Unless otherwise prohibited by law, the Village reserves the right to search the person, vehicle, and/or personal property of employees for contraband (including, but not limited to, alcohol, drugs, and drug paraphernalia) while on duty or on Village property. Unless otherwise prohibited by law, the Village also reserves the right to search all Village property (including, but

not limited to, employee offices, desks, and lockers) for such contraband. Employees who fail to submit to or cooperate fully in such searches will be subject to disciplinary action, up to and including termination.

14.3. Use of Medication

Use of medication administered, prescribed by, or under the supervision of a physician and according to the prescribing physician's lawful directions or non-prescription medication in conformity with the manufacturer's specified dosage is not prohibited by this policy. However, an employee taking medication must notify his/her supervisor of any known side effects that might affect the employee's job performance or ability to perform his/her job duties. In addition, if the employee drives a vehicle or operates equipment in connection with his/her job, the employee's physician must have advised the employee that the medication will not affect the employee's ability to safely operate a motor vehicle or equipment, or otherwise function in his/her position. If required by the Village, the employee must produce written evidence that any prescription medication has been lawfully prescribed by a physician, as well as information from the physician concerning any potential side effects of the medication. This information will be maintained in a confidential manner and advance notice is encouraged to determine if a reasonable accommodation is necessary to help ensure the employee can safely perform his/her essential job functions.

To avoid being disciplined for having a positive test result, an employee must notify the Village of his/her use of prescription or non-prescription medication before any laboratory test is performed on the employee's specimen and the positive test result must be consistent with the ingredients of such medication. The wrongful use or sale of prescription or non-prescription medication is a violation of this policy.

14.4. Definitions

Alcohol - Any distilled spirits, wine, malt beverages or other intoxicating liquors.

Criminal Drug Statute - A criminal statute involving the manufacture, distribution, sale, dispensation, use, or possession of any controlled substance.

Drug - Any non-prescribed controlled substance that the employee is not authorized to possess or consume by law including, but not limited to, cocaine, heroin, marijuana (cannabis), hallucinogens, amphetamines, phencyclidine (PCP), opiates, methadone, ecstasy, or barbiturates. Drug also means any controlled substance, the possession, sale or consumption of which is prohibited by federal and/or state law, including the federal Controlled Substances Act, the Illinois Controlled Substances Act, and the

Illinois Cannabis Control Act. This term includes prescription or non-prescription medications which are wrongfully used or sold, as well as illegal drugs.

Drug/Alcohol Test - Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.

Positive Test Result - A test performed:

- a) On a specimen provided by the employee that measured an ethyl alcohol concentration of .02 or more; or
- b) On a specimen provided by the employee that detected an amount of a drug at a level set in accordance with the test manufacturer's standards.

Reasonable Suspicion - An articulable belief based on specific, objective and articulable facts and observations, as well as reasonable inferences drawn from those facts and observations, that the employee is under the influence of drugs or alcohol, is using drugs or alcohol, or is otherwise violating this policy. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:

- i. unusual or erratic behavior;
- ii. a noticeable change in work performance;
- iii. direct observation of drug or alcohol use;
- iv. the presence of physical symptoms of drug or alcohol use (glassy or bloodshot eyes, slurred speech, poor coordination, or the odor of an alcoholic beverage on or about the person or breath of the employee); or
- v. a work-related accident caused by the employee.

14.5. Drug and Alcohol Testing

The Village reserves the right to require employees to submit to drug and/or alcohol testing as a condition of continued employment. Drug and/or alcohol testing may be conducted under any one or more of the following conditions:

Pre-Employment/Promotion/Job Assignment Change

Any applicant or employee may be required to submit to a drug test as a condition of initial employment, being rehired, the promotional process, or during a change in job assignment.

Pre-employment testing will be performed only on applicants who have received a conditional offer of employment from the Village. Failure to pass a drug test will result in termination of the hiring process.

Reasonable Suspicion Testing

If a supervisor has a reasonable suspicion to believe that an employee is violating any of the provisions set forth in this policy, he/she shall inform a person of equal or higher level of authority within the same department, the Village Administrator or his/her designee, or the Village Administrator. These two individuals will review the facts of the suspicion and determine whether the employee will be required to submit to drug and/or alcohol testing. If these two individuals determine that testing is required, the supervisor will provide the employee with a written order requiring him/her to submit to drug and/or alcohol testing. The order will state the specific facts and inferences leading to the reasonable suspicion to order the test. The employee shall complete the test requested by the supervisor within one (1) hour of issuance of the order, unless the test cannot be completed within that time period due to no fault of the employee. The supervisor shall arrange for transportation to the testing facility and to the employee's home once the test has been completed or shall ensure that the employee has arranged for his/her own transportation. Any employee who is required to submit to a reasonable suspicion test will not be permitted to return to work until the test result is received by the Village. The employee will be paid for time lost if the test result is negative.

Post-Accident Testing

Any employee may be required to submit to drug or alcohol testing whenever the employee is involved in or responsible for a work-related accident that results in personal injury to the employee or to any other person, requires the employee or any other person to seek medical attention, or causes damage to property. Any employee who is required to submit to a post-accident test will not be permitted to return to work until the test result is received by the Village. The employee will be paid for time lost if the test result is negative.

Return-to-Duty Testing

Any employee returning to active duty following a positive drug or alcohol test, a refusal to test, or another violation of this policy may be required to submit to a return-to-duty drug or alcohol test. The employee will not be allowed to return to work until a negative test result is received by the Village.

If an employee returns to work following a positive drug or alcohol test, a refusal to test, or another violation of this policy, the employee may also be

required to submit to follow-up drug or alcohol testing for a specified period of time designated by the Village. .

14.6. Testing Procedures

An employee will first undergo an initial drug and/or alcohol test. In the event of a positive test result, a confirmatory drug and/or alcohol test will be conducted. A drug test result will be reported to the Village's Medical Review Officer (MRO) as positive only if both the initial screening and the confirmatory test are positive for a particular drug. An alcohol test will be reported as positive only if both the initial screening and confirmatory test show an alcohol concentration of 0.02 or greater. All tests will be paid for by the Village and will be conducted by qualified personnel. Specimens will be used only to test for drugs and/or alcohol and for no other purpose.

14.7. Test Results

Drug Test Results

The MRO will review and interpret all confirmed positive test results to determine if there could be an alternative medical reason for the positive test result and to ensure that the chain of custody is complete and sufficient. The MRO will interview the employee (or make a good faith effort to do so) and examine his/her medical history, including his/her current prescriptions. The MRO will give the employee an opportunity to discuss the results and provide documentation of legally prescribed medication. If the employee provides adequate documentation and the MRO determines that there is a legitimate medical explanation for the prohibited drug found in the employee's system, the drug test will be reported to the Village as negative. However, if there is no legitimate, alternative medical reason for the positive test, the MRO will send the positive test result to the Village Administrator or his/her designee, who will maintain it in a secure location with controlled access.

The MRO will advise the employee that he/she may have the additional sample tested by a NIDA certified clinical laboratory or hospital facility of the employee's own choosing (at the employee's own expense), provided the employee notifies the MRO in writing within seventy-two (72) hours of receiving the results of the first test. If the independent retest is negative, the employee will be allowed to return to work, will be compensated for the time lost, and will be reimbursed for the cost of the independent test.

Alcohol Test Results

The test results will be provided by the testing facility to the Village Administrator or his/her designee, who will maintain them in a secure location with controlled access.

Confidentiality

The Village will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. No test results or information related to the results will be released to any person except on a need-to-know basis or as required by law, without the written consent of the employee tested. The Village will, however, inform the police of trafficking in illegal drugs by employees, and will turn over any illegal drugs confiscated on Village property to the police.

14.8. Discipline (Note: in some cases, termination is warranted for even the first offense):

Positive Test Results

When an employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to disciplinary action, up to and including termination, even for a first offense. The employee may also be required to undergo a drug and/or alcohol evaluation by a properly certified and credentialed Substance Abuse Professional (SAP). If the SAP concludes that the employee has a drug and/or alcohol problem, the employee may be required to follow any recommendations for rehabilitation or treatment prescribed by the SAP. The employee may also be required to consent in writing to the disclosure by the SAP of all information relating to his/her evaluation and all information relating to the employee's rehabilitation or treatment, including any perceived dangers in connection with the employee's continued performance of his/her job, whether the employee is complying with and/or has successfully completed his/her rehabilitation or treatment, and the ongoing requirements of the rehabilitation or treatment. Any refusal or failure to comply with the SAP's recommendations will subject the employee to immediate termination. However, complying with any prescribed counseling or treatment does not create any right to return to duty, it is merely a condition to such return. The costs for any evaluation and/or rehabilitation or treatment shall be paid by the employee unless covered by the employee's insurance plan.

Refusal to Provide a Specimen

An employee has a right to refuse to submit to a drug or alcohol test. However, an employee who refuses (or unreasonably delays when asked) to provide a specimen for testing when requested by the Village shall be subject to disciplinary action, up to and including termination, even for a first offense. If an employee is physically unable to provide a urine specimen, the Village may request a blood specimen for testing.

Tampering With or Substitution of a Specimen

Intentionally tampering with, adulterating, or substituting a test specimen, or causing another person to tamper with, adulterate, or substitute a specimen, whether the employee's own specimen or another employee's specimen, shall result in disciplinary action, up to and including termination, even for a first offense. Any specimen that is deemed adulterated, diluted, or otherwise appears tampered with, by the collection agent, will result in an employee being requested to immediately give a second specimen at the direction of the collection agent. If the second specimen is invalid, it will be treated as a positive test result.

Drug-Related Felony Conviction

The conviction of an employee for any violation of a criminal drug statute occurring in the workplace shall constitute cause for disciplinary action, up to and including termination, even for a first offense. Such convictions must be reported to the employee's supervisor within five (5) calendar days of the conviction. In deciding appropriate disciplinary action, the Village will consider the nature of the charges, the sentence, the employee's job assignment, the employee's record with the Village, any adverse impact of the employee's conviction on the public's trust in the ability of the Village to carry out its responsibility, and any other relevant factors.

14.9. Employee Assistance Program

The Village's Employee Assistance Program (EAP) is available to employees who desire to seek help for an alcohol or drug problem. Employees are encouraged to voluntarily seek assistance before they are found in violation of this policy. Voluntary requests for help will be kept confidential in accordance with federal and/or state law.

Any employee voluntarily seeking assistance for a problem involving drug or alcohol use may avail himself/herself of the EAP's services once during the employee's tenure. The employee must pay all of the expenses associated with his/her evaluation, counseling, and treatment that are not covered by the employee's insurance plan.

An employee will not be subject to disciplinary action for voluntarily coming forward for help. However, an employee will not escape discipline by requesting such assistance after being required to take an alcohol and/or drug test or violating Village policies. Moreover, if an employee continues to work while seeking assistance from the EAP, the employee must continue to meet all established standards of conduct and job performance set by the Village. In addition, once an employee has violated this or other Village policies, compliance with a prescribed treatment will not guarantee an employee a right of reemployment.

CHAPTER 15: NONDISCRIMINATION AND ANTI-HARASSMENT POLICY

15.1. Purpose

The Village desires to have a professional working environment for its employees so that they may carry out their duties in productive and positive surroundings. The Village has been and remains firmly committed to providing equal employment opportunities for all of its employees, as well as a working environment free from discrimination and harassment. Although conduct may not rise to the level of unlawful discrimination or harassment from a legal perspective, the Village wants to protect its employees from abuse and to prevent conduct from becoming so severe or pervasive as to alter the conditions of an employee's employment, create an abusive working environment or result in a tangible adverse employment action. The Village is also committed to thoroughly investigating discrimination and harassment complaints that are brought to its attention and to taking appropriate disciplinary action against individuals found to have violated this policy.

The Village's policy on harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination based on race, color, religion, creed, sex or gender, national origin, ancestry, age, sexual orientation, genetic information, physical or mental disability or handicap, military or veteran status, marital status, citizenship status or any other legally protected category. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act.

It is the Village's policy to comply with all applicable federal, state and local laws which prohibit discrimination and harassment. The Village is committed to maintaining a work environment free from discrimination, particularly discrimination against an individual because of race, color, religion, creed, sex or gender, national origin, ancestry, age, sexual orientation, physical or mental disability or handicap, veteran status, marital status, citizenship status or any other legally protected category. The Village also prohibits discriminatory harassment, which includes, but is not limited to, sexual harassment and harassment in any form based on an individual's race, color, religion, creed, sex or gender, national origin, ancestry, age, sexual orientation, physical or mental disability or handicap, veteran status, marital status, citizenship status or any other legally protected category. The Village also prohibits retaliation for exercising the right to be free from discrimination or harassment. The Village will not tolerate any acts of discrimination, harassment, retaliation or inappropriate conduct of its employees or applicants by anyone, including any supervisor, co-worker or vendor, whether in the workplace or in other work-related settings or social events. Employees who engage in discriminatory, harassing, retaliatory or other inappropriate conduct are subject to disciplinary action in the

Village's discretion, up to and including termination, even for a first offense.

15.2. Prohibited Conduct

Discrimination includes, but is not limited to, any conduct or action: (1) directed toward or about any employee or applicant or (2) taken with respect to any employee or applicant because of the employee's or applicant's race, color, religion, creed, sex or gender, national origin, ancestry, age, sexual orientation, physical or mental disability or handicap, veteran status, marital status, citizenship status or membership in any other legally protected category.

According to the Illinois Human Rights Act, sexual harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- c) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the Civil Rights Act of 1964, as amended in 1991.

Sexual harassment is not limited just to sexual advances or expressions of sexual desire. It may also include expressions of hostility or dislike or other inappropriate conduct toward another based on that individual's sex or gender. Prohibited acts of sexual harassment or inappropriate or offensive conduct can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of the kinds of conduct that are prohibited include, but are not limited to:

- a) Threats or intimation of sexual relations or sexual contact, which is not freely or mutually agreeable to both parties;
- b) Unwanted sexual advances or demands for sexual favors in exchange for favorable treatment or continued employment;
- c) Continual or repeated verbal abuses of a sexual nature including, but not limited to:

- i. unwanted sexual jokes, flirtations or sexual innuendoes;
 - ii. graphic commentaries about a person's body, sexual prowess or sexual deficiencies, or foul or obscene comments, body language, or gestures;
 - iii. suggestive, insulting or offensive comments, sexually oriented kidding, teasing, practical jokes or sexual horseplay;
 - iv. sexually degrading words to describe a person or jokes about gender-specific traits; and
 - v. propositions of a sexual nature;
- d) Threats or insinuations that the person's employment, wages, promotional opportunities, job or shift assignments or other conditions of employment may be adversely affected by not submitting to sexual advances;
 - e) Sexually suggestive or foul or obscene objects or pictures placed in the work area or displayed on a computer screen via the Internet, e-mail, or other electronic means; and
 - f) Physical contact, such as grabbing, groping, touching, patting, pinching, kissing, fondling or brushing against another's body.

Be aware that the offender or the victim of sexual harassment may either be a man or a woman and, in addition, sexual harassment can occur between persons of the same sex.

Discriminatory harassment includes, but is not limited to, verbal, physical, visual or other conduct relating to an individual's race, color, religion, creed, sex or gender, national origin, ancestry, age, sexual orientation, physical or mental disability or handicap, veteran status, marital status, citizenship status or other legally protected status, when the conduct:

- a) Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- b) Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- c) Otherwise adversely affects an individual's employment opportunities.

Prohibited acts of other discrimination, harassment or inappropriate or offensive conduct may include, but are not limited to:

- a) Telling racial jokes or jokes referring to race, national origin, or ethnicity;

- b) Referring to an individual's race, age, or physical or mental condition, particularly when making decisions affecting the individual in the workplace or which affect the individual's ability to perform his/her job;
- c) Teasing or practical jokes or horseplay based on race, national origin, age, sexual orientation, or other legally protected category; and
- d) Displaying of offensive printed or visual material including viewing or displaying such material on a computer via the Internet, e-mail or other electronic means.

The lists provided in this policy describing discrimination, harassment and inappropriate conduct are not exhaustive. The absence of any inappropriate conduct from these lists does not mean the conduct is not harassing, discriminatory or inappropriate. The Village retains the right and discretion in all situations to discipline any employee it finds has engaged in harassing, discriminatory, retaliatory or other inappropriate conduct, regardless of whether the conduct is specifically described herein.

15.3. Coverage of this Policy

The Village's policy with respect to discrimination and harassment applies to conduct in or connected to the workplace, whether it is physical or verbal, and whether it is committed by Village officials, Trustees, supervisors, fellow employees, or other non-employees (such as vendors, suppliers, business invitees, or residents of the Village). Each person covered by this policy is obligated to comply with this policy in order to maintain an atmosphere free of discrimination and harassment. In addition, all employees are responsible for respecting the rights of their fellow employees, for cooperating in any investigation of alleged discrimination or harassment, and for participating in periodic training regarding this policy. To assist the Village in promoting and maintaining a professional working environment, the Board of Trustees of the Village has delegated to the Village Administrator the responsibility, authority and obligation to act to prevent and investigate discrimination and harassment, including the responsibility, authority and obligation to immediately stop a Village official, Trustee, supervisor, employee, or non-employee from engaging in conduct that violates this policy.

15.4. Reporting Discrimination or Harassment

If an employee believes that he/she is being discriminated against, harassed or otherwise subjected to inappropriate or offensive conduct, or an employee has personal knowledge that another employee is being subjected to such conduct, the employee should immediately report the conduct to one or more of the following individuals who are not involved in the conduct:

the employee's supervisor, his/her Department Head, or another supervisor on site.

An employee who feels he/she is a victim of discrimination, harassment or inappropriate conduct is encouraged to promptly report the conduct to any supervisor or member of management. In situations where a supervisor is involved in the conduct or the employee is otherwise uncomfortable complaining to a supervisor, the complaint should be directed to the Village Administrator, who will serve as the Village's EEO Officer. Prompt reporting allows for more rapid response and resolution of objectionable behavior or conditions for both the complaining employee and any other affected employee. An employee who fails to avail himself/herself of the procedures and protections of this policy may also lose the opportunity to prevent or redress discrimination, harassment or inappropriate conduct. If any employee is sensitive about discussing any alleged discrimination or harassment with an individual designated in this policy, he/she may report the conduct to any other supervisor or member of management with whom he/she would feel comfortable.

15.5. Investigation

The Village will make arrangements for a prompt, thorough and fair investigation in good faith of all reported incidents or complaints of discrimination, harassment or inappropriate conduct. Such investigation shall be completed as soon as practicable under the circumstances. The Village may appoint an appropriate management level person, not involved or associated with the alleged incident, or his/her designee, to conduct the investigation. An investigation normally will include fact-finding interviews with the complaining employee, the alleged offender, who will be informed of the allegations, and any relevant witnesses. Other individuals may be involved as necessary to investigate and resolve the complaint. Relevant documents will also be reviewed. The Village will endeavor to maintain the confidentiality of complaints and investigations under this policy. The Village retains the right, however, to disclose information obtained during the investigation as necessary and to utilize such information for legitimate business purposes. Individuals complaining of discrimination or harassment should also maintain appropriate level of confidentiality with respect to their complaint pending the outcome of the investigation. To the extent appropriate, the Village will maintain a written record of each complaint, its investigation and its resolution. Written records concerning investigations under this policy generally will be maintained separate from employee personnel files.

15.6. Resolution

As soon as practicable after the investigation concludes, the Village will determine whether this policy has been violated. If the investigation reveals

that discrimination or harassment or another policy violation has occurred, appropriate corrective actions will be taken by the Village in its discretion, up to and including immediate termination, even for a first offense. Reasonable measures will also be taken to protect all employees, including the reporting employee, from any retaliatory behavior. The results of the investigation will be shared with the complaining employee and the employee accused of discrimination, harassment or inappropriate conduct. As set forth in Section 12.9 of this Handbook, any employee who is suspended or dismissed as a result of an investigation under this policy may appeal the decision before the Village Administrator.

The Village hopes that any incident of harassment can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with the IDHR must be filed within 180 days of the incident of harassment. A charge with the EEOC must be filed within 300 days of the incident.

Illinois Department of Human Rights

Chicago (312) 814-6200

TDD Chicago (312) 263-1579

Springfield (217) 785-5100

TDD Springfield (217) 785-5125

Equal Employment Opportunity Commission

Chicago District Office (312) 869-8010

TDD Chicago District Office (312) 869-8001

General Number (800) 669-4000

TDD General Number (800) 669-6820

An employee who is retaliated against after filing a complaint with the IDHR or the EEOC may file a retaliation charge with either of these agencies. The charges must be filed within 180 (IDHR) or 300 (EEOC) days of the retaliation.

15.7. Harassment by Outside Parties

An employee who believes he/she has been subjected to harassment by an outside party should promptly report the incident in accordance with the above procedures. The Village will investigate such complaints in a manner as similar as possible to that described above.

15.8. Prohibition of Retaliation

The Village will not retaliate against or tolerate retaliation against any employee who makes a report of discrimination, harassment or inappropriate conduct or assists in or cooperates in an ensuing investigation. Nor will the Village permit any employee to retaliate or take adverse action against an employee for making a complaint under this policy or for participating in an investigation under this policy. Any form of retaliation against anyone who has reported discrimination, harassment or inappropriate conduct, or who assists in or cooperates in an ensuing investigation is strictly forbidden. If any employee believes that he/she has been retaliated against in any way, he/she should report such retaliation in the same manner as set forth above. All such complaints will be investigated and resolved as described above. Anyone who is determined after an investigation to have engaged in retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including termination, even for a first offense. Retaliation is a very serious violation of the Village's policy and will not be tolerated. All employees shall respect the rights of their fellow co-workers to make valid, legitimate complaints of inappropriate or offensive conduct. Employees should not gossip, spread rumors about, ignore or be hostile towards co-workers who have made complaints under this policy.

15.9. Review

Any employee who disagrees with the result of any investigation may seek review of the investigation by submitting a written notice of the basis for the disagreement to the Village Administrator.

Supervisors and Department Heads are responsible for ensuring that the workplace and their areas of responsibility are free of conduct that is harassing, discriminatory or inappropriate and for making sure this Nondiscrimination and Anti-Harassment Policy is being enforced at all times and with respect to all employees and applicants. Supervisors and Department Heads must promptly report any and all observations, knowledge or complaints of discrimination, harassment or inappropriate or offensive conduct to the Village Administrator, or his designee, regardless of whether the conduct occurred in their area or whether or not the employee has made a report or complained about the conduct. An employee's request that issues of discrimination or harassment not be pursued does not excuse a failure to report the conduct. Supervisors and Department Heads should communicate to employees their rights under this policy and encourage employees to report any conduct prohibited by this policy.

This policy is a guideline for generally addressing discrimination, sexual and discriminatory harassment, retaliation, and other inappropriate conduct. A variety of other conduct not specifically referenced in this policy may be

discriminatory, harassing, retaliatory or inappropriate. The absence of a description of such conduct in this policy in no way indicates that the Village condones the conduct. The Village will conduct any investigation and take any disciplinary action it deems appropriate under the circumstances and in its discretion to address any and all inappropriate conduct. If questions arise regarding this policy, contact the Village Administrator's office immediately.

CHAPTER 16: ELECTRONIC COMMUNICATIONS

16.1. Purpose

This policy sets forth the Village's rules regarding the use of its electronic communications systems ("systems"), which include, but are not limited to, electronic mail, voice mail, facsimiles, computers and related equipment, the Internet, and the World Wide Web. All employees who use the Village's systems agree by such use to comply with the rules outlined in this policy. Use of the Village's systems is a privilege that may be revoked in the Village's sole discretion and that automatically terminates upon an employee's departure from the Village.

16.2. Ownership of Messages

The Village's systems and all information stored on them are Village property. All information and messages that are created, sent, received, accessed or stored on these systems constitute Village records.

16.3. Business Use Only

The Village's systems are to be used solely to conduct Village business – not personal business. No Village owned or leased computer, software or data file may be used for non-Village related business.

Only those employees who have a valid business reason for using the Internet will be provided Internet access and e-mail accounts. The Village will determine which employees need Internet access and e-mail accounts to perform their job functions.

Village communications property or equipment may not be removed from the premises without written authorization from the employee's supervisor.

Employees are prohibited from uploading or downloading any personal software programs onto the Village's computers. Employees may not use the Village's systems to post information, opinions, or comments to Internet discussion groups or other such forums. Employees also are prohibited from passing off their views as representing those of the Village.

16.4. No Privacy Rights as Inspections Will Occur

Communications on the Village's systems are not private, and security cannot be guaranteed. Any passwords, codes or user IDs assigned by the Village are designed to protect the Village's confidential information from outside third parties, not to provide employees with personal privacy in their messages. Employees should assume that any communications they send or receive on the Village's systems may be read or heard by someone other than the intended recipient. Highly confidential or sensitive information

should not be sent through the systems without prior authorization from a Department Head. Although some incidental personal use of electronic mail is tolerated by the Village, the e-mail messages, like all other communications, are treated as business-related messages and are susceptible to unannounced review and monitoring by the Village.

16.5. Village's Right to Monitor Messages and Systems Use

The Village reserves the right to monitor, access, retrieve, read, and disclose to law enforcement officials or other third parties all messages and other files created, sent, received, or stored on the Village's systems without prior notice to the originators and recipients of such messages. The Village also reserves the right to monitor all activity conducted on its computers and other systems. Authorized personnel may monitor the electronic communications of employees and the use of Village computers and other systems to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the Village, or any violations of this policy or any other Village policy.

16.6. Message Restrictions

Communications on the Village's systems may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive or derogatory, including, but not limited to, sexual comments or images, racial or ethnic slurs, or other comments or images that would offend someone on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, disability, or any other characteristic protected by law.

16.7. Prohibited Activities

Employees may not use the Village's systems to:

- a) Upload or download copyrighted, trademarked, or patented material, trade secrets, or confidential, private, or other proprietary information without the permission of the owner of such materials;
- b) Upload, download or otherwise transmit any illegal information or materials, or otherwise engage in any illegal activity;
- c) Upload, download, access, create, distribute, or otherwise transmit sexually explicit materials;
- d) Upload, download, access, create or distribute any materials that provide personal or defamatory information regarding any Village official, employee or resident;

- e) Upload, download, access, create or distribute any materials that may harm the Village's systems or network environment;
- f) Gain unauthorized access to remote computers or other systems, or damage, alter or disrupt such computers or systems in any way;
- g) Vandalize or otherwise damage data of another user;
- h) Give a personal communication the appearance of an official communication of the Village; or
- i) Create or distribute chain letters, junk e-mail, or anonymous e-mail or facsimile messages.

Employees also are prohibited from using someone else's password, code or user ID, disclosing their password, code or user ID to someone else, or allowing someone else to use their password, code or user ID, without proper authorization from a Department Head.

16.8. Message Creation

Employees must use the utmost care in creating messages on the Village's electronic systems. Even when a message has been deleted, it may still exist on a back-up system, be recreated, be printed out, or may have been forwarded to someone else without its creator's knowledge. As with paper records, proper care should be taken in creating electronic records, which can affect the Village's reputation and which the Village may someday have to produce to other parties.

16.9. Record Retention and Deletion

The Village complies with the Local Records Act. As with paper documents created and received by an employee, it is each employee's responsibility to ensure that those electronic messages that should be retained are in fact saved according to the Village's record retention policy. Any questions relating to record retention or deletion should be directed to a Department Head.

16.10. Viruses and Tampering

The introduction of viruses, attempts to breach system security, or other tampering with any of the Village's systems is expressly prohibited. Employees must immediately report any viruses, tampering, or other system breaches to a Department Head. In order to reduce the possibility of viruses attacking the Village's systems, employees should not open any attachments of unknown origin.

16.11. Violations

Violations of this policy, including breaches of confidentiality or security, may result in suspension of systems privileges and/or disciplinary action. The Village also reserves the right to hold employees personally liable for any violations of this policy.

16.12. Use of Computer Software

The Village may license computer software from outside vendors. The Village does not own such software and, unless authorized by the software developer, does not have the right to reproduce or copy it. Employees must be sure to use licensed software only in accordance with the licensing agreement.

Unauthorized duplication of software is a federal crime. Employees learning of any misuse or illegal duplication of software or related documentation within the Village should notify a Department Head. According to the U.S. Copyright Law, illegal reproduction of software can result in civil damages, in addition to criminal penalties, including fines and imprisonment. Employees who make, acquire or use unauthorized copies of computer software will be disciplined as appropriate under the circumstances.

16.13

Important Note: There is nothing in this Policy or Chapter that is intended to limit or restrict employees from properly exercising their rights under the law or otherwise engaging in protected or concerted activities. This entire Chapter will be construed to the fullest extent of the law and all communications will review based on all of the circumstances involved before a determination about disciplinary action will be made.

CHAPTER 17: COLLEGE INCENTIVE PROGRAM

The Village encourages its employees to enhance their job-related skills and expertise through continuing education. Full-time employees enrolled in college or graduate level courses may receive tuition reimbursement, subject to budget constraints, as well as the following conditions:

- a) An employee must complete one (1) year of service with the Village prior to course registration in order to be eligible for participation in this program.
- b) An employee must complete the appropriate forms and obtain prior approval from his/her Department Head and the Village Administrator in order to participate in this program. The Village Administrator’s decision in this regard will be final.
- c) All courses must be approved by an employee’s Department Head and must be related to the employee’s work specialty. No more than three (3) courses may be taken during one semester. In completing the appropriate forms, an employee must provide documentation of the overall cost of the program and the course requirements and submit a brief memorandum describing the justification for the program, the planned coursework involved and the anticipated benefits to the employee and the Village. All decisions concerning course eligibility will be at the sole discretion of the Village.

Course Type	Semester Grade Point Average	Amount
Graded Course(s)	3.5 and above	100%
	3.0 - 3.4	90%
	2.5 - 2.9	80%
	2.0-2.4	70%
	Lower than 2.0	0%
Pass/Fail Courses Only During the Semester	Pass	100%
	Fail	0%

- d) Upon completion of a course, an employee must complete the appropriate forms, present satisfactory evidence that he/she completed the course, and submit a receipt or bill from the college for the cost of the course and other reimbursable expenses. The Village will reimburse the employee based on the following schedule:

- e) Only tuition, books, mandatory supplies and registration costs will be reimbursed. Travel expenses, meals and laboratory or other course fees are not eligible for reimbursement.
- f) In no case will the amount of tuition reimbursed by the Village exceed an amount established in the approved annual budget. The amount of tuition reimbursement granted by the Village will be offset by the amount of any scholarships or grants received by the employee from any other source.
- g) An employee will be required to sign a tuition reimbursement agreement before receiving any funds under this program must agree to continue to work for the Village for at least one (1) year for each year of college credit obtained under this program. If an employee voluntarily leaves the Village's employment or is discharged by the Village for performance or disciplinary reasons or for violation of Village policies or procedures, the employee will be required to repay all tuition reimbursements paid by the Village during the twelve (12) month period preceding the date of termination.
- h) The provisions of this chapter do not apply to course work, seminars and training assigned by the Village during the employee's normal working hours. Further information regarding this program can be obtained from the Village's Finance Department.

CHAPTER 18: VILLAGE POLICIES

18.1. Outside Employment

Employees of the Village are permitted to accept outside employment to the extent that it does not prevent them from devoting their primary interest to the accomplishment of their work for the Village or tend to create a conflict between the private interests of the employee and the employee's official responsibilities. An employee's Department Head and/or the Village Administrator must be advised of and approve any outside employment before it is accepted.

Outside employment is defined as any gainful employment other than the performance of official Village duties including, but not limited to, self-employment and employment in the management, operation or direction of a private business for profit.

An employee shall not perform outside work that:

- a) Is of such a nature that it may be reasonably construed by the public to be an official act of the Village;
- b) Involves the use of Village facilities, equipment or supplies of any kind;
- c) Involves the use of official information not available to the public; or
- d) May create the appearance to the general public that a conflict of interest exists.

While an employee is not prohibited from performing outside work solely because the work is of the same general nature as the work he/she performs for the Village, no employee may accept outside employment if:

- a) The work is such that the employee would be expected to perform it as part of his/her duties;
- b) The work involves management of a business closely related to the official work of the employee;
- c) The work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of his/her official duties; or
- d) The work would occupy a significant portion of the employee's time and/or distract the employee from his/her duties on behalf of the Village.

18.2. Use of Village Telephones

Employees are permitted reasonable use of Village telephones for personal reasons. This is a privilege, not a right, and may be withdrawn by an employee's Department Head if abused and/or if excessive use of the telephone interferes with an employee's assigned duties. Personal toll and long distance calls may be made only at an employee's expense. Employees shall observe generally accepted rules of telephone courtesy in answering or placing calls.

18.3. Use of Village Equipment, Supplies or Tools

Village equipment, supplies and tools shall not be used for private or unauthorized purposes. Employees shall be responsible for the care and conservation of Village equipment, supplies and tools and shall promptly report to their immediate supervisors all accidents, breakdowns or malfunctions of such property in order for necessary repairs to be made. Carelessness or irresponsibility in the handling of Village property will not be tolerated and may be the subject of disciplinary action, up to and including termination, even for a first offense.

Any employee who damages or destroys Village property, either through willfulness or neglect, may be required to repair or replace the lost or damaged property and, in addition, may suffer any disciplinary penalty, up to and including termination, imposed by the employee's Department Head and/or the Village Administrator.

18.4. Automobile Usage

All vehicles purchased by the Village are the property of the Village and are assigned to certain individuals and to certain departments for use as directed by each Department Head. Vehicles are to be used only by Village employees, for business purposes. It will be the responsibility of each Department Head to make arrangements with the Head Mechanic to assure proper maintenance of each vehicle assigned to his/her department.

The Village will attempt to provide employees with vehicles for business use. Employees may not drive vehicles for Village business without the prior approval of their supervisor. Before approving a driver, the supervisor must check the employee's driving record, verify the existence of a valid driver's license and personal automobile liability insurance coverage, and confirm that the employee is eligible for coverage under any applicable Village insurance policy. Employees must inform their supervisors of any changes that may affect their ability to meet the standards of this policy.

When no Village vehicles are available, employees who need transportation for Village business may use their own vehicles for business purposes, but

only with the prior written authorization of their supervisor or Department Head.

Employees who drive a vehicle on Village business must, in addition to meeting the above approval requirements, exercise due diligence to drive safely and follow all traffic laws, avoid distractions while driving (such as using cellular telephones), and maintain the security of the vehicle and its contents. Employees are responsible for any driving infractions or fines that result from their driving and must immediately report all such infractions or fines to their supervisors. All employees, whether driving or sitting as passengers in a Village vehicle or in a personal vehicle used on Village business shall wear a properly adjusted and fastened seatbelt and shall require all passengers to do likewise. Employees who drive a Village vehicle must also ensure that the vehicle is kept clean and free of litter.

Employees are not permitted, under any circumstances, to operate a Village vehicle, or a personal vehicle for Village business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

Employees driving on Village business may claim reimbursement for parking fees and tolls actually incurred. Employees driving Village vehicles may also claim reimbursement for gasoline and other expenses directly incurred for business purposes. Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for the use. This allowance is to compensate for the cost of gasoline, depreciation, and insurance.

Employees must report any accident, theft, damage, breakdown, or mechanical problem involving a Village vehicle or a personal vehicle used on Village business to their supervisors, regardless of the extent of damage or lack of injuries. These reports must be made as soon as possible, but no later than twenty-four (24) hours after the incident. Carelessness or irresponsibility in the handling of a Village vehicle or a personal vehicle on Village business will not be tolerated and may result in disciplinary action, up to and including termination, even for a first offense.

18.5. On the Job Safety

Employees shall exercise caution and observe all safety rules and regulations applicable to their respective positions, the operation of equipment and the use of tools. As a part of Village employment, each employee is expected to conduct himself/herself and handle equipment in such a manner as to avoid accidents. Employees are responsible for

observing all safety rules and using available safety devices and reporting unsafe conditions or equipment to their Department Head.

To promote personal and vehicular safety, an Accident Review Committee shall be established by the Village Administrator to review accidents and unsafe conditions. This Committee will review the circumstances surrounding each accident or unsafe condition, and will submit its findings, with recommendations, to the Village Administrator. Disciplinary action may be taken against an employee if that employee's negligence is proven to be a factor contributing to an accident or an unsafe condition.

18.6. Suggestion System

Employees who have suggestions for the improvement of Village services, safety, training, reduction of costs, or other Village plans or programs are encouraged to submit written suggestions to their immediate supervisors and/or the appropriate Department Head. A supervisor should discuss each written suggestion with the appropriate Department Head, who will implement the suggestion, when warranted.

18.7. Change of Name, Address and Marital or Family Status

Employees shall report all changes in name, address and marital or family status to their supervisor when any such change affects either income tax withholding requirements, insurance designations or emergency contact information. All such changes shall be submitted to the Village's Finance Department.

18.8. Attendance at Conferences and Travel Allowance

Attendance at and participation in professional conferences and meetings shall be considered part of an employee's formal duties. With the prior approval of an employee's Department Head and the Village Administrator, an employee may attend such functions without loss of pay and at Village expense, in accordance with established Village Finance Department procedures.

Employees traveling on Village business shall either be provided with Village vehicles, given an allowance for the use of their private vehicles or reimbursed for other transportation expenses, in accordance with established Village Finance Department procedures.

A travel Authorization Form must be submitted by an employee to his/her Department Head prior to any travel on Village business. A travel advance may be issued to an employee if approved by the employee's Department Head and the Village Administrator. An expense report must be filed after returning from any trip whether it is for an amount due the employee or a reimbursement to the Village. The Village will not pay for any alcoholic

beverages and will reimburse meals based on the per diem rates established by the Internal Revenue Service.

18.9. Use of Public Works Garage

Any Village employee wishing to use the Public Works garage during non-working hours must make arrangements with the Director of Public Works or his/her representative at least twenty-four (24) hours in advance, unless otherwise approved by the Director of Public Works. Such notification will ensure accurate scheduling of the facility and any training or equipment use.

Village employees are restricted to maintaining and repairing their personal vehicles when using the garage facilities. Other than provided for below, repair and servicing work shall be performed by an employee with at least one (1) but no more than two (2) additional responsible adults being present. Having more than one (1) person on the premises will provide safeguards against accidents and ensure that assistance will be available to notify the proper authorities in the case of an accident or injury. A Village employee shall be responsible for any non-employee present in the Public Works garage while the employee is maintaining or servicing his/her personal vehicle. No person under the age of thirteen (13) shall be in the garage area. It is not mandatory for a Village employee to have another person present if his/her work is restricted to cleaning his/her vehicle, changing a spark plug or similar work that does not involve the use of a jack, hoist or related equipment. However, the Director of Public Works must be advised of and approve the employee's use of the garage facilities without having another person present before the employee uses those facilities.

Village employees are restricted from using any Village tools or equipment unless otherwise authorized by the Director of Public Works or his/her representative. Any area, equipment or facility used by Village employees must be thoroughly cleaned and left in the same manner as that in which an employee found it. Village employees will be held liable for any damage or disservice to Village property or equipment used during their personal maintenance work.

All safety restrictions, precautions, and practices must be followed by Village employees and their subordinates during all personal maintenance and repair work. Prior to using the Public Works Garage or any Village equipment as provided in this policy, Village employees must sign a release agreement holding the Village harmless from any liability or loss that may occur while the employee is performing work on his/her personal vehicle during non-working hours.

The Village reserves the right to discontinue the use of the Public Works garage by any or all Village employees at any time. Any questions

regarding the use of the Public Works garage should be directed to the Director of Public Works.

18.10. Safe Harbor Provision

(Regarding Employees Who Begin Service Before January 1, 2012)

In addition to any other categories under which an employee of the Village may be classified pursuant to the Village's employee handbook, there shall be a class of employees who began service with the Village prior to January 1, 2012 (a "Pre-2012 Employee"). To the maximum extent authorized by law, for all Pre-2012 Employees, it is the policy of the Village not to include as part of such employee's reported earnings for any of the 12-month periods that may be used to determine such employee's final rate of earnings, any of the earnings, adjustments, payments, benefits, or compensation that are provided for or otherwise allowed pursuant to the terms of this employee handbook for purposes of making accelerated contributions or payments to the Illinois Municipal Retirement Fund in accordance with 40 ILCS 5/7-172(k), including without limitation:

- a) Increases in vacation time earned as a result of seniority or continued service;
- b) Increases in authorized accrual of vacation time as a result of seniority or continued service;
- c) Increases in sick leave time earned as a result of seniority or continued service;
- d) Increases in authorized accrual of vacation time as a result of seniority or continued service;
- e) Payments made from selling back to the Village any accrued vacation or sick leave time;
- f) Changes to insurance benefits that are generally applicable to all Pre-2012 Employees;
- g) Increases in annual compensation based on seniority or continued service, including "step" increases;
- h) Adjustments in annual salary based on increases to the Consumers Price Index or another generally accepted index of inflation;
- i) Merit bonuses; and
- j) Payments made as reimbursement of amounts paid to an employee for use of a personal vehicle or other equipment or property.

The provisions of this Section are intended to be severable in the event that any part of this Section is found not to be enforceable under applicable law.

18.11. Workplace Violence Policy

The Village seeks to provide a workplace for all of our employees that is free from recognized hazards or threats that cause, or are likely to cause, physical harm or threats or physical harm. Therefore, we have adopted the following Policy regarding violence in the workplace:

- a) Any and all acts or threats of violence by or against any Village employee, customer vendor, or other visitor to the Village's facilities are strictly prohibited. This Policy applies to all employees, customers, suppliers, vendors, and visitors whether on or off Village property.
- b) All employees are expected to conduct themselves in a manner that will maintain a workplace that is free of violence or threat of violence. This Policy is intended to cover any behavior that constitutes violence or a threat of violence including, but not limited to, the following:
 - i. Physical fighting, including pushing, shoving, hitting or in any way deliberately hurting a co-worker, customer, supplier, vendor, or visitor.
 - ii. Destruction or sabotage of personal or Village property.
 - iii. A verbal or written statement that indicates intent to hurt a co-worker, customer, supplier, vendor, or visitor.
 - iv. Belligerent conduct, including swearing and persistent loud, angry statements made to or in the presence of a co-worker, customer, supplier, vendor, or visitor.
- c) Employee must immediately report to your supervisor, or to any other manager or supervisor, or to Human Resources, any threats you see, hear, or know about. The Village encourages reporting of any known or suspected threats. All reports will be investigated. Reprisals will not be tolerated against any individual who reports an incident or who participates in the investigation of an incident.
- d) To the greatest extent possible, confidentiality will be maintained for all employees who report incidents. If you choose to report anonymously, you may prepare a detailed written account of the incident(s) and submit it to Human Resources.

- e) The Village recognizes that there are many areas of stress that surround us both at work and at home. In an effort to try to reduce potential areas of stress at work, the following rules should be observed:
- i. Employees who have been terminated by the Village and do not have reason to be on the Village premises should not be here. Any such incidents should be reported to your supervisor immediately.
 - ii. If you notice someone suspicious or with no discernible business interest, ask them who they are and what their business is, or report them to a supervisor or Human Resources. If you do not feel safe approaching the person, contact the police.
 - iii. Make a note of anyone suspicious in the parking area. If you are uncomfortable walking to your car alone, ask someone to accompany you.
 - iv. If confronted with someone carrying a weapon, try to remain calm, alert others to the situation, stay out of harm's way and contact the police.
- f) If you think a co-worker needs some guidance, approach your supervisor or Human Resources, and identify the situation.
- g) Report all threatening or abusive telephone calls. Bomb threats must be communicated immediately to your supervisor or Human Resources who will follow-up with a call to the police.
- h) The Village will take any and all action that is necessary – including legal prosecution – to assure that our workplace is and remains violence-free.
- i) Consistent with the Village's interest in promoting a workplace free of violence, employees are also strictly prohibited from possessing or using any and all weapons while on Village property, or while on Village business. This includes, but is not limited to, knives, explosives, firearms, ammunition and martial arts weapons, regardless of licensure or concealment. However, nothing in the policy prohibits any person who holds a valid license issued by the State of Illinois to carry a concealed firearm from carrying a concealed firearm on or about his or her person within a vehicle into the parking area or storing a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view with in the vehicle in the parking area or as otherwise allowed by Illinois law. Outside of this limited exception with respect to parking areas, licensees are still prohibited from carrying firearms on Village property and prohibited by law from carrying firearms into Village buildings. This

section does not apply to members of the Lake Bluff Police Department and/or those who are licensed under the Federal Law Enforcement Officer's Safety Act.

- j) Employees who violate any aspect of this Workplace Violence Policy may be subject to discipline up to and including discharge as well as subject to possible criminal sanctions.

18.12. Smoking Ban

In compliance with the law and the Lake Bluff No Smoking Ordinance, smoking will be prohibited in public buildings and/or within twenty-five (25) feet of building entrances, exits, or windows and in Village vehicles. Signs will be posted at entrances and exits as a reminder to employee, visitors, and residents that the Village is a smoke free environment. This policy and the Village Ordinance extends to all forms of tobacco products, including e-cigarettes.

EMPLOYEE ACKNOWLEDGEMENT FORM

The policies contained in the Village of Lake Bluff's Employee Handbook (Handbook) establish a framework for the conduct of business and personal activities of Village employees. The Village's Handbook is attached to this Acknowledgement Form. This Handbook describes some of the Village's personnel policies, procedures and benefits for employees. The Village may find it necessary or desirable to change, add, revoke, modify or delete policies, procedures and benefits addressed in this Handbook and all other personnel policies from time to time. The Village specifically reserves the right to do so in its sole discretion at any time, with or without prior notice.

Unless otherwise provided in a written agreement or a collective bargaining agreement signed by the Village Administrator or Village President and the employee (or designated employee representative), Village employees are employed at will. That means that the employment relationship can be terminated by either party at any time, for any reason, with or without cause and with or without notice. Neither this Handbook nor any other Village policy, procedure, practice or communication constitutes or should be interpreted as a contract, promise or guarantee of future or continued employment for any specified length of time or a limit on the Village's ability to terminate the employment relationship at any time.

Please acknowledge that you have received the Village's Handbook by signing this Acknowledgement Form below and returning it to the Village Administrator or the designated representative.

ACKNOWLEDGEMENT

I acknowledge receipt of the Village's ~~May, 2016 - June 24, 2013~~ Employee Handbook and understand and acknowledge that as a condition of my employment I am responsible for reading the personnel policies and practices described within and for knowing its contents. I understand that this Handbook replaces and supersedes any and all prior handbooks, policies and practices of the Village with which the Handbook conflicts. I agree to abide by the policies and procedures contained in this Handbook.

I further understand and acknowledge that neither this Handbook nor any other Village policy, procedure, practice or communication constitutes or should be interpreted as a contract of employment for any purpose or for any specified length of time or a limit on the Village's ability to terminate the employment relationship. I understand that, except as otherwise provided in a writing signed by me (or my designated employee representative) and the Village Administrator or Village President, I am employed at will by the Village and either I or the Village can terminate the employment relationship at any time, for any reason, with or without cause and with or without notice. Finally, I understand and acknowledge that the Village has the right to change, add, revoke, modify or delete policies, procedures and benefits, including those addressed in this Handbook, at any time, with or without prior notice, in its sole discretion.

If I have any questions regarding the interpretation of this Handbook or any other Village policy, procedure or benefit, I will bring them to the attention of my supervisor or the Village Administrator or his/her designee.

Village Representative:

Printed Name (Employee)
Date

Name

Signature (Employee)

Date

**PLEASE RETURN THIS SIGNED ACKNOWLEDGEMENT FORM
TO THE VILLAGE ADMINISTRATOR'S OFFICE**

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

Agenda Item: 17

Subject: A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. (EAST-WEST TRANSMISSION MAIN REPLACEMENT PROJECT)

Action Requested: CONSIDERATION OF RESOLUTION (Roll Call Vote)

Originated By: VILLAGE ENGINEER

Referred To: VILLAGE ENGINEER

Summary of Background and Reason For Request:

The Village's existing water distribution system includes an 8" water main that travels east through an easement on the Mariani Landscaping property, under the Skokie River, and through the Skokie Preserve. It connects with the rest of the Village's system at the intersection of West Sheridan Place and MacLaren Lane. The section of water main is a critical piece of the Village's water distribution system and has had multiple breaks in recent years.

The Village requested a proposal from Gewalt Hamilton Associates, Inc. to design and assist the Village with the bidding and permitting of a project to replace the existing section of water main. Gewalt Hamilton Associates, Inc. has exhibited specific expertise in the design of water distribution systems and has successfully done projects for the Village in the past.

The proposal from Gewalt Hamilton Associates, Inc. is for time and expense not to exceed \$38,410. The project is in the current capital improvements plan and is included in the current budget. It is recommended that the board approve the proposal from Gewalt Hamilton Associates, Inc. for \$38,410.

Reports and Documents Attached:

1. A copy of the Resolution; and
2. A copy of the professional services agreement with Gewalt Hamilton Associates, Inc.

Village President's Recommendation:

Village Administrator's Recommendation: Adoption of Resolution

Date Referred to Village Board: 5/9/2016

RESOLUTION NO. 2016-__**A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. (EAST-WEST TRANSMISSION MAIN REPLACEMENT PROJECT)**

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

WHEREAS, in assessing the condition of the existing transmission water main located west of the end West Sheridan Place, the Village Engineer recommends entering into a professional engineering services agreement to design a plan to replace the existing water main; and,

WHEREAS, Gewalt Hamilton Associates, Inc. has exhibited specific expertise in the design of water distribution systems and has successfully done projects for the Village in the past; and:

WHEREAS, Village staff recommends that the Village retain Gewalt Hamilton Associates, Inc. to provide the Professional Services and:

WHEREAS, Gewalt Hamilton Associates, Inc. has provided a proposal to complete the Professional Services for a fee not to exceed \$38,410; and,

WHEREAS, the Village's approved FY17 Water Fund budget includes \$400,000 for this project.

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

Section 1. Recitals.

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

Section 2. Authorization and Execution of Agreement with Gewalt Hamilton Associates, Inc.

The Village Administrator is hereby authorized and directed to execute a contract in a form acceptable to the Village Attorney with Gewalt Hamilton Associates, Inc. for the East-West Transmission Main Replacement Project, consistent with scope of services provide by Gewalt Hamiltin Associates, Inc. and included in the professional services agreement, attached as Exhibit A, for a fee not to exceed \$38,410.00.

Section 3. Effective Date.

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

PASSED this 9th day of May, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (0)

NAYS: (0)

ABSENT: (0)

APPROVED this 9th day of May, 2016.

Village President

ATTEST:

Village Clerk

Exhibit A

**VILLAGE OF LAKE BLUFF
PROFESSIONAL SERVICES AGREEMENT**

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

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** Gewalt Hamilton Associates, Inc.

Address: 625 Forest Edge Drive
 Vernon Hills, IL 60061

Telephone No.: 847-478-9700

Email: jbriggs@gha-engineers.com

Project Name/Description: W. Sheridan Place Watermain Improvement Design

Agreement Amount: not to exceed \$38,410.00

B. Project Description. Consultant will provide professional municipal engineering services related to the design of the W. Sheridan Place Watermain Improvement Project. including but not limited to the following activities: (i) project initiation, coordination, and data collection, (ii) plans and specifications, (iii) final document preparation and cost estimating, and (iv) project management and design meetings as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than December 31, 2016 ("**Time of Performance**"). The Village may modify the Time of Performance at any time, with concurrence from the Consultant, upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. Claim In Addition To Agreement Amount.

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

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

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, or done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

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

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village, provided that: (1) Consultant retains the rights to reuse standard portions of its Documents in the normal course of its business; and (2) the Village will not reuse the Documents for projects other than for which they were prepared by Consultant, and if the Village does so, it waives any claims against Consultant arising therefrom, and will defend Consultant from any claims arising therefrom. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

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

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

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

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

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Administrator;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of

deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

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

With a copy to:

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

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

John Briggs, PE
Gewalt Hamilton Associates, Inc.
Senior Engineer
625 Forest Edge Drive
Vernon Hills, IL 60061
main: 847.478.9700
jbriggs@gha-engineers.com

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

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

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

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the

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

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

J. Authority to Execute.

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

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

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

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

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

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

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

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

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

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

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

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

Engineering Services for the PROJECT will include:

The Project is generally defined as providing topographic survey, wetland delineation, design engineering services, permitting and preparation of contract bid documents for the construction of approximately 1,500 feet of watermain improvements along the existing easement/right-of-way corridor beginning at the corner of W. Sheridan Place and Thornwood Lane, heading westerly up to the Com-Ed right-of-way, all within the Village of Lake Bluff, IL (See Attachment A1). Work will include replacement and upgrading of the existing watermain to help relieve the system of the frequent breaks currently experienced in the area. Accordingly, we propose the following general scope of services:

A. Site Topographic Survey/Base Plan Drawings

1. Perform a topographic field survey of the proposed project limits to create an existing conditions plan and identify any major visible issues that could impede the success of the proposed improvements. Survey will be in conducted in State plane coordinates and on USGS datum. Work will be limited to that area within the right-of-way corridor necessary for site plan generation and permitting purposes.
2. Identify trees 6" and larger in the areas of proposed impact as deciduous or coniferous.

B. Wetland Services and Reporting

Conduct a wetland delineation in the field and prepare the necessary reports for submittal to the Lake County Stormwater Management Commission and US Army Corps of Engineers.

C. Construction Document Preparation

1. Prepare a Preliminary Engineering Plan set for the proposed improvements that provides for the Plan/Profile and any necessary design cross sections of a watermain conveyance along the proposed route. Plan details will generally include:
 - a. Preliminary plan and profile for the new watermain corridor along the proposed route;
 - b. Preliminary cross sections (as necessary)and details of construction; and
 - c. Preliminary site geometrics and alignment information.
2. Prepare a Preliminary Engineer's Estimate of Probable Construction Costs for the improvements.
3. Attendance at one (1) meeting with Village staff has been included for Preliminary Engineering.

4. Upon receiving approval of the Preliminary Engineering Plans, we will proceed with the preparation of final design documents for this project. Plan details will generally include:
 - a. Development of general construction notes and specifications to be included on the plans;
 - b. Completion of the drainage corridor design plan and profiles;
 - c. Preparation of a Final Engineer's Estimate of Probable Construction Costs.
5. Assemblage of Final Engineering Plans. We estimate the final plan set for this project will include the following data:
 - a. Summary of Estimated Quantities;
 - b. Plan Notes, Specifications, and Details;
 - c. Plan and Profile Design Plans
6. Attendance at one (1) meeting with the Village has been included for Final Engineering.

D. Construction Access Easement

Assist the Village in obtaining a construction access easement through the Mariani Property. GHA will prepare an access display document for Village use in negotiations with property owner.

E. GHA will assist with obtaining the required permits through the following regulatory agencies:

1. Watermain Construction Permit – Illinois Environmental Protection Agency (IEPA)
2. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) in accordance with state and local requirements under the NPDES Phase II General Construction Site Permit ILR10.
3. Preparation and submission of an application to the Lake County Stormwater Management Commission (LCSMC), Illinois Department of Natural Resources (IDNR) and U.S. Army Corps of Engineers (USACE).

Preliminary Schedule

Both GHA and the Village will put forth reasonable efforts to complete their respective duties in a timely manner. GHA is prepared to commence field work within two weeks of receipt of the executed Agreement. Depending on weather conditions related to surveying tasks, we estimate that engineering design and plan preparation will take approximately six to eight weeks to complete, plus appropriate time for Village and regulatory agency review.

Compensation for Services

GHA proposes to provide the above services on a time-and-materials (T&M) basis for a not-to-exceed (NTE) fee of \$38,410.00. All services, including any additional services or meetings requested and authorized by the Client, will be billed on a T&M at the rates established with the Client at the time.

GHA Hourly Billing Rates

Principal Engineer	\$158/hr
Senior Engineer	\$134/hr
Professional Engineer	\$116/hr
Professional Land Surveyor	\$112/hr
Staff Engineer	\$106/hr
Environmental Consultant	\$110/hr
Senior Engineering Technician	\$106/hr
Engineering Technician II	\$96/hr
Engineering Technician I	\$68/hr
Clerical	\$56/hr

Reimbursable expenses, including items such as printing, messenger service, mileage, etc., have been included in the above fee and will be billed directly to the Client.

Statements of GHA charges made against a project are submitted to clients every four weeks. This permits the client to review the status of the work in progress and the charges incurred.

Clarifications and Assumptions

1. This proposal does not include CCDD or other environmental assessments.
2. Our construction specifications will reference the "Standard Specifications for Road and Bridge Construction", latest edition, adopted by the Illinois Department of Transportation.
3. A total of two (2) meetings during the Plan Preparation phase are included in the fee. Additional meetings will be billed on T&M basis.
4. We assume the Client will supply GHA with all available copies of previous surveys and property boundary information to confirm our field data collection efforts. Our survey tasks do not include Plat of Survey or easement document creation work. All work will be completed within existing rights-of-way, easements and Village owned property.
5. The Client will be responsible for all bid advertising costs.
6. Plan sheets shall be 22" x 34".
7. No construction layout or construction engineering services are included.

8. A portion of the proposed improvements will be constructed inside of USACE and IDNR boundaries, and permitting and design coordination from them will be required. We will make every effort to prepare complete and technically accurate permit submittals; however, agency review may result in unforeseen requirements, additional work, and associated fees that we are unable to anticipate at this time.
9. Any permitting or application fees associated with the proposed work will be paid for by the Client, and are not included in our fees.
10. Any permitting through Stormwater Management will be performed by the Client.
11. Any services requested by the Client but not expressly identified within Scope of Services will be provided for an additional fee under a separate proposal.

General Conditions

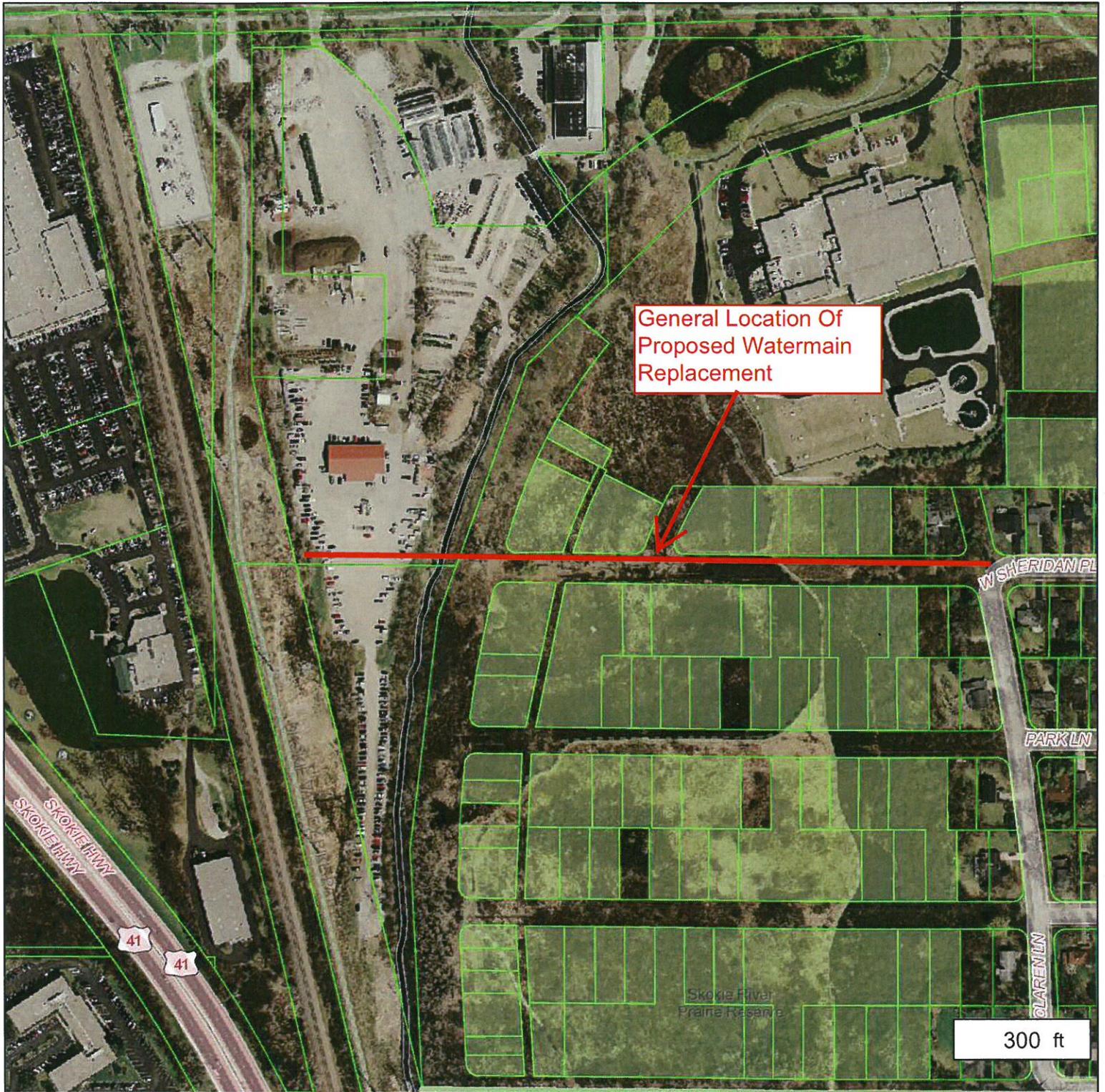
The delineated services provided by GHA under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.



Lake County
Geographic Information System

Lake County
Department of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373
Map Printed on 10/23/2015

- Tax Parcels
- Forest Preserves
- Trails

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

EXHIBIT B

INSURANCE COVERAGES

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

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

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

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

All employees shall be included as insureds.

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

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

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

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

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

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

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

- Worker's Compensation
- Professional Liability

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

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>None</u>	_____

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

Agenda Item: 18

Subject: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A CONTRACT AND WAIVER OF COMPETITIVE BIDS TO COMPLETE
THE PRODUCTION AND INSTALLATION OF NEW VILLAGE GATEWAY
AND FACILITY SIGNAGE

Action Requested: CONSIDERATION OF THE RESOLUTION (Roll Call)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Staff continues to work on this agenda item and will provide an update to the Village Board on Monday.

Reports and Documents Attached:

Village Administrator's Recommendation:

Date Referred to Village Board: 5/9/ 2016

VILLAGE OF LAKE BLUFF

MEMORANDUM

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

FROM: Jeff Hansen, Village Engineer

DATE: May 6, 2016

SUBJECT: Village Gateway Signage



The purpose of this memo is to provide an update on the status of the Village Gateway Signage Project which is an item on the agenda of the upcoming May 9th, 2016 Village Board meeting. After two unsuccessful attempts to competitively bid the production and installation of the signs, Village staff has been able to identify a preferred contractor to produce the signs and is awaiting final pricing from that contractor.

If the final pricing is received prior to the May 9th meeting and Village Staff reviews the proposal and recommends that it be accepted, a resolution to waive the competitive bidding process and award the contract will be prepared and submitted for your consideration. Alternatively, if Village Staff is unable to recommend approval of an agreement on May 9th, I will be available to discuss the status of the project and answer any questions the Board may have on why Village Staff is recommending that the Board waive the competitive bidding process for this project. The resolution to waive competitive bidding and award the contract would then be prepared for the May 23rd Village Board meeting.

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

Agenda Item: 19

Subject: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF GRAYSLAKE, THE CITY OF HIGHLAND PARK, THE CITY OF HIGHWOOD, THE VILLAGE OF LAKE BLUFF, THE CITY OF LAKE FOREST, THE VILLAGE OF MORTON GROVE, AND THE VILLAGE OF NILES TO FORM A JOINT EMERGENCY TELEPHONE SYSTEM BOARD

Action Requested: CONSIDERATION OF THE RESOLUTION (Voice Vote)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

In September 2014 the Village became a customer of a new joint public safety dispatch center operated by the Village of Glenview at the Highland Park Police Facility which now serves as the Village's public safety answering point ("PSAP") for all 9-1-1 phone calls. As you will recall, Lake Bluff (along with Highland Park, Highwood, and Lake Forest; also known as the north group) chose to outsource public safety dispatch to the Village of Glenview to improve services and reduce both operational and capital expenses.

On June 29, 2015 the State of Illinois passed Public Act 99-0006 instituting changes to the collection and distribution of 9-1-1 surcharge revenues and requiring the consolidation of 9-1-1 centers and Emergency Telephone System Boards ("ETSBs"); specifically, this legislation:

- Required that any 9-1-1 centers serving less than a population of 25,000 consolidate by July 1, 2017 (*complete*);
- Created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provided that ISP would distribute surcharge revenues to ETSBs; and
- Required that any ETSB without a Public Safety Answering Point ("PSAP") in its jurisdiction be consolidated through an Intergovernmental Agreement ("IGA") with an existing ETSB that has a PSAP to create a joint ETSB (*executed IGAs and ordinances must be submitted to the State by July 1, 2016*).

At this time, all of the Glenview joint dispatch center customers are (i) consolidating their ETSBs to collect and receive its 9-1-1 surcharge revenues pursuant to Public Act 99-0006 and (ii) formally dissolving their respective ETSBs. To that end, Staff recommends approval of both the Resolution and IGA to form a JETSB, and approval of the ordinance to dissolve the Village's individual ETSB. Other than the possible delay of collection and disbursement by the ISP, Staff does not expect any budgetary impacts from this action.

Reports and Documents Attached:

- Resolution Authorizing the IGA.

Village Administrator's Recommendation: Approval of the Resolution.

Date Referred to Village Board:

5/9/2016

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF GRAYSLAKE, THE CITY OF HIGHLAND PARK, THE CITY OF HIGHWOOD, THE VILLAGE OF LAKE BLUFF, THE CITY OF LAKE FOREST, THE VILLAGE OF MORTON GROVE, AND THE VILLAGE OF NILES TO FORM A JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Lake Bluff (“the Village” or “Lake Bluff”) is a home-rule municipality located in Lake County, Illinois;

WHEREAS, the Village of Glenview (“Glenview”) is a home-rule municipality located in Cook County, Illinois;

WHEREAS, Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the “Glenview PSSS South Center”), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the “Glenview PSSS North Center” and, collectively with the Glenview PSSS South Center, the “Dispatch Center”);

WHEREAS, the Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points (“PSAPs”), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the “Act”), and Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park;

WHEREAS, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles (collectively, the “Clients”) have each entered into intergovernmental agreements with Glenview (collectively, the “Dispatch Service Agreements”), pursuant to which Glenview provides dispatch services to each of those Parties;

WHEREAS, Glenview and the Clients all have their own emergency telephone systems boards, as defined in the Act, appointed by their respective corporate authorities;

WHEREAS, the Act requires consolidation of 9-1-1 Authorities (as defined in the Act) through intergovernmental agreements to create a joint emergency telephone system board, ensuring that no 9-1-1 Authority serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to

contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the municipalities referred to above are units of local government;

WHEREAS, the municipalities referred to above desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above;

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards;

WHEREAS, the municipalities referred to above have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement; and

WHEREAS, the Corporate Authorities further find and determine that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement (the "Intergovernmental Agreement") with the Clients.

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

Section 1. Recitals.

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

Section 2. Approval of the Intergovernmental Agreement.

The Village President and Village Clerk are hereby authorized to execute an intergovernmental agreement in substantially the same form as Exhibit A and in a final form approved by the Village Administrator and Village Attorney, with the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles to form a joint Emergency Telephone System Board.

Section 3. Effective Date.

This Resolution will be in full force and effect following its passage and approval in the manner required by law.

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

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this __ day of May, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of _____, 2016 (the "Effective Date"), by and between the Village of Glenview, an Illinois home rule municipal corporation ("Glenview"), the Village of Grayslake, an Illinois municipal corporation ("Grayslake"), the City of Highland Park, an Illinois home rule municipal corporation ("Highland Park"), the City of Highwood, an Illinois home rule municipal corporation ("Highwood"), the Village of Lake Bluff, an Illinois home rule municipal corporation ("Lake Bluff"), the City of Lake Forest, an Illinois home rule municipal corporation ("Lake Forest"), the Village of Morton Grove, an Illinois home rule municipal corporation ("Morton Grove"), and the Village of Niles, an Illinois home rule municipal corporation ("Niles"). (For convenience, Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles may be referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

A. Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview PSSS South Center"), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Glenview PSSS North Center" and, collectively with the Glenview PSSS South Center, the "Dispatch Center").

B. The Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points ("PSAPs"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the "Act").

C. Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park.

D. Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles have each entered into intergovernmental agreements with Glenview (collectively, the "Dispatch Service Agreements"), pursuant to which Glenview provides dispatch services to each of those Parties.

E. Each of the Parties has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities.

F. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.

G. Moreover, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.

H. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

I. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

J. The Parties are units of local government.

K. All Parties desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

L. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

M. The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full.

Section 2. Dispatch Service Agreements. The Parties expressly acknowledge and agree that the Dispatch Service Agreements remain in full force and effect, and are not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreements and this Agreement, the provisions of the Dispatch Service Agreements shall prevail.

Section 3. Creation of JETSB. Effective January 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

A. Each Party to this Agreement shall be represented by one member of the Board (each, a "Board Member"). Each Party's Board Member shall be the Chief Administrative Officer, or his/her designee with substantial management responsibility and experience, of that Party.

B. Each Board Member may designate an alternate (each, an "Alternate") to attend regular and special Board meetings on his/her behalf, with the same voting power as the Board Member. Each Alternate shall possess the same qualifications as prescribed in Section 4.A for Chief Administrative Officer designees.

C. At the first meeting of the Board in each calendar year, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.

D. At the first meeting of the Board in each calendar year, the Board shall elect a Secretary from among its Members, who shall be responsible for keeping the Board's records and for taking minutes of all Board meetings. The term of the Secretary shall be one year.

E. At the first meeting of the Board in each calendar year, the Board may elect a Finance Liaison ("Finance Liaison") from among its Members, who will consult with Glenview in Glenview's role as treasurer and Custodian as defined herein.

F. The JETSB's fiscal year shall be from January 1 to December 31.

Section 5. Board Powers.

The powers of the JETSB shall be limited to the following:

A. Maintaining control over the Fund, defined in Section 7 hereof, including:

1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and
2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.

B. Planning and maintaining the System, defined herein. On behalf of the Board, Glenview shall exercise these powers pursuant to the Dispatch Service Agreements, including:

1. Planning a 9-1-1 system (the "System");
2. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;
3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;
4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and
5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.

C. Any other powers conferred upon it by the Act.

Section 6. Board Meetings.

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* (the "OMA").

B. Special meetings of the Board may be called by the Chairman or by any three Board Members.

C. A majority of the Board Members shall constitute a quorum for the transaction of all business by the Board.

D. All meetings of the JETSB shall comply with the requirements of the OMA.

E. A simple majority vote of all Board Members shall be required to pass any motion or resolution.

F. Each Board Member shall be entitled to one vote on each matter of business considered by the Board.

G. No Board Member shall be permitted to vote by proxy.

H. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.

I. The Board may adopt bylaws and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the Board, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

Section 7. Emergency Telephone System Fund and Distribution.

A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date received by the Board shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the Board.

B. The Glenview Village Manager, as *ex officio* Glenview Treasurer, shall act as the treasurer and custodian of the Fund (the "Custodian").

C. No expenditures may be made from the Fund except upon direction of the Board by resolution passed by a simple majority of all Board Members. The Parties agree that at the Board's regular meetings, the Board will, in addition to any other business, consider Parties' requests for disbursements made in accordance with Section 7.D.4 hereof.

D. The Parties have agreed that the preparation of resolutions and distributions made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;

2. 9-1-1 surcharge revenues will be accounted for according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;
3. The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board and attributed to each Party;
4. At any meeting of the Board, a Party may request disbursements from the Fund to be used in satisfaction of allowable expenditures under the Act ("Allowable Expenditures") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 10 days prior to the Board meeting, a requesting Party shall submit to the Custodian a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("Supporting Documentation"), the sufficiency of which shall be determined by the Custodian. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders, and shall expressly include the requesting Party's Dispatch Service Agreement. The Board shall consider and act upon all such requests properly submitted.
5. At its first meeting during any fiscal year, the Board may adopt resolutions approving disbursements to each Party for Allowable Expenditures that constitute the applicable percentage of that year's annual amounts due under each Party's Dispatch Service Agreement. Such resolutions shall authorize the Custodian to disburse said amounts to each Party as surcharge revenues attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 7.D.6, below.
6. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.
7. Upon approval of a resolution by the Board, the Custodian shall execute approved disbursements from the Fund to each Party within 10 business days.
8. Moneys other than 9-1-1 surcharge revenues that are related to the operation of the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to resolution of the Board.

E. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party.

F. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.

G. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with

applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the same manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a "Subsequent Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a simple majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Member the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement pursuant to which Glenview shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Service Agreements.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the joint emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.

E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund in proportion to its remaining balance of funds in the Fund. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of any Party's Dispatch Service Agreement with Glenview, the Board may, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority. The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the "Rules") sets forth standards of service applicable to 9-1-1

emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Glenview shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the Board shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Custodian shall be addressed as follows:

Parties:

<p>Village of Glenview 2500 E Lake Avenue Glenview, IL 60026 Attention: Village Manager</p> <p>With a copy to: Robbins, Salomon & Patt, Ltd. 2222 Chestnut Avenue, Suite 101 Glenview, IL 60026</p>	<p>Village of Grayslake 10 South Seymour Drive Grayslake, IL 60030 Attention: Village Manager</p> <p>With a copy to: Victor P. Filippini, Jr. Filippini Law Firm, LLP 990 Grove Street, Suite 220 Evanston, IL 60201</p>
<p>City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035 Attn: City Manager</p> <p>With a copy to: Steven M. Elrod Holland & Knight LLP 131 S. Dearborn Street, 30th Floor Chicago, IL 60603</p>	<p>City of Highwood 17 Highwood Avenue Highwood, IL 60040 Attn: City Manager</p> <p>With a copy to: James Ferolo Klein, Thorpe & Jenkins Ltd 20 N. Wacker Drive, Suite 1660 Chicago, IL 60606</p>
<p>Village of Lake Bluff 40 East Center Avenue Lake Bluff, IL 60044 Attn: Village Administrator</p> <p>With a copy to: Peter Friedman Holland & Knight LLP 131 S. Dearborn Street, 30th Floor Chicago, IL 60603</p>	<p>City of Lake Forest 220 E. Deerpath Lake Forest, IL 60045 Attn: City Manager</p> <p>With a copy to: Filippini Law Firm LLP 990 Grove Street, Suite 220 Evanston, IL 60201</p>
<p>Village of Morton Grove</p>	<p>Village of Niles</p>

6101 Capulina Avenue Morton Grove, IL 60053 Attn: Village Administrator With a copy to: Teresa Hoffman Liston 6101 Capulina Avenue Morton Grove, IL 60053 Attn: Corporate Counsel	1000 Civic Center Drive Niles, IL 60714 Attn: Village Manager With a copy to: Joseph J. Annunzio Village Attorney Village of Niles 1000 Civic Center Drive Niles, IL 60714
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Custodian:
 Village of Glenview
 2500 E Lake Avenue
 Glenview, IL 60026
 Attn: Village Manager

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Cook County, Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by law.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.

F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same

instrument.

J. Effective Date. The Effective Date of this Agreement shall be the last date on which it is executed by any of the Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF GRAYSLAKE

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF LAKE BLUFF

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF MORTON GROVE

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF NILES

By _____
Village President

Attest _____
Village Clerk

Date _____

CITY OF HIGHLAND PARK

By _____
Mayor

Attest _____
City Clerk

Date _____

CITY OF HIGHWOOD

By _____
Mayor

Attest _____
City Clerk

Date _____

CITY OF LAKE FOREST

By _____
Mayor

Attest _____
City Clerk

Date _____

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

Agenda Item: 20

Subject: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE V OF THE
LAKE BLUFF MUNICIPAL CODE REGARDING EMERGENCY
TELEPHONE SYSTEM (9-1-1)

Action Requested: CONSIDERATION OF THE ORDINANCE (Voice Vote)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

In September 2014 the Village became a customer of a new joint public safety dispatch center operated by the Village of Glenview at the Highland Park Police Facility which now serves as the Village’s public safety answering point (“PSAP”) for all 9-1-1 phone calls. As you will recall, Lake Bluff (along with Highland Park, Highwood, and Lake Forest; also known as the north group) chose to outsource public safety dispatch to the Village of Glenview to improve services and reduce both operational and capital expenses.

On June 29, 2015 the State of Illinois passed Public Act 99-0006 instituting changes to the collection and distribution of 9-1-1 surcharge revenues and requiring the consolidation of 9-1-1 centers and Emergency Telephone System Boards (“ETSBs”); specifically, this legislation:

- Required that any 9-1-1 centers serving less than a population of 25,000 consolidate by July 1, 2017 (*complete*);
- Created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (“ISP”), and provided that ISP would distribute surcharge revenues to ETSBs; and
- Required that any ETSB without a Public Safety Answering Point (“PSAP”) in its jurisdiction be consolidated through an Intergovernmental Agreement (“IGA”) with an existing ETSB that has a PSAP to create a joint ETSB (*executed IGAs and ordinances must be submitted to the State by July 1, 2016*).

At this time, all of the Glenview joint dispatch center customers are (i) consolidating their ETSBs to collect and receive its 9-1-1 surcharge revenues pursuant to Public Act 99-0006 and (ii) formally dissolving their respective ETSBs. To that end, Staff recommends approval of both the Resolution and IGA to form a JETSB, and approval of the ordinance to dissolve the Village’s individual ETSB. Other than the possible delay of collection and disbursement by the ISP, Staff does not expect any budgetary impacts from this action.

Reports and Documents Attached:

- Ordinance Amending/Repealing the ETSB Provisions of the Lake Bluff Municipal Code.

Village Administrator’s Recommendation: Approval of the Resolution.

Date Referred to Village Board: 5/9/2016

VILLAGE OF LAKE BLUFF

ORDINANCE NO. 2016-____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE V OF THE LAKE BLUFF MUNICIPAL CODE REGARDING EMERGENCY TELEPHONE SYSTEM (911)

WHEREAS, Chapter 4 of Title V of the Village Code establishes an Emergency Telephone System Board ("**ETSB**") for the Village and authorizes the Village to collect surcharges for E911 services; and

WHEREAS, on June 29, 2015, the Governor of the State of Illinois signed into law Public Act 99-0006 ("**Act**"), instituting changes to the collection and distribution of 9-1-1 surcharge revenues and requiring the consolidation of 9-1-1 centers and ETSBs; and

WHEREAS, the Act requires that the Village eliminate its local ETSB and join a consolidated ETSB no later than July 1, 2017; and

WHEREAS, the Act also revoked the Village's authority to impose a local telecommunications surcharge for E911 funding purposes, and replaced it with a uniform statewide surcharge; and

WHEREAS, the Village Board desires to repeal provisions Chapter 4 of Title V of the Village Code in order to comply with the Act; and

WHEREAS, the Village Board has determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code pursuant to this Ordinance;

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

Section 1: Recitals.

The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

Section 2: Repealer.

Chapter 4, titled "Emergency Telephone System (911), of Title V, titled "Police and Public Safety," of the Village Code is hereby repealed in its entirety and reserved for future use.

Section 3. Effective Date.

This Ordinance shall be effective after 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; provided, however, that the effective date will not occur prior to the earlier to occur of: (i) January 1, 2017; or (ii) the date on which the State of Illinois issues an order of authority approving the consolidation of the Village's ETSB.

[SIGNATURE PAGE FOLLOWS]

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

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ___th day of _____ 2016.

Village President

ATTEST:

Village Clerk

FIRST READING:

SECOND READING:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM: