

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

Monday, September 12, 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. AWARDS AND PROCLAMATIONS
 - a) Lake Bluff Police Department Service Awards
 - b) A Proclamation Designating October 2016 as "Fire Prevention Month"
4. CONSIDERATION OF THE AUGUST 22, 2016 VILLAGE BOARD MEETING MINUTES
5. 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.
6. 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.
7. VILLAGE FINANCE REPORT
 - a) Warrant Report for September 1-15, 2016 and August 2016 Payroll Expenditures
 - b) August 2016 Finance Report
8. VILLAGE ADMINISTRATOR'S REPORT
 - a) A Report Regarding the Disposition of Certain Village Records
9. VILLAGE ATTORNEY'S REPORT
10. VILLAGE PRESIDENT'S REPORT
11. ACCEPTANCE OF THE CORRESPONDENCE

Please note all correspondence was delivered to the Village Board of Trustees in the Informational Reports on August 19, 26 and September 2, 2016.

OLD BUSINESS

12. SECOND READING OF AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS TO ESTABLISH A PROCESS AND RELATED REGULATIONS FOR PLANNED MIXED-USE DEVELOPMENTS

OTHER BUSINESS

13. A RESOLUTION APPROVING A SITE PLAN REVIEW FOR EXTERIOR ALTERATIONS TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY BUILDING AT 200 ROCKLAND ROAD
14. A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH PETER BAKER & SONS CONSTRUCTION AND WAIVER OF COMPETITIVE BIDDING TO COMPLETE MISCELLANEOUS ASPHALT PATCHING AND TRAIL REPAIRS
15. A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT AND WAIVER OF COMPETITIVE BIDS TO COMPLETE THE EMERGENCY REPAIR OF MOFFETT ROAD
16. AN ORDINANCE AMENDING TITLE III OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE CONCERNING THE CLASS L AND W LIQUOR LICENSES
17. TRUSTEE'S REPORT
18. EXECUTIVE SESSION
19. 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.

P R O C L A M A T I O N

Designating October 2016 as “Fire Prevention Month”

WHEREAS, in 2015, U.S. Fire Departments responded to 1,298,000 fires, or one fire every 24 seconds; and,

WHEREAS, nationwide there were 3,275 fire deaths, or one every 192 minutes; and,

WHEREAS, property loss resulting from fire during the same period totaled in excess of 11.6 billion dollars; and,

WHEREAS, an enlightened and supportive citizenry can be effective in reducing both loss of life and property damage resulting from fire; and,

WHEREAS, the Village of Lake Bluff is committed to protecting its citizens from fire losses; and,

WHEREAS, the Village of Lake Bluff is served by an all volunteer Fire Department which works with its residents to promote fire safety.

NOW, THEREFORE, BE IT PROCLAIMED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, COUNTY OF LAKE, AND STATE OF ILLINOIS, hereby proclaims October 2016, “Fire Prevention Month” in the Village of Lake Bluff.

Village of Lake Bluff residents are encouraged to change the batteries in their home smoke detectors, form a fire escape plan for their home, and participate in continuing information and educational activities of the Lake Bluff Fire Department, during *Fire Prevention Month* and throughout the year, and to practice fire safety and prevention on a continuing basis.

PASSED this 12th day of September, 2016.

ATTEST:

Village Clerk

Village President

**VILLAGE OF LAKE BLUFF
BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 22, 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

Absent: 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
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. AWARDS AND PROCLAMATIONS

President O'Hara read the Proclamation proclaiming September 10, 2016 as *Patriotic Spirit Day in Lake Bluff*.

Ms. Joanna Rolek, Executive Director of the Chamber of Commerce, stated it is an honor to participate in the upcoming event and thanked the Village Board for approving the proclamation. She provided information regarding the *lflbmilitaryconnections.com* site located on the Lake Forest/Lake Bluff Commerce website to promote local area merchandise.

4. CONSIDERATION OF THE MINUTES

Trustee Dewart moved to approve the August 8, 2016 Board of Trustees Regular Meeting Minutes with corrections as suggested. Trustee Josephitis 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. Sandra Hart, Lake County Board Member and Lake County Forest Preserve Commissioner, commented on the importance of transparency regarding government issues. She announced the Lake County Board, Finance and Administration meetings are now being televised and noted the 2017 Budget meetings will be held on October 18 and 19, 2016. Ms. Hart thanked the Board for televising Lake Bluff's meetings.

6. VILLAGE BOARD SETS THE ORDER OF THE MEETING

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

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

7. ITEM #7A – WARRANT REPORT FOR AUGUST 16-31, 2016

President O'Hara reported expenditure of Village funds for payment of invoices in the amount of \$238,799.39 for August 16-31, 2016.

As such, the total expenditures for this period is in the amount of \$238,799.39.

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

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

8. ITEM #8 – VILLAGE ADMINISTRATOR'S REPORT

Village Administrator Drew Irvin had no report.

9. ITEM #9 – VILLAGE ATTORNEY'S REPORT

Village Attorney Peter Friedman had no report.

10. ITEM #10 – VILLAGE PRESIDENT'S REPORT

President O'Hara reported on the upcoming *Patriotic Spirit Day in Lake Bluff* event scheduled for September 10th.

11. ITEM #11 – ACCEPTANCE OF THE CORRESPONDENCE

President O'Hara introduced the correspondence from the Informational Reports on August 5 and 12, 2016.

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

12. ITEM #12 – A RESOLUTION ENCOURAGING COMMONWEALTH EDISON TO ALLOW RESIDENTS AN OPPORTUNITY TO PERMANENTLY OPT OUT OF THE SMART METER PROGRAM

President O'Hara reported during the August 8, 2016 the Committee-of-the-Whole meeting the Village Board discussed a request from the City of Lake Forest Mayor to consider a Resolution Encouraging Commonwealth Edison to Allow Residents an Opportunity to Permanently Opt Out of the Smart Meter Program ("Resolution") which the Lake Forest City Council approved on July 18, 2016. Following a discussion regarding (i) the City of Lake Forest's Resolution and (ii) policy matters associated with the Village's planned installation of an automatic water meter reading system, it was the consensus of the Village Board to consider a similar Resolution at its next regularly scheduled meeting. She further reported that ComEd has recently advised staff that they will be filing with the Illinois Commerce Commission a petition to modify the current smart meter opt-out provisions the week of August 22nd. Details regarding that petition have not yet been released.

President O'Hara read the proposed resolution and a discussion followed.

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

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

13. ITEM #13 – AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS TO ESTABLISH A PROCESS AND RELATED REGULATIONS FOR PLANNED MIXED-USE DEVELOPMENTS

President O'Hara reported in May 2016 the Village received a zoning petition from The Roanoke Group, LLC (Petitioner) seeking: (i) a text amendment to the Village's Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD) (Text Amendment); and (ii) a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property) to construct and maintain the Development at the Property.

The purpose of PMDs is to allow for modification of underlying use, bulk, space and yard regulations that may impose unnecessary rigidities on the proposed development or redevelopment of land that requires an individual, planned approach. The two-phase review process of the PMD Ordinance includes:

- Optional preliminary public meeting with the PCZBA to obtain feedback on the potential PMD;
- Development Concept Plan review public hearing with the PCZBA;
- Optional Development Concept Plan review workshop meeting and review by ABR;
- Development Concept Plan consideration by the Village Board;
- Final Development Plan review public hearings & public meetings with PCZBA and ABR; and
- Final Development Plan consideration by the Village Board.

President O'Hara reported at the conclusion of the August 17th public hearing regarding the text amendment, the PCZBA voted (6-1) to recommend the Village Board: (i) approve and adopt the attached ordinance providing for a text amendment establishing a process and related regulations for PMDs; and (ii) consider including in the PMD ordinance a requirement that two-thirds of the Village Trustees must vote in favor of a proposed PMD if the PCZBA has recommended that the proposed PMD be denied. The PCZBA member who did not vote in favor of the PMD ordinance expressed concern with the PMD option as an alternative to the underlying zoning regulations; more specifically, the concern was that the PMD draft language did not require the redevelopment of qualifying properties to use a PMD approval process.

President O'Hara opened the floor for public comments.

Mr. Robert Isham (resident) commented on the provisions in the PMD Ordinance regarding harmony of the adjacent neighborhoods and neighborhood feelings; Mr. Isham stated he was not asking the Village Board to consider allowing neighbors to veto any proposed redevelopment but rather ask them to find a way to place within the PMD guidelines standards that will consider the feelings of the neighbors. He expressed his understanding if the PCZBA did not act within two public hearings the development would be approved and he asked that the automatic approval not be included.

Mr. Thomas Zarse (resident) expressed his understanding the PMD Ordinance will remove existing zoning protections and laws, and asked the Village Board to consider more stringent replacement protections such as to prevent zero setbacks that are not consistent with surrounding properties.

Ms. Jean Niemi (resident) expressed her concern with changes to the current zoning that would allow a height greater than 30 ft. Ms. Niemi expressed her concern with the draft PMD Ordinance and with the process because the ordinance eliminates neighborhood protections. In response to a comment from Ms. Niemi regarding a rumor of a future parking lot south of Block Three east of the library, President O'Hara stated the Village has not approved any plans for a parking lot across from the Block Three property.

Ms. Holli Volkert (resident) expressed her understanding if the property owner allows a developer to build within the current zoning regulations the PMD Ordinance would not be enacted and would not come before the Village Board for approval. She asked if Village Board approval could be included in the draft PMD Ordinance. Village Attorney Peter Friedman stated this type of action would be a down zoning and would take away the "as of right" zoning from property owners. The PMD Ordinance provides the Village flexibility for developments outside the current underlying zoning. Ms. Volkert asked if the PMD Ordinance allows developers to purchase any ½ acre lot in the CBD and if R-4 and R-5 Zoning Districts are included in the PMD. Ms. Volkert expressed her concern with a lack of specific parameters for developing property in the CBD. Village Administrator Drew Irvin stated a lot in the B District (R-4) and

lot in the C Residential District (R-5) maybe used as part of the PMD, only if the lot is adjacent to a lot located in the CBD. Ms. Volkert also suggested including bulk parameters in the PMD Ordinance to give direction to developers. She also asked the Village Board to strongly consider the PCZBA's recommendation to require a super majority vote when PMD's are not recommended for approval.

Ms. Adrienne Doherty (resident) commented on the Harrison House development and expressed her opinion the overall process has been too fast. She asked the Village to slow down the review process and carefully vet the proposed developer as this particular development will change the character of Lake Bluff.

Mr. Paul Lemieux (resident) expressed his strong support for the PMD Ordinance because it will give the Village more control over proposed developments.

Trustee Josephitis recused himself from the deliberation and left the meeting.

Trustee Ankenman expressed a desire to have the Village Attorney review the draft PMD ordinance.

Village Attorney Friedman addressed certain public comments regarding the PMD approval process and any failure to act that was in the ordinance. He stated failure of the PCZBA to commence its public hearing within 60 days, during the conceptual plan, shall be deemed to be a recommendation to the Village Board to approve the final plan as submitted. There is no deadline during the final approval process, the provision states the PCZBA has to commence a public hearing within 60 days after the final approval application has been filed. Village Attorney Friedman reviewed the design guideline standards and certain provisions of the draft PMD Ordinance in relation to comments received from the public. A discussion followed.

Village Administrator Irvin stated the PCZBA recommended height restrictions not be included in the PMD Ordinance to allow flexibility for each proposal to be evaluated on its own merit.

In response to a comment from Trustee Grenier, Village Administrator Irvin stated the PMD Ordinance does not prevent a property owner from seeking a zoning variation. He stated a public hearing process and Village Board approval would still be required for any development that required zoning relief.

Trustee Dewart stated the PMD Ordinance allows for a comprehensive review process, public comment and provides the Village with standards and additional protection not allowed under the current zoning.

Trustee Christensen stated there has been a lot of information shared regarding the proposed development. He expressed his understanding the process is working because planned developments are considered at local level. He expressed his concern regarding the lack of housing diversity in the Village and his belief the PMD Ordinance is the best tool to be used for redeveloping the CBD.

Trustee Christensen moved to approve first reading of the ordinance. Trustee Ankenman seconded the motion. The motion passed on a unanimous voice vote.

In response to request from President O'Hara, Village Attorney Friedman explained the PCZBA's desire to require a super majority vote by the Village Board should the PCZBA recommend denial of a PMD. Village Attorney Friedman reviewed the existing PCZBA and ABR voting provisions which require a super majority vote. A policy discussion ensued.

Trustee Grenier expressed his preference to work with advisory boards to resolve issues as opposed to voting against a recommendation. He expressed his concern with an appointed body having more authority than an elected body.

Trustee Ankenman stated the Village Board trust the advisory board process and expressed her support to require a super majority vote.

Trustee Christensen praised the work of the advisory boards, and expressed his support for not requiring a super majority vote because ultimately the responsibility ends with the Village Board.

Trustee Dewart stated, from a legislative standpoint, the Village Board is duly elected by the community and responsible for decisions that are made.

Discussion regarding a desire to reconcile differences in opinion from advisory bodies was had by the Village Board. Following that discussion, it was the consensus of the Village Board to not include a provision that would trigger a super majority vote should the PCZBA vote to not recommend approval of a PMD.

14. ITEM #14 – TRUSTEE’S REPORT

There was no Trustee’s report.

15. ITEM #16 – CONSIDERATION OF THE MINUTES OF THE AUGUST 8, 2016 EXECUTIVE SESSION MEETING

Trustee Christensen moved to approve the August 8, 2016 Executive Session Meeting Minutes as presented. Trustee Dewart seconded the motion. The motion passed on a unanimous voice vote.

16. ITEM #17 – ADJOURNMENT

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

Respectfully Submitted,

R. Drew Irvin
Village Administrator

Aaron Towle
Village Clerk

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

Agenda Item: 7a

Subject: WARRANT REPORT FOR SEPTEMBER 1-15, 2016 AND
AUGUST 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 \$276,657.75 for September 1-15, 2016.

Expenditure of Village funds for payroll in the amount of \$270,089.36 for August 2016.

Total Expenditures of \$546,747.11

Reports and Documents Attached:

1. Warrant Report for September 1-15, 2016 \$276,657.75 (dated 9/12/16)

Please note that this warrant report includes a payment to DeMuth Inc. for the emergency repair of water main breaks and a broken fire hydrant on Armour Drive. This expenditure was estimated at \$16,500 however, a broken fire hydrant increased the project cost to \$20,700. Pursuant to the Village's Purchasing Policies Section 6.4 purchases in excess of \$20,000 made to remedy an emergency condition may be accomplished by Village Administrator authorization, to subsequently be ratified by the Village Board.

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.

2. FY2016-17 Payroll Report.

Village Administrator's Recommendation:

Approval of Warrant and Payroll in the total amount of **\$546,747.11**

Date Referred to Village Board:

9/12/2016

DATE: 09/07/16
 TIME: 15:28:23
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

ATTACHMENT 1

INVOICES DUE ON/BEFORE 09/12/2016

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

121ELEV	121	ELEVATOR INCORPORATED					
2336	08/16/16	01	VILL HALL ELEVATOR MAINT	01-60-900-41000		09/12/16	565.25
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	565.25
						VENDOR TOTAL:	565.25
A PLUS	A PLUS BUILDING SERVICES						
10085	08/15/16	01	PSB CLEANING:SEPT 2016	01-70-930-41000		09/12/16	1,360.00
				MAINTENANCE-BUILDING			
		02	VILL HALL CLEANING:SEPT 2016	01-60-900-41000			490.00
				MAINTENANCE-BUILDING			
		03	DEPOT CLEANING:SEPT 2016	01-80-920-41000			200.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	2,050.00
						VENDOR TOTAL:	2,050.00
AASERVIC	AA SERVICE CO.						
231498	08/01/16	01	SRVC CALL:HIGH HUMIDITY IN FD	01-70-930-41000		09/12/16	397.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	397.00
						VENDOR TOTAL:	397.00
ADP	ADP INC.						
478686601	08/19/16	01	PAYROLL PROCESSING:8/18/16	01-60-610-41304		09/12/16	227.75
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	227.75
						VENDOR TOTAL:	227.75
ADVBUSGR	ADVANCED BUSINESS GROUP LLC						
19706	08/16/16	01	POLICE T-1 LINE CHR:7/15-8/15	01-70-710-43210		09/12/16	387.88
				TELEPHONE			
						INVOICE TOTAL:	387.88
						VENDOR TOTAL:	387.88

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AFLAC 913064	09/02/16	01	AFLAC 'EE CONTR:8/18 & 9/1/16	01-20-102-65500 AFLAC PAYABLE		09/12/16	88.44
						INVOICE TOTAL:	88.44
						VENDOR TOTAL:	88.44
AIRONEEQ AIR ONE EQUIPMENT, INC.							
115147	08/10/16	01	REP'R BREATHING AIR COMPRESSOR	01-70-730-41200 MAINTENANCE EQUIPMENT		09/12/16	166.13
		02	FIRE	** COMMENT **			
						INVOICE TOTAL:	166.13
115286	08/17/16	01	REP'R AIRPAK/AIR BOTTLES:FIRE	01-70-730-41200 MAINTENANCE EQUIPMENT		09/12/16	425.40
						INVOICE TOTAL:	425.40
						VENDOR TOTAL:	591.53
ANDERPES ANDERSON PEST CONTROL							
3879099	07/01/16	01	PSB PEST CONTROL	01-70-930-41000 MAINTENANCE-BUILDING		09/12/16	68.13
						INVOICE TOTAL:	68.13
3968471	09/01/16	01	V HALL PEST CONTROL	01-60-900-41000 MAINTENANCE-BUILDING		09/12/16	44.29
						INVOICE TOTAL:	44.29
						VENDOR TOTAL:	112.42
AT & T AT & T							
1609 Z99-9528	08/16/16	01	POLICE IPSAN CIRCUIT LINE	01-70-710-43210 TELEPHONE		09/12/16	1,492.57
						INVOICE TOTAL:	1,492.57
						VENDOR TOTAL:	1,492.57

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ATLFIRST ATL FIRST AID, INC.							
12707	08/16/16	01	FIRST AID SUPPLIES:POLICE	01-70-710-43570		09/12/16	77.28
				OPERATING SUPPLIES			
						INVOICE TOTAL:	77.28
12708	08/16/16	01	FIRST AID SUPPLIES:FIRE	01-70-730-43650		09/12/16	67.59
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	67.59
						VENDOR TOTAL:	144.87
BATTTECH BATTERY TECH CENTRAL							
55809	08/26/16	01	DURACELL BATTERIES:POLICE	01-70-710-43570		09/12/16	66.80
				OPERATING SUPPLIES			
						INVOICE TOTAL:	66.80
						VENDOR TOTAL:	66.80
BOUNDMED BOUND TREE MEDICAL, LLC							
82194815	06/29/16	01	1 CASE OF COLD PACKS:FIRE	01-70-730-43570		09/12/16	37.76
				OPERATING SUPPLIES			
						INVOICE TOTAL:	37.76
						VENDOR TOTAL:	37.76
BS&ASOFT BS&A SOFTWARE							
108758	08/10/16	01	ERP SYSTEM IMPLEMENTATION #1	01-60-610-49350		09/12/16	37,820.00
				COMPUTER EQUIPMENT			
						INVOICE TOTAL:	37,820.00
						VENDOR TOTAL:	37,820.00
BURRISEQ BURRIS EQUIPMENT CO.							
PI67222	08/25/16	01	CHAIN SAW PARTS:PUB WKS	01-80-870-43650		09/12/16	80.24
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	80.24
						VENDOR TOTAL:	80.24

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CALUMETP CALUMET PACKAGING							
1083438	07/06/16	01	FUEL FOR FIRE DEPT SAWS/TOOLS	01-70-730-43650		09/12/16	336.70
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	336.70
						VENDOR TOTAL:	336.70
CARQUEST CARQUEST OF LIBERTYVILLE							
14663-160211	08/19/16	01	COOLING FAN ASSEMBLY SQD #22	01-70-710-43640		09/12/16	189.70
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	189.70
14663-160265	08/19/16	01	STARTER MOTOR SQD #22	01-70-710-43640		09/12/16	183.26
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	183.26
						VENDOR TOTAL:	372.96
CASHMORE CASHMORES PRODUCE AND PONICS							
001	08/25/16	01	SWEET CORN:FRM MRKT CORN ROAST	01-60-650-44610		09/12/16	80.00
				FARMER'S MARKET			
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	80.00
CASTRORI RICH CASTRO							
11690059	08/16/16	01	PAINT/MATERIAL SUPPLIES #4576	01-70-730-43650		09/12/16	141.30
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	141.30
117146	08/23/16	01	PAINT/MATERIAL SUPPLIES #4576	01-70-730-43650		09/12/16	25.67
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	25.67
						VENDOR TOTAL:	166.97
CLCJAWA CENTRAL LAKE COUNTY JOINT							

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CLCJAWA CENTRAL LAKE COUNTY JOINT							
AUG 2016	09/06/16	01	H2O PURCHASES-AUGUST 2016	46-80-800-44100		09/12/16	69,978.09
				WATER PURCHASES			
						INVOICE TOTAL:	69,978.09
						VENDOR TOTAL:	69,978.09
CHICOMM CHICAGO COMMUNICATION SERV.INC							
4098040A	08/16/16	01	REP'R PORTABLE RADIO:FIRE	01-70-730-41200		09/12/16	95.00
				MAINTENANCE EQUIPMENT			
						INVOICE TOTAL:	95.00
						VENDOR TOTAL:	95.00
COMED COM ED							
0435147130 1608	08/29/16	01	ELECTR:ST LIGHTS (VILL RENTS)	01-80-840-43230		09/12/16	3,663.05
		02	7/29-8/29/16	UTILITIES/STREET LIGHTS			
				** COMMENT **			
						INVOICE TOTAL:	3,663.05
1023120097 1608	08/31/16	01	ELECTR:ST LIGHTS (VILL OWNS)	01-80-840-43230		09/12/16	434.18
		02	8/2-8/31/16	UTILITIES/STREET LIGHTS			
				** COMMENT **			
						INVOICE TOTAL:	434.18
198802724 1608	09/01/16	01	ELECTR:LANSDOWNE LFT STN	01-80-890-43230		09/12/16	77.68
		02	8/3-9/1/16	UTILITIES			
				** COMMENT **			
						INVOICE TOTAL:	77.68
2030627002 1608	09/01/16	01	ELECTR:1 GR BAY RD-SS#176	01-80-840-43230		09/12/16	56.93
		02	8/3-9/1/16	UTILITIES/STREET LIGHTS			
				** COMMENT **			
						INVOICE TOTAL:	56.93
3533022019 1608	09/01/16	01	ELECTR:SAN LFT STN-520 LKLAND	01-80-890-43230		09/12/16	385.71
				UTILITIES			

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COMED	COM ED						
3533022019 1608	09/01/16	02	ELECTR:WTR TOWER 8/3-9/1/16	46-80-800-43230 ELECTRIC UTILITY		09/12/16	112.89
						INVOICE TOTAL:	498.60
50065024-5	08/17/16	01	MUNICIPAL AGGREGATION REFRESH	01-60-610-41304 OTHER PROFESSIONAL SERVICE		09/12/16	168.00
		02	FEE:APRIL 2016	** COMMENT **		INVOICE TOTAL:	168.00
5190012013 1608	09/01/16	01	ELECTR:WALNUT PRKNG LOT LIGHTS	01-80-840-43230 UTILITIES/STREET LIGHTS		09/12/16	50.56
		02	8/3-9/1/16	** COMMENT **		INVOICE TOTAL:	50.56
						VENDOR TOTAL:	4,949.00
COMCAST COMCAST CABLE							
8/19-9/18/16	08/12/16	01	P WKS CABLE TV/INTERNET ACCESS	01-80-910-43210 TELEPHONE		09/12/16	130.00
		02	8/19-9/18/16	** COMMENT **		INVOICE TOTAL:	130.00
						VENDOR TOTAL:	130.00
J.P.COOK J. P. COOKE CO.							
409959	08/23/16	01	CUSTOM STAMPS:COM DEVELOPMENT	01-60-680-43550 OFFICE SUPPLIES		09/12/16	181.70
						INVOICE TOTAL:	181.70
						VENDOR TOTAL:	181.70
DEMUTHIN DE MUTH INC							
HP3350	07/26/16	01	EMERG WATERMAIN REP'R:ARMOUR	46-80-800-41306 CONTRACTUAL LABOR		09/12/16	7,700.00
						INVOICE TOTAL:	7,700.00

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DEMUTHIN DE MUTH INC							
HP3351	07/26/16	01	EMERG WATERMAIN REP'R:ARMOUR/	46-80-800-41306		09/12/16	5,300.00
		02	INVERNESS	CONTRACTUAL LABOR ** COMMENT **			
						INVOICE TOTAL:	5,300.00
HP3354	07/26/16	01	TELEWISE STORM SEWER INTO	01-80-890-41304		09/12/16	900.00
		02	RAVINE	OTHER PROFESSIONAL SERVICE ** COMMENT **			
						INVOICE TOTAL:	900.00
HP3362	07/28/16	01	EMERG WATERMAIN REP'R:MOFFETT/	46-80-800-41306		09/12/16	7,700.00
		02	RAVINE FOREST DR	CONTRACTUAL LABOR ** COMMENT **			
						INVOICE TOTAL:	7,700.00
						VENDOR TOTAL:	21,600.00
DELTADEN DELTA DENTAL							
880435	09/01/16	01	PPO DENTAL PREM:SEPT 2016	01-20-102-20000		09/12/16	3,756.39
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	3,756.39
880436	09/01/16	01	COBRA DENTAL PREM:SEPT 2016	01-20-102-20000		09/12/16	34.13
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	34.13
880437	09/01/16	01	HMO DENTAL PREM:SEPT 2016	01-20-102-20000		09/12/16	70.17
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	70.17
						VENDOR TOTAL:	3,860.69
DIDIERFA DIDIER FARMS, INC							
FARM-102343	08/01/16	01	CORN & ROASTER:FARM MRKT CORN	01-60-650-44610		09/12/16	534.95
				FARMER'S MARKET			

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DIDIERFA DIDIER FARMS, INC							
FARM-102343	08/01/16	02	ROAST		** COMMENT **	09/12/16	
						INVOICE TOTAL:	534.95
						VENDOR TOTAL:	534.95
ESSENEQU ESSENTIAL EQUIPMENT SOLUTIONS							
4614	08/08/16	01	FF COAT/PANTS:RUSSELL KLUCHKA	01-70-730-42420		09/12/16	2,291.00
				UNIFORMS			
						INVOICE TOTAL:	2,291.00
4925-3	08/22/16	01	CALIBRATE SENSIT GAS METERS:FD	01-70-730-41200		08/22/16	300.00
				MAINTENANCE EQUIPMENT			
						INVOICE TOTAL:	300.00
						VENDOR TOTAL:	2,591.00
FEECEOIL FEECE OIL COMPANY							
3436080	08/25/16	01	GASOLINE:1200 GALLONS	01-10-301-55100		09/12/16	2,632.08
				GASOLINE INVENTORY			
						INVOICE TOTAL:	2,632.08
						VENDOR TOTAL:	2,632.08
00000537 GEWALT HAMILTON ASSOC., INC.							
4478.012-3	08/08/16	01	GENERAL ENGINEERING SERVICES	01-60-680-41304		09/12/16	279.75
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	279.75
4478.014-1	08/08/16	01	SHERIDAN PL WATERMAIN DESIGN	46-80-800-49600		09/12/16	67.00
				WATER INFRASTRUCTURE			
						INVOICE TOTAL:	67.00
						VENDOR TOTAL:	346.75
GLOBALCO GLOBALCOM INC							

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GLOBALCO GLOBALCOM INC							
13192505	08/24/16	01	PRI/VOIP TELEPHONE SRVC	01-60-600-43210 TELEPHONE		09/12/16	72.51
		02	PRI/VOIP TELEPHONE SRVC	01-60-610-43210 TELEPHONE			72.51
		03	PRI/VOIP TELEPHONE SRVC	01-60-680-43210 TELEPHONE			72.51
		04	PRI/VOIP TELEPHONE SRVC	01-70-710-43210 TELEPHONE			72.51
		05	PRI/VOIP TELEPHONE SRVC	01-70-711-43210 TELEPHONE			96.68
		06	PRI/VOIP TELEPHONE SRVC	01-70-730-43210 TELEPHONE			48.34
		07	PRI/VOIP TELEPHONE SRVC	01-80-910-43210 TELEPHONE			48.34
						INVOICE TOTAL:	483.40
						VENDOR TOTAL:	483.40
GOVIT GOVIT CONSORTIUM							
1	08/31/16	01	FY17 REPLACEMENT PC'S/LAPTOPS	45-60-610-49350 COMPUTER EQUIPMENT		09/12/16	4,684.55
		02	SOLARWINDS MONITORING SRVC	01-60-610-41300 COMPUTER SERVICES			1,801.94
		03	IT INTRUSION TESTING	01-60-610-41300 COMPUTER SERVICES			155.26
		04	2016 FINANCIAL SRVC AGREEMENT	01-60-610-41304 OTHER PROFESSIONAL SERVICE			320.00
		05	SLA CONSULTING AGREEMENT	01-60-610-41304 OTHER PROFESSIONAL SERVICE			540.00
						INVOICE TOTAL:	7,501.75
						VENDOR TOTAL:	7,501.75
GRAINGER W. W. GRAINGER, INC.							
9197276737	08/16/16	01	DOOR STOP:V H CONF ROOM DOOR	01-60-680-43550 OFFICE SUPPLIES		09/12/16	32.11
						INVOICE TOTAL:	32.11
						VENDOR TOTAL:	32.11

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R0001588 DELMON GRAPES							
H2O CREDIT BAL	08/18/16	01	REFUND H2O CREDIT BALANCE	46-40-403-45000		09/12/16	584.73
				WATER SALES			
						INVOICE TOTAL:	584.73
						VENDOR TOTAL:	584.73
GRAPHPAR GRAPHIC PARTNERS							
33993	08/25/16	01	WORK ORDER FORMS:WATER DEPT	46-80-800-43400		09/12/16	168.00
			PRINTING				
						INVOICE TOTAL:	168.00
						VENDOR TOTAL:	168.00
HAVEYCOM HAVEY COMMUNICATIONS, INC.							
6734	08/29/16	01	BATTERY PACK:CH BELMONTE	01-70-710-45900		09/12/16	19.00
				MINOR EQUIPMENT			
						INVOICE TOTAL:	19.00
6735	08/29/16	01	BATTERY PACK:D.C. HOSKING	01-70-710-45900		09/12/16	19.00
				MINOR EQUIPMENT			
						INVOICE TOTAL:	19.00
						VENDOR TOTAL:	38.00
HOLLAND HOLLAND & KNIGHT LLP							
JULY 2016	08/18/16	01	LEGAL SERVICES:JUL 16	01-60-600-41350		09/12/16	8,313.00
				LEGAL SERVICES			
		02	DEVELOPMENT PROJECTS:JUL 16	01-60-600-41350			8,235.00
				LEGAL SERVICES			
		03	FINANCIAL MATTERS:JUL 16	01-60-610-41350			471.24
				LEGAL SERVICE			
		04	PCZBA/HPC/ARB MATTERS:JUL 16	01-60-600-41350			504.00
				LEGAL SERVICES			
		05	BLDG PERMIT/CODE ISSUES:JUL 16	01-60-680-41350			588.00
				LEGAL SERVICE			

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HOLLAND HOLLAND & KNIGHT LLP							
JULY 2016	08/18/16	06	WATER AMR PROJECT:JUL 16	46-80-800-41304		09/12/16	1,596.00
				OTHER PROFESSIONAL SERVICE			
		07	225 W CENTER ESCROW:JUL 16	01-20-202-20594			388.00
				ZONING ESCROW-225 W. CENTE			
		08	LYFT FITNESS ESCROW:JUL 16	01-20-202-20598			272.00
				ZONING ESCR-960 NORTH SHOR			
		09	311 E CENTER ESCROW:JUL 16	01-20-202-20601			105.00
				ZONING ESCROW-311 E. CENTE			
		10	515 CAMBRIDGE ESCROW:JUL 16	01-20-202-20595			840.00
				ZONING ESCROW-515 CAMBRIDG			
						INVOICE TOTAL:	21,312.24
						VENDOR TOTAL:	21,312.24
HOMEDEPO HOME DEPOT CREDIT SERVICES							
1010421	08/15/16	01	ELECTRIC IMPACT GUN	01-80-890-43670		09/12/16	99.00
				MAINTENANCE SUPPLIES-UTILI			
						INVOICE TOTAL:	99.00
9014498	07/28/16	01	ELECTRIC CABLE HOSE REEL	01-80-910-43650		09/12/16	24.97
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	24.97
						VENDOR TOTAL:	123.97
HORVATDE HORVAT DESIGN GROUP							
25616	08/25/16	01	TREE PLANTING:TANGLEY OAKS	01-80-860-41304		09/12/16	770.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	770.00
						VENDOR TOTAL:	770.00
ICMA RET ICMA RETIREMENT TRUST 457							
9/1 PAYROLL DEDUCT	09/01/16	01	9/1 'EE PAYROLL DEDUCTION	01-20-102-45000		09/12/16	168.84
				ICMA 457 PLAN PAYABLE			

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ICMA RET ICMA RETIREMENT TRUST 457							
9/1 PAYROLL DEDUCT	09/01/16	02	9/1 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE		09/12/16	201.29
		03	9/1 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE			211.04
		04	9/1 'EE PAYROLL DEDUCTION	01-20-102-45000 ICMA 457 PLAN PAYABLE			422.08
						INVOICE TOTAL:	1,003.25
9/1/16 W/H	09/01/16	01	9/1 'EE W/H	01-20-102-45000 ICMA 457 PLAN PAYABLE		09/12/16	3,168.55
						INVOICE TOTAL:	3,168.55
						VENDOR TOTAL:	4,171.80
ILSECST ILLINOIS SECRETARY OF STATE							
E248506 LIC RENEWAL	08/18/16	01	VEH REG'N: D.C. HOSKING'S CAR	01-70-710-41100 MAINTENANCE-VEHICLES		09/12/16	101.00
						INVOICE TOTAL:	101.00
						VENDOR TOTAL:	101.00
IUOEADM INT'L UNION OF OPER ENGINEERS							
9/1 W/H	09/01/16	01	9/1 'EE IUOE ADMIN DUES	01-20-102-49000 UNION DUES PAYABLE		09/12/16	378.86
						INVOICE TOTAL:	378.86
						VENDOR TOTAL:	378.86
IUOEMEMB INT'L UNION OF OPER ENGINEERS							
9/1 W/H	09/01/16	01	9/1 'EE IUOE MEMBERSHIP DUES	01-20-102-49000 UNION DUES PAYABLE		09/12/16	82.39
						INVOICE TOTAL:	82.39
						VENDOR TOTAL:	82.39
INTLAKES INTEGRATED LAKES MANAGEMENT							

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INTLAKES INTEGRATED LAKES MANAGEMENT							
27896	08/29/16	01	POND TREATMENT:PUB WKS	01-80-870-41050		09/12/16	319.50
				MAINTENANCE GROUNDS			
						INVOICE TOTAL:	319.50
						VENDOR TOTAL:	319.50
INTERDEV INTERDEV, LLC							
MSP-1010109	08/31/16	01	IT ADMINISTRATION:AUG 2016	01-60-610-41300		09/12/16	4,993.81
				COMPUTER SERVICES			
						INVOICE TOTAL:	4,993.81
						VENDOR TOTAL:	4,993.81
IRMA IRMA							
169377-01	07/31/16	01	WORK COMP DEDUCTIBLE	01-70-710-40600		09/12/16	2,360.16
				WORK COMP/LIABILITY INS DE			
						INVOICE TOTAL:	2,360.16
						VENDOR TOTAL:	2,360.16
JGUNIFOR J.G. UNIFORMS, INC.							
5417	08/12/16	01	UNIFORMS:RECORD CLERK MOUNT	01-70-710-42420		09/12/16	127.19
				UNIFORMS			
						INVOICE TOTAL:	127.19
						VENDOR TOTAL:	127.19
POLPEN LAKE BLUFF POLICE PENSION FUND							
9/1/16 W/H	09/01/16	01	9/1 'EE POLPEN W/HELD	01-20-102-45500		09/12/16	4,744.20
				POLICE PENSION EE CONTRIBU			
						INVOICE TOTAL:	4,744.20
						VENDOR TOTAL:	4,744.20
LANERMUC LANER, MUCHIN, DOMBROW, BECKER							

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LANERMUC LANER, MUCHIN, DOMBROW, BECKER							
500393	09/01/16	01	POLICE LABOR NEGOT:8/20/16	01-70-710-41350		09/12/16	510.00
				LEGAL SERVICES			
		02	FINANCE AUDIT LETTER FY16	01-60-610-41304			50.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	560.00
						VENDOR TOTAL:	560.00
LECHNER LECHNER & SONS UNIFORM RENTAL							
2194495	08/19/16	01	UNIFORMS: FORESTRY	01-80-860-42420		09/12/16	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			12.40
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	60.08
2199966	09/02/16	01	UNIFORMS: FORESTRY	01-80-860-42420		09/12/16	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			12.40
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	60.08
						VENDOR TOTAL:	120.16

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R0001589 WILFRED LING							
BLDG PERMIT REFUND	08/26/16	01	REFUND DUPLICATE PERMIT PAYMNT	01-40-303-25000		09/12/16	85.00
				BUILDING PERMITS			
						INVOICE TOTAL:	85.00
						VENDOR TOTAL:	85.00
LURVEYLA LURVEY LANDSCAPE SUPPLY							
T6-10054098	08/17/16	01	STAPLES	01-80-870-43680		09/12/16	9.00
				MAINTENANCE SUPPLIES-GROUN			
						INVOICE TOTAL:	9.00
T6-1005494	08/17/16	01	TURF REP'R EROSION BLANKET	01-80-870-43680		09/12/16	280.00
				MAINTENANCE SUPPLIES-GROUN			
						INVOICE TOTAL:	280.00
						VENDOR TOTAL:	289.00
LYNNMONT LYNN MONTEI ASSOCIATES							
#611-2016	09/01/16	01	STRATEGIC PLAN DEVELOPMENT	01-60-600-41304		09/12/16	1,849.28
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	1,849.28
						VENDOR TOTAL:	1,849.28
MC HENAN MCHENRY ANALYTICAL WATER LAB							
591655	09/01/16	01	WATER SAMPLES	46-80-800-41490		09/12/16	112.50
				WATER ANALYSIS			
						INVOICE TOTAL:	112.50
						VENDOR TOTAL:	112.50
MENARDS MENARD'S							
12919	08/15/16	01	ELECTRICAL TAPE	01-80-890-43650		09/12/16	26.02
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	26.02
						VENDOR TOTAL:	26.02

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MOEWF MIDWEST OP ENGINEERS LOCAL 150							
OCT 2016	08/31/16	01	PUB WKS 'EE MED INS:OCT 16	01-20-102-20000		09/12/16	1,300.00
				ACCOUNTS PAYABLE			
		02	PUB WKS FAMILY MED INS:OCT 16	01-20-102-20000			8,000.00
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	9,300.00
						VENDOR TOTAL:	9,300.00
MUNELECT MUNICIPAL ELECTRONICS, INC.							
063896	08/24/16	01	RADAR CERTIFICATION	01-70-710-41200		09/12/16	168.77
				MAINTENANCE EQUIPMENT			
						INVOICE TOTAL:	168.77
						VENDOR TOTAL:	168.77
MWMCONS MWM CONSULTING GROUP, INC							
240803	08/31/16	01	FY16 POLICE PENS GASB #68 &	01-60-610-41304		09/12/16	4,200.00
				OTHER PROFESSIONAL SERVICE			
		02	ACTUARY REPORT	** COMMENT **			
						INVOICE TOTAL:	4,200.00
240804	08/31/16	01	FY16 OPEB REPORT (GASB 45)	01-60-610-41304		09/12/16	3,250.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	3,250.00
						VENDOR TOTAL:	7,450.00
NCCPETER NCC PETERSEN PRODUCTS							
70716	08/18/16	01	JANITORIAL SUPPLIES:VILL HALL	01-60-900-43660		09/12/16	226.22
				MAINTENANCE SUPPLIES-BUILD			
		02	JANITORIAL SUPPLIES:PSB	01-70-930-43660			226.23
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	452.45
						VENDOR TOTAL:	452.45

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NEMRT NORTH EAST MULTI-REGIONAL TRNG							
209812	08/23/16	01	POLICE MOUNTAIN BIKE REP'R	01-70-710-42400		09/12/16	125.00
		02	CLASS:OFCR SZALKOWSKI	TRAINING/EDUCATION ** COMMENT **			
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	125.00
NORTHSHO NORTH SHORE GAS							
611 WALNUT 8/26/16	08/30/16	01	GAS:611 WALNUT 7/28-8/26/16	01-60-940-43230		09/12/16	30.38
				UTILITIES			
						INVOICE TOTAL:	30.38
GASLITES 8/26	08/30/16	01	GAS LITES:7/26-8/26/16	01-80-840-43230		09/12/16	319.68
				UTILITIES/STREET LIGHTS			
						INVOICE TOTAL:	319.68
PSB GENERATOR AUG 16	08/30/16	01	PSB GENERATOR:7/27-8/26/16	01-70-930-43230		09/12/16	96.11
				UTILITIES			
						INVOICE TOTAL:	96.11
						VENDOR TOTAL:	446.17
PACIFICT PACIFIC TELEMAGEMENT SERVICE							
860898	08/18/16	01	PAY PHONE:PSB LOBBY:SEP 2016	01-70-710-43210		09/12/16	76.50
				TELEPHONE			
		02	PAY PHONE:JAIL INTAKE:SEP 2016	01-70-710-43210			76.50
				TELEPHONE			
						INVOICE TOTAL:	153.00
						VENDOR TOTAL:	153.00
PAPERDIR PAPER DIRECT							
6713821	08/11/16	01	INVITATIONS:VOLUNTEER BBQ 9/15	01-60-650-40800		09/12/16	54.48
				BOARD/COMMITTEE RECOGNITIO			
						INVOICE TOTAL:	54.48
						VENDOR TOTAL:	54.48

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PITNEYBO PITNEY BOWES							
1001524920	08/12/16	01	FOLDING/INSERTION MACH MAINT	01-60-610-41200		09/12/16	1,505.04
		02	9/1/16-8/31/17	MAINTENANCE EQUIPMENT ** COMMENT **			
						INVOICE TOTAL:	1,505.04
						VENDOR TOTAL:	1,505.04
POWERDMS POWER DMS, INC.							
INV00005741	07/14/16	01	ANN'L POWERDMS.COM RENEWAL FOR	01-70-710-44900		09/12/16	2,474.06
		02	CALEA 8/20/16-8/19/17	ACCREDITATION PROGRAM ** COMMENT **			
						INVOICE TOTAL:	2,474.06
						VENDOR TOTAL:	2,474.06
PREMIERD PREMIER DOOR CORPORATION							
14184	07/25/16	01	REP'R OVERHEAD DOOR:FIRE	01-70-930-41000		09/12/16	262.60
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	262.60
14265	08/26/16	01	REP'R RECEIVER/REMOTE CONTROL	01-70-930-41000		09/12/16	135.00
		02	FIRE BAY DOOR	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	135.00
14266	08/26/16	01	REP'R BAY DOOR:FIRE	01-70-930-41000		09/12/16	2,290.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	2,290.00
						VENDOR TOTAL:	2,687.60
QUILL QUILL CORP.							
8189112	08/11/16	01	OFFICE SUPPLIES:FIRE	01-70-730-43550		09/12/16	240.27
				OFFICE SUPPLIES			
						INVOICE TOTAL:	240.27

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QUILL	QUILL CORP.						
8249534	08/15/16	01	OFFICE SUPPLIES:FIRE	01-70-730-43550		09/12/16	8.49
				OFFICE SUPPLIES			
						INVOICE TOTAL:	8.49
8308631	08/16/14	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550		09/12/16	89.98
				OFFICE SUPPLIES			
						INVOICE TOTAL:	89.98
8333457	08/17/16	01	DVD-R FOR MEETING RECORDINGS	01-60-650-43550		09/12/16	85.98
				OFFICE SUPPLIES			
						INVOICE TOTAL:	85.98
8432910	08/19/16	01	OFFICE SUPPLIES:FIRE	01-70-730-43550		09/12/16	347.99
				OFFICE SUPPLIES			
						INVOICE TOTAL:	347.99
8435252	08/19/16	01	OFFICE SUPPLIES:FIRE	01-70-730-43550		09/12/16	92.99
				OFFICE SUPPLIES			
						INVOICE TOTAL:	92.99
						VENDOR TOTAL:	865.70
RICOH	RICOH USA, INC						
1064663459	08/15/16	01	TONER CARTRIDGE:VILL HALL	01-60-610-43550		09/12/16	220.89
				OFFICE SUPPLIES			
						INVOICE TOTAL:	220.89
						VENDOR TOTAL:	220.89
RUSSOPOW	RUSSO POWER EQUIPMENT						
3383196	08/16/16	01	BAR AND CHAIN FOR POLE SAW	01-80-870-43650		09/12/16	106.82
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	106.82
						VENDOR TOTAL:	106.82

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SCHELHAS WILLIAM A. SCHELHAS							
AUG 2016	09/06/16	01	VLB SHARE PROD ASST:AUG 2016	01-60-600-41304		09/12/16	800.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	800.00
						VENDOR TOTAL:	800.00
SCHRAMER RAY SCHRAMER & CO.							
144020	08/12/16	01	COLD PATCH FOR BASIN REP'R	01-80-890-43670		09/12/16	70.80
				MAINTENANCE SUPPLIES-UTILI			
						INVOICE TOTAL:	70.80
						VENDOR TOTAL:	70.80
SENSUSME SENSUS USA							
ZA17006308	08/15/16	01	ANN'L AUTOREAD SOFTWARE RENEWL	46-80-800-41304		09/12/16	1,893.15
		02	10/21/16-10/20/17	OTHER PROFESSIONAL SERVICE			
				** COMMENT **			
						INVOICE TOTAL:	1,893.15
						VENDOR TOTAL:	1,893.15
SRVCSAN SERVICE SANITATION							
7214505	08/10/16	01	PORTABLE RESTROOMS:VOL RECEP	01-60-600-40800		09/12/16	560.00
		02	9/15/16	EMPLOYEE RECOGNITION			
				** COMMENT **			
						INVOICE TOTAL:	560.00
						VENDOR TOTAL:	560.00
SHERAUTO SHERIDAN AUTO PARTS							
912770	08/16/18	01	ALTERNATOR #70708	01-60-680-43640		09/12/16	161.49
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	161.49
913264	08/19/16	01	AIR/OIL FILTERS	01-60-680-43640		09/12/16	14.54
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	14.54

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SHERAUTO SHERIDAN AUTO PARTS							
913523	08/22/16	01	MOTOR OIL SQD #24	01-70-710-43560		09/12/16	71.76
				GASOLINE & OIL			
		02	OIL FILTER SQD #24	01-70-710-43640			11.82
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	83.58
						VENDOR TOTAL:	259.61
SHERWILL THE SHERWIN-WILLIAMS CO							
1318-7	08/16/16	01	TRAFFIC MARKING PAINT	01-80-840-43690		09/12/16	402.95
				MAINTENANCE SUPPLIES-STREE			
						INVOICE TOTAL:	402.95
						VENDOR TOTAL:	402.95
SHIINTER SHI INTERNATIONAL CORP							
B05355774	08/11/16	01	VMWARE MAINT:7/26/16-7/26/17	45-60-610-49350		09/12/16	134.00
				COMPUTER EQUIPMENT			
						INVOICE TOTAL:	134.00
						VENDOR TOTAL:	134.00
SIKICH SIKICH, LLP							
264767	08/17/16	01	PAY #2 FY16 AUDIT	01-60-610-41304		09/12/16	13,275.00
				OTHER PROFESSIONAL SERVICE			
		02	PAY #2 FY16 AUDIT	46-80-800-41304			4,425.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	17,700.00
						VENDOR TOTAL:	17,700.00
STAPLES STAPLES ADVANTAGE							
2311194591	08/11/16	01	CREDIT OFFICE SUPPLIES	01-60-610-43550		09/12/16	-14.18
				OFFICE SUPPLIES			
						INVOICE TOTAL:	-14.18

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STAPLES STAPLES ADVANTAGE							
3310720772	08/05/16	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550		09/12/16	274.14
				OFFICE SUPPLIES			
						INVOICE TOTAL:	274.14
3311194595	08/11/16	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550		09/12/16	19.18
				OFFICE SUPPLIES			
						INVOICE TOTAL:	19.18
3311515155	08/13/16	01	CREDIT OFFICE SUPPLIES	01-60-610-43550		09/12/16	-19.18
				OFFICE SUPPLIES			
						INVOICE TOTAL:	-19.18
3311831686	08/18/16	01	OFFICE SUPPLIES:PUB WKS	01-80-910-43550		09/12/16	41.18
				OFFICE SUPPLIES			
		02	OFFICE SUPPLIES:VILL HALL	01-60-610-43550			23.88
				OFFICE SUPPLIES			
						INVOICE TOTAL:	65.06
						VENDOR TOTAL:	325.02
STATEDIS STATE DISBURSEMENT UNIT							
9/1 PAYROLL DEDUCT	09/01/16	01	9/1 'EE PAYROLL DEDUCTION	01-20-102-51000		09/12/16	579.69
				WAGE ASSIGNMENT PAYABLE			
						INVOICE TOTAL:	579.69
						VENDOR TOTAL:	579.69
STRANDAS STRAND ASSOCIATES, INC.							
0122091	08/09/16	01	AUTO METER READING DESIGN SRVC	46-80-800-49450		09/12/16	5,322.20
				AUTO METER READING SYSTEM			
						INVOICE TOTAL:	5,322.20
						VENDOR TOTAL:	5,322.20
THEEXCHA THE CHEVY EXCHANGE							

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THEEXCHA THE CHEVY EXCHANGE							
47311	08/10/16	01	MOTOR MOUNTS SQD #25	01-70-710-43640		09/12/16	156.77
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	156.77
47576	08/26/16	01	FUEL SYSTEM PARTS #70711	01-60-680-43640		09/12/16	419.08
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	419.08
						VENDOR TOTAL:	575.85
THYBONY THYBONY PAINT							
000305310	08/18/16	01	BLINDS FOR VILL HALL CONF ROOM	01-60-900-45900		09/12/16	1,085.04
				MINOR EQUIPMENT			
						INVOICE TOTAL:	1,085.04
						VENDOR TOTAL:	1,085.04
TRANSUNI TRANS UNION RISK & ALTERNATIVE							
AUG 2016	09/01/16	01	PERSON SEARCH:POLICE	01-70-710-43570		09/12/16	43.50
				OPERATING SUPPLIES			
						INVOICE TOTAL:	43.50
						VENDOR TOTAL:	43.50
TREDROC TREDROC TIRE							
317846	08/15/16	01	2 TIRES ENGINE #4516	01-70-730-41100		09/12/16	1,376.97
				MAINTENANCE VEHICLES			
						INVOICE TOTAL:	1,376.97
560433	08/17/16	01	COFFEE & SUPPLIES:POLICE	01-70-930-43660		09/12/16	192.50
				MAINTENANCE SUPPLIES-BLDG			
		02	KITCHEN SUPPLIES:POLICE	01-70-930-43660			25.80
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	218.30
						VENDOR TOTAL:	1,595.27

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TRI-RFAB TRI-R FABRICATION							
6371	08/25/16	01	BASEMENT STAIR RAILING:V HALL	01-60-900-49200		09/12/16	4,727.00
				IMPROVEMENTS-OTHER			
						INVOICE TOTAL:	4,727.00
						VENDOR TOTAL:	4,727.00
TRUGREEN TRUGREEN CHEMLAWN							
52686779	08/24/16	01	TURF SPRAYING OF VILLAGE GREEN	01-80-870-41304		09/12/16	155.00
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	155.00
						VENDOR TOTAL:	155.00
TWIGSFLO TWIGS FLORIST							
GET WELL:CIOLEK	09/03/16	01	GET WELL FLWRS:CIOLEK'S SPOUSE	01-60-610-40900		09/12/16	90.00
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	90.00
GET WELL:REYNOLDS	09/03/16	01	GET WELL FLOWERS:DET REYNOLDS	01-70-710-40900		09/12/16	62.00
				OTHER EMPLOYEE BENEFITS			
						INVOICE TOTAL:	62.00
						VENDOR TOTAL:	152.00
UNIONPAC UNION PACIFIC RAILROAD CO.							
MAY-JULY 2016	08/25/16	01	LEASE PAYMENTS MAY-JULY 2016	01-80-920-44300		09/12/16	7,344.63
				LEASE PAYMENTS			
						INVOICE TOTAL:	7,344.63
						VENDOR TOTAL:	7,344.63
UNCOFFEE UNITED COFFEE SERVICE, INC.							
560430	08/17/16	01	COFFEE & SUPPLIES:PUB WORKS	01-80-910-43660		09/12/16	179.85
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	179.85

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UNCOFFEE UNITED COFFEE SERVICE, INC.							
560432	08/17/16	01	COFFEE & SUPPLIES:VILL HALL	01-60-900-43660		09/12/16	133.40
				MAINTENANCE SUPPLIES-BUILD			
		02	2 (5) GAL BOTTLED WATER	01-60-900-43660			17.70
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	151.10
						VENDOR TOTAL:	330.95
USPOSTAL UNITED STATES POSTAL SERVICE							
2016 AUGUST	08/30/16	01	POSTAGE:CYCLE #03 WTR BILLING	46-80-800-43300		09/12/16	255.28
				POSTAGE			
						INVOICE TOTAL:	255.28
						VENDOR TOTAL:	255.28
VLBWATER VILLAGE OF LAKE BLUFF							
DEPOT H2O 7/19	08/31/16	01	WATER USAGE:DEPOT 4/21-7/19/16	01-80-920-43230		09/12/16	7.50
				UTILITIES			
						INVOICE TOTAL:	7.50
PSB H2O 7/29	08/31/16	01	WATER USAGE:PSB 5/3-7/29/16	01-70-930-43230		09/12/16	362.58
				UTILITIES			
						INVOICE TOTAL:	362.58
PSB SPR 7/29	08/31/16	01	WATER:PSB SPRINKLR 5/3-7/29/16	01-70-930-43230		09/12/16	7.50
				UTILITIES			
						INVOICE TOTAL:	7.50
V HALL H2O 7/29	08/31/16	01	WATER USAGE:V HALL 5/3-7/29/16	01-60-900-43230		09/12/16	112.73
				UTILITIES			
						INVOICE TOTAL:	112.73
V HALL SPR 7/29	08/31/16	01	WATER:V H SPRINKLR 5/3-7/29/16	01-60-900-43230		09/12/16	7.50
				UTILITIES			
						INVOICE TOTAL:	7.50
						VENDOR TOTAL:	497.81

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VISIONSE VISION SERVICE PLAN							
SEPT 2016	08/16/16	01	VILLAGE VISION PREM:SEPT 16	01-20-102-20000 ACCOUNTS PAYABLE		09/12/16	297.51
		02	PARK DIST VISION PREM:SEPT 16	01-20-102-20000 ACCOUNTS PAYABLE			157.02
		03	LIBRARY VISION PREM:SEPT 16	01-20-102-20000 ACCOUNTS PAYABLE			62.56
						INVOICE TOTAL:	517.09
						VENDOR TOTAL:	517.09
VISOGRAP VISOGRAPHIC INC							
203984	08/17/16	01	WATER #10 WINDOW ENVELOPES	46-80-800-43400 PRINTING		09/12/16	351.75
						INVOICE TOTAL:	351.75
203986	08/17/16	01	WATER #9 RETURN ENVELOPES	46-80-800-43400 PRINTING		09/12/16	263.50
						INVOICE TOTAL:	263.50
204116	08/26/16	01	PRINT LAKE BLUFF NOTE PADS	01-60-610-43400 PRINTING		09/12/16	321.38
						INVOICE TOTAL:	321.38
						VENDOR TOTAL:	936.63
WAREHOUSE WAREHOUSE DIRECT							
3164955-0	08/18/16	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550 OFFICE SUPPLIES		09/12/16	15.19
						INVOICE TOTAL:	15.19
3164958-0	08/18/16	01	OFFICE SUPPLIES:VILL HALL	01-60-610-43550 OFFICE SUPPLIES		09/12/16	53.82
						INVOICE TOTAL:	53.82
						VENDOR TOTAL:	69.01

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ZOLLMED	ZOLL MEDICAL CORPORATION						
2406631	07/29/16	01	ADULT/CHILD AED PADS/CPR EQUIP	01-70-710-49400		09/12/16	1,061.82
			EQUIPMENT				
						INVOICE TOTAL:	1,061.82
						VENDOR TOTAL:	1,061.82
						TOTAL ALL INVOICES:	276,657.75

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	ASSETS		
FEECEOIL	FEECE OIL COMPANY	19,103.01	2,632.08
	ASSETS		2,632.08
20	LIABILITIES		
AFLAC	AFLAC	442.20	88.44
DELTADEN	DELTA DENTAL	15,600.05	3,860.69
HOLLAND	HOLLAND & KNIGHT LLP	58,703.69	1,605.00
ICMA RET	ICMA RETIREMENT TRUST 457	40,548.97	4,171.80
IUOEADM	INT'L UNION OF OPER ENGINEERS	3,409.74	378.86
IUOEMEMB	INT'L UNION OF OPER ENGINEERS	741.51	82.39
MOEWF	MIDWEST OP ENGINEERS LOCAL 150	37,200.00	9,300.00
POLPEN	LAKE BLUFF POLICE PENSION FUND	44,148.06	4,744.20
STATEDIS	STATE DISBURSEMENT UNIT	5,217.21	579.69
VISIONSE	VISION SERVICE PLAN	2,090.64	517.09
	LIABILITIES		25,328.16
40	REVENUE		
R0001589	WILFRED LING		85.00
	REVENUE		85.00
60	ADMINISTRATION		
00000537	GEWALT HAMILTON ASSOC., INC.	4,397.50	279.75
121ELEV	121 ELEVATOR INCORPORATED	1,103.00	565.25
A PLUS	A PLUS BUILDING SERVICES	8,200.00	490.00
ADP	ADP INC.	1,747.62	227.75
ANDERPES	ANDERSON PEST CONTROL	724.07	44.29
BS&ASOFT	BS&A SOFTWARE		37,820.00
CASHMORE	CASHMORES PRODUCE AND PONICS		80.00
COMED	COM ED	20,056.48	168.00
DIDIERFA	DIDIER FARMS, INC		534.95
GLOBALCO	GLOBALCOM INC	1,804.08	217.53
GOVIT	GOVIT CONSORTIUM		2,817.20
GRAINGER	W. W. GRAINGER, INC.	391.50	32.11
HOLLAND	HOLLAND & KNIGHT LLP	58,703.69	18,111.24
INTERDEV	INTERDEV, LLC	25,980.01	4,993.81

INVOICES DUE ON/BEFORE 09/12/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
60	ADMINISTRATION		
J.P.COOK	J. P. COOKE CO.		181.70
LANERMUC	LANER, MUCHIN, DOMBROW, BECKER	2,005.91	50.00
LYNNMONT	LYNN MONTEI ASSOCIATES		1,849.28
MWMCONS	MWM CONSULTING GROUP, INC		7,450.00
NCCPETER	NCC PETERSEN PRODUCTS	2,407.03	226.22
NORTHSHO	NORTH SHORE GAS	2,763.54	30.38
PAPERDIR	PAPER DIRECT		54.48
PITNEYBO	PITNEY BOWES		1,505.04
QUILL	QUILL CORP.	391.81	175.96
RICOH	RICOH USA, INC	4,137.69	220.89
SCHELHAS	WILLIAM A. SCHELHAS	4,320.00	800.00
SHERAUTO	SHERIDAN AUTO PARTS	894.63	176.03
SIKICH	SIKICH, LLP	6,000.00	13,275.00
SRVCSAN	SERVICE SANITATION		560.00
STAPLES	STAPLES ADVANTAGE	1,134.43	283.84
THEEXCHA	THE CHEVY EXCHANGE	5,068.92	419.08
THYBONY	THYBONY PAINT	46.91	1,085.04
TRI-RFAB	TRI-R FABRICATION		4,727.00
TWIGSFLO	TWIGS FLORIST	386.00	90.00
UNCOFFEE	UNITED COFFEE SERVICE, INC.	2,047.22	151.10
VISOGRAP	VISOGRAPHIC INC	3,430.99	321.38
VLBWATER	VILLAGE OF LAKE BLUFF	719.54	120.23
WAREHOUS	WAREHOUSE DIRECT	1,489.04	69.01
	ADMINISTRATION		100,203.54
70	PUBLIC SAFETY		
A PLUS	A PLUS BUILDING SERVICES	8,200.00	1,360.00
AASERVIC	AA SERVICE CO.	3,827.15	397.00
ADVBUSGR	ADVANCED BUSINESS GROUP LLC	1,551.52	387.88
AIRONEEQ	AIR ONE EQUIPMENT, INC.	4,716.35	591.53
ANDERPES	ANDERSON PEST CONTROL	724.07	68.13
AT & T	AT & T	8,005.06	1,492.57
ATLFIRST	ATL FIRST AID, INC.	159.05	144.87
BATTTECH	BATTERY TECH CENTRAL		66.80
BOUNDMED	BOUND TREE MEDICAL, LLC	110.69	37.76
CALUMETP	CALUMET PACKAGING		336.70
CARQUEST	CARQUEST OF LIBERTYVILLE	860.41	372.96
CASTRORI	RICH CASTRO		166.97
CHICOMM	CHICAGO COMMUNICATION SERV.INC		95.00
ESSENEQU	ESSENTIAL EQUIPMENT SOLUTIONS	300.00	2,591.00
GLOBALCO	GLOBALCOM INC	1,804.08	217.53

INVOICES DUE ON/BEFORE 09/12/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
70	PUBLIC SAFETY		
HAVEYCOM	HAVEY COMMUNICATIONS, INC.	4,820.85	38.00
ILSECST	ILLINOIS SECRETARY OF STATE		101.00
IRMA	IRMA	184.84	2,360.16
JGUNIFOR	J.G. UNIFORMS, INC.	5,830.41	127.19
LANERMUC	LANER, MUCHIN, DOMBROW, BECKER	2,005.91	510.00
MUNELECT	MUNICIPAL ELECTRONICS, INC.	311.25	168.77
NCCPETER	NCC PETERSEN PRODUCTS	2,407.03	226.23
NEMRT	NORTH EAST MULTI-REGIONAL TRNG	2,370.00	125.00
NORTHSHO	NORTH SHORE GAS	2,763.54	96.11
PACIFICT	PACIFIC TELEMAGEMENT SERVICE	612.00	153.00
POWERDMS	POWER DMS, INC.		2,474.06
PREMIERD	PREMIER DOOR CORPORATION		2,687.60
QUILL	QUILL CORP.	391.81	689.74
SHERAUTO	SHERIDAN AUTO PARTS	894.63	83.58
THEEXCHA	THE CHEVY EXCHANGE	5,068.92	156.77
TRANSUNI	TRANS UNION RISK & ALTERNATIVE	176.75	43.50
TREDROC	TREDROC TIRE	1,967.66	1,595.27
TWIGSFLO	TWIGS FLORIST	386.00	62.00
VLBWATER	VILLAGE OF LAKE BLUFF	719.54	370.08
ZOLLMED	ZOLL MEDICAL CORPORATION	807.63	1,061.82
	PUBLIC SAFETY		21,456.58
80	PUBLIC WORKS		
A PLUS	A PLUS BUILDING SERVICES	8,200.00	200.00
BURRISEQ	BURRIS EQUIPMENT CO.	1,804.03	80.24
COMCAST	COMCAST CABLE	1,049.84	130.00
COMED	COM ED	20,056.48	4,668.11
DEMUTHIN	DE MUTH INC	21,850.00	900.00
GLOBALCO	GLOBALCOM INC	1,804.08	48.34
HOMEDEPO	HOME DEPOT CREDIT SERVICES	279.39	123.97
HORVATDE	HORVAT DESIGN GROUP	1,998.00	770.00
INTLAKES	INTEGRATED LAKES MANAGEMENT	726.63	319.50
LECHNER	LECHNER & SONS UNIFORM RENTAL	993.41	118.16
LURVEYLA	LURVEY LANDSCAPE SUPPLY	1,103.35	289.00
MENARDS	MENARD'S	343.79	26.02
NORTHSHO	NORTH SHORE GAS	2,763.54	319.68
RUSSOPOW	RUSSO POWER EQUIPMENT	1,353.70	106.82
SCHRAMER	RAY SCHRAMER & CO.	212.20	70.80
SHERWILL	THE SHERWIN-WILLIAMS CO		402.95
STAPLES	STAPLES ADVANTAGE	1,134.43	41.18
TRUGREEN	TRUGREEN CHEMLAWN	155.00	155.00

DATE: 09/07/2016
TIME: 15:32:21
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-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 09/12/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
80	PUBLIC WORKS		
UNCOFFEE	UNITED COFFEE SERVICE, INC.	2,047.22	179.85
UNIONPAC	UNION PACIFIC RAILROAD CO.	9,993.21	7,344.63
VLBWATER	VILLAGE OF LAKE BLUFF	719.54	7.50
	PUBLIC WORKS		16,301.75
VEHICLE/EQUIP REPLACEMENT FUND			
60	ADMINISTRATION		
GOVIT	GOVIT CONSORTIUM		4,684.55
SHIINTER	SHI INTERNATIONAL CORP	1,543.00	134.00
	ADMINISTRATION		4,818.55
WATER FUND			
40	REVENUES		
R0001588	DELMON GRAPES		584.73
	REVENUES		584.73
80	PUBLIC WORKS		
00000537	GEWALT HAMILTON ASSOC., INC.	4,397.50	67.00
CLCJAWA	CENTRAL LAKE COUNTY JOINT	236,551.07	69,978.09
COMED	COM ED	20,056.48	112.89
DEMUTHIN	DE MUTH INC	21,850.00	20,700.00
GRAPHPAR	GRAPHIC PARTNERS		168.00
HOLLAND	HOLLAND & KNIGHT LLP	58,703.69	1,596.00
LECHNER	LECHNER & SONS UNIFORM RENTAL	993.41	2.00
MC HENAN	MCHENRY ANALYTICAL WATER LAB	290.00	112.50
SENSUSME	SENSUS USA		1,893.15
SIKICH	SIKICH, LLP	6,000.00	4,425.00
STRANDAS	STRAND ASSOCIATES, INC.	8,118.37	5,322.20
USPOSTAL	UNITED STATES POSTAL SERVICE	3,558.52	255.28
VISOGRAP	VISOGRAPHIC INC	3,430.99	615.25
	PUBLIC WORKS		105,247.36
	TOTAL ALL DEPARTMENTS		276,657.75

VILLAGE OF LAKE BLUFF 2016-17
PAYROLL BREAKDOWN BY DEPARTMENT

4-Sep-16
ATTACHMENT #2

ATTACHMENT 2

ANNUAL ACTUAL 2015-16	BUDGET 2016-17	FUND DEPARTMENT	MAY 2016	JUNE 2016	JULY 2016	AUGUST 2016	(4)	2016-17		% OF	2015-16
							FY15-16 Reversal	YR-TO-DATE ACTUAL	BUDGET	BUDGET EXPENDED	YR-TO-DATE ACTUAL
		General									
370,441	383,500	Administrative	38,624.77	29,162.70	28,363.26	28,077.52	(6,575)	117,653	118,000	30.68%	111,957
282,204	284,000	Finance	22,834.53	21,537.50	21,705.47	21,537.50	(5,296)	82,319	87,385	28.99%	82,341
1,635,964	1,720,000	Police Sworn	117,700.52	137,103.27	125,722.61	125,588.49	(29,725)	476,390	529,231	27.70%	493,154
143,896	175,000	Police Support Serv	10,419.52	11,189.68	12,590.83	12,217.15	(2,857)	43,560	53,846	24.89%	48,747
60,120	67,500	Fire (Notes 2-3)	4,678.56	4,678.56	4,678.56	4,678.56	(1,170)	17,544	20,769	25.99%	16,843
161,780	160,000	Community Develop	21,789.22	19,114.93	17,462.15	15,462.42	(2,780)	71,049	49,231	44.41%	48,818
		PUBLIC WORKS:						0			
289,313	284,500	Streets, Lighting	20,546.66	19,498.69	22,163.53	20,138.46	(4,961)	77,386	87,538	27.20%	77,989
4,288	8,000	Sanitation	600.00	525.00	600.00	600.00	(150)	2,175	2,462	27.19%	1,738
64,710	85,500	Forestry	5,539.02	5,251.44	5,912.77	5,384.16	(1,298)	20,789	26,308	24.32%	17,219
42,619	31,500	Parks & Parkways	2,072.32	8,145.28	6,632.85	6,423.15	(245)	23,029	9,692	73.11%	26,039
103,178	121,000	Sewer	9,210.72	9,120.64	9,214.00	9,281.04	(2,508)	34,318	37,231	28.36%	25,840
14,602	9,600	Village Hall Bldg	811.16	717.12	717.12	717.12	0	2,963	2,954	30.86%	4,594
14,602	9,600	Public Safety Bldg	811.16	717.12	717.12	717.12	0	2,963	2,954	30.86%	4,594
13,820	5,375	Public Works Bldg	419.16	429.14	414.17	399.20	(122)	1,540	1,654	28.65%	4,594
28,556	35,000	Commuter Station	2,651.13	2,673.68	2,634.35	2,743.90	(645)	10,058	10,769	28.74%	7,434
226,150	207,500	Water	15,760.53	15,595.10	15,264.19	16,123.58	(3,737)	59,006	63,846	28.44%	68,206
3,456,244	3,587,575	TOTAL	274,468.98	285,459.85	274,792.98	270,089.36	(62,069)	1,042,742	1,103,869	29.07%	1,040,106

1. The Village pays employees bi-weekly; there will be three payrolls in September 2016 and March 2017.
2. The Fire department volunteers are reimbursed through accounts payable in June & Dec.
3. The Fire Secretary is paid bi-weekly through payroll.
4. FY15-16 Pay Accrual Reversal is salaries paid in May 2016 but expensed/earned in April 2016.
5. FY16-17 Pay Accrual is salaries paid in May 2017 but expensed/earned in April 2017.

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

Agenda Item: 7b

Subject: AUGUST 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 August 2016 Financial Report.

Highlights of this report are:

- Sales tax revenue for May 2016 is of \$282k is \$51k or 22% greater than May 2015;
- Home rule sales tax of \$99k is \$39k or 65% greater than May 2015;
- Income tax revenue of \$200k for May-August 2016 is 17% lower than the same period in 2015;
- Building permit revenue is \$206k and is \$19k or 8.5% less than May-August 2015; 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:

- August 2016 Financial Report

Village Administrator's Recommendation: Acceptance of Report.

Date Referred to Village Board: 9/12/2016

VILLAGE OF LAKE BLUFF

MEMORANDUM

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

FROM: Susan M. Griffin, Director of Finance

DATE: September 7, 2016

SUBJECT: September 2016 Monthly Report

**Treasury Report – Exhibit A**

Attached is the two page Treasury Report for August 2016. The total cash and investments in the treasury for the governmental and water funds are \$10,145,188 plus \$8,959,358 for the Police Pension Fund.

Investment Report – Exhibit B

Attached is the Investment Report for the month ending August 31, 2016. The par value plus interest credited to the CD's for the governmental and Water fund short-term investments is \$2,736,908. 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 August 2016. 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.

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 2015 property taxes (received in FY17) is \$3,193,440 with the General Fund receiving 69% or \$2,195,529 of the monies. The IMRF, FICA and Police Pension Funds receive the balance of the revenues of \$997,811. 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.

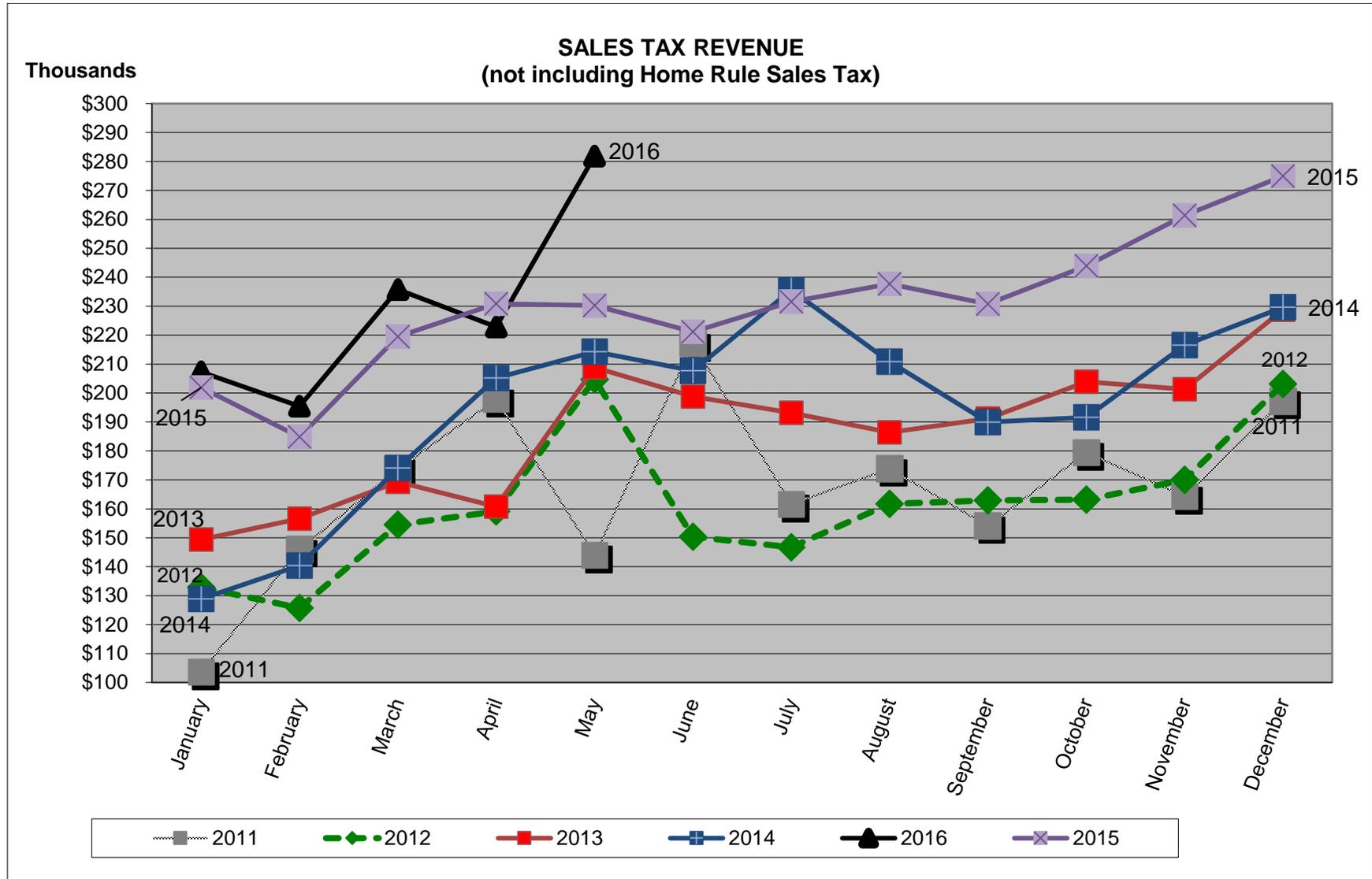
The 2015 property tax extension, received from May-December 2016 and recorded as revenue in FY2017, of \$3,193,440 is \$43,744 or 1.4% more than the 2014 extension. For the first time since 2009 the Village's EAV grew increasing by 8.8% to \$521.832 million.

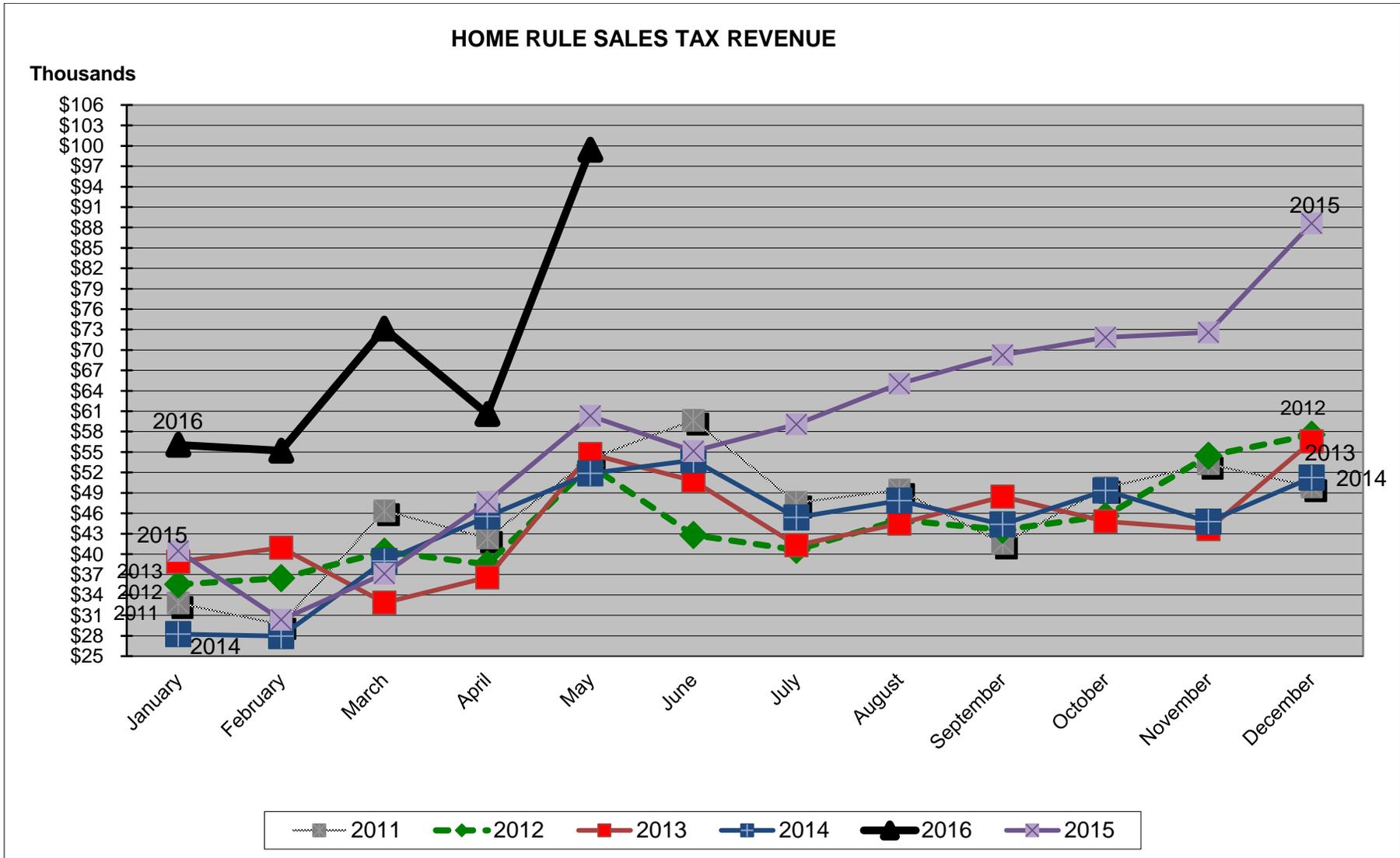
Sales Tax Revenue (non-home rule 1% and local use tax) is shown in table format on the next page with monthly revenues for FY17, FY16, and FY15. May 2016 revenue is \$51,636 or 22% greater than May 2015. The revenue for FY16 is \$2,791,899 which is \$258,653 or 10% greater than FY15. The FY15 sales tax of \$2,533,246 is \$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 2011 through May 2016. June-August 2016 numbers have not been reported to the municipalities at this time.

Liability Month	FY2016-17 Revenue (A)	FY2015-16 Revenue (B)	\$ Change FY16 to FY17 (A-B)	FY2014-15 Revenue (C)	\$ Change FY15- FY16 (B-C)
May 2015	\$ 281,889	\$ 230,253	\$ 51,636	\$ 214,330	\$ 15,923
June		\$ 221,167		\$ 207,740	\$ 13,427
July		\$ 231,558		\$ 235,549	(\$ 3,991)
August		\$ 237,694		\$ 210,817	\$ 26,877
September		\$ 229,733		\$ 189,923	\$ 39,810
October		\$ 243,811		\$ 191,588	\$ 52,223
November		\$ 261,349		\$ 216,524	\$ 44,825
December		\$ 274,963		\$ 229,680	\$ 45,283
January 2016		\$ 207,309		\$ 201,909	\$ 5,400
February		\$ 195,430		\$ 184,808	\$ 10,622
March		\$ 235,774		\$ 219,534	\$ 16,240
April		\$ 222,858		\$ 230,844	(\$ 7,986)
FY Total	\$281,889	\$2,791,899	\$ 51,636	\$2,533,246	\$ 258,653
FY Monthly Average	\$ 281,889	\$232,658		\$211,104	

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. May 2016 home rule sales tax is \$39,111 or 65% higher than the May 2015. The home rule sales tax revenue for FY16 of \$786,893 is \$242,621 or 45% higher than FY15. The FY15 home rule sales tax of \$544,272 is \$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 2011 through April 2016. June-August 2016 numbers are not available at this time.

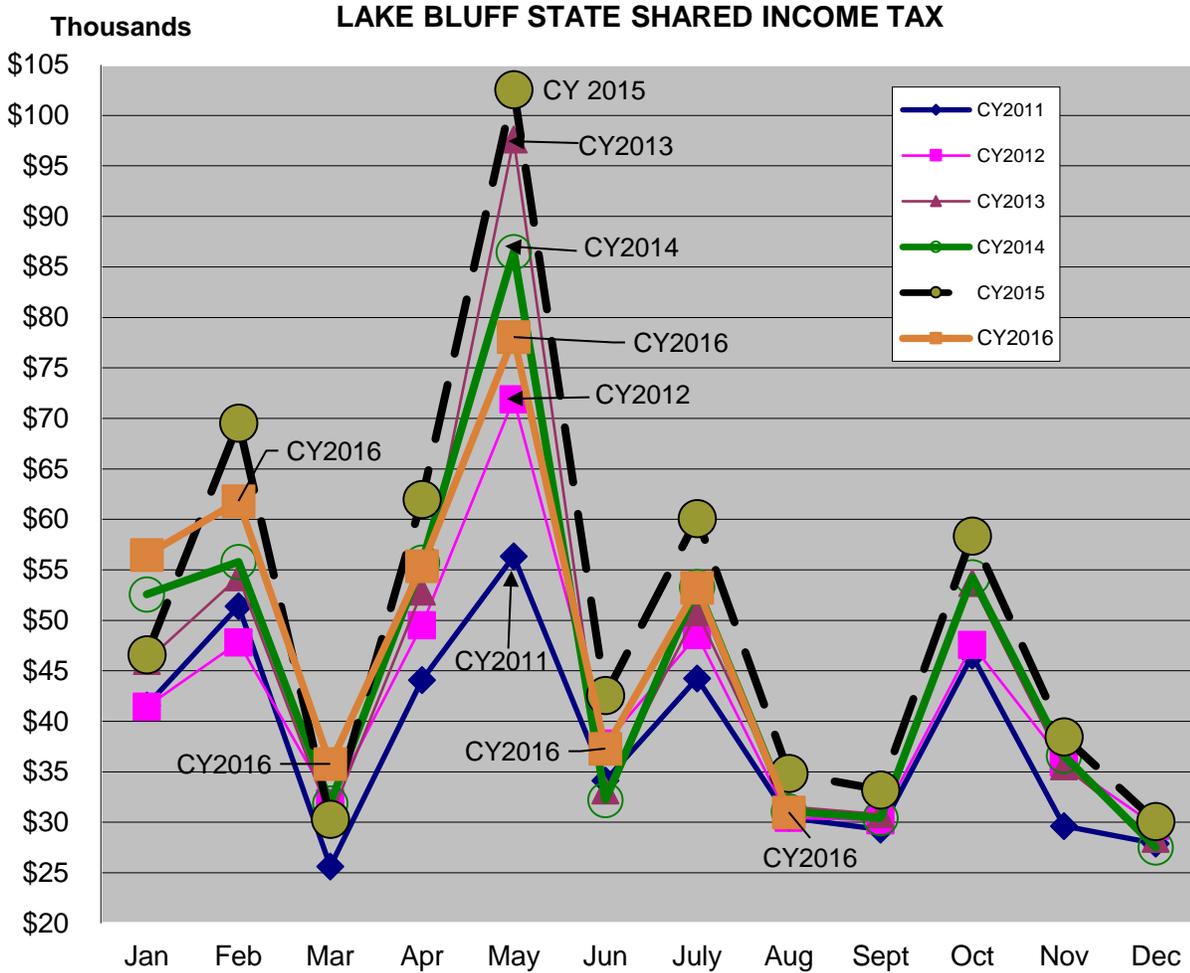
Home Rule Sales Tax By Liability Month	FY2016-17 Revenue (A)	FY2015-16 Revenue (B)	\$ Change FY16 to FY17 (A-B)	FY2014-15 Revenue (C)	\$ Change FY15 to FY16 (B-C)
May 2015	\$ 99,436	\$ 60,325	\$ 39,111	\$ 51,864	\$ 8,461
June		\$ 55,143		\$ 53,809	\$ 1,334
July		\$ 59,056		\$ 45,382	\$ 13,674
August		\$ 65,060		\$ 47,867	\$ 17,193
September		\$ 69,262		\$ 44,378	\$ 24,884
October		\$ 71,862		\$ 49,349	\$ 22,513
November		\$ 72,579		\$ 44,780	\$ 27,799
December		\$ 88,604		\$ 51,229	\$ 37,375
January 2016		\$ 56,058		\$ 40,487	\$ 15,571
February		\$ 55,196		\$ 30,334	\$ 24,862
March		\$ 73,149		\$ 37,121	\$ 36,028
April		\$ 60,599		\$ 47,672	\$ 12,927
FY Total	\$99,436	\$786,893	\$ 39,111	\$544,272	\$242,621
FY Monthly Average	\$ 99,436	\$ 65,574		\$ 45,356	





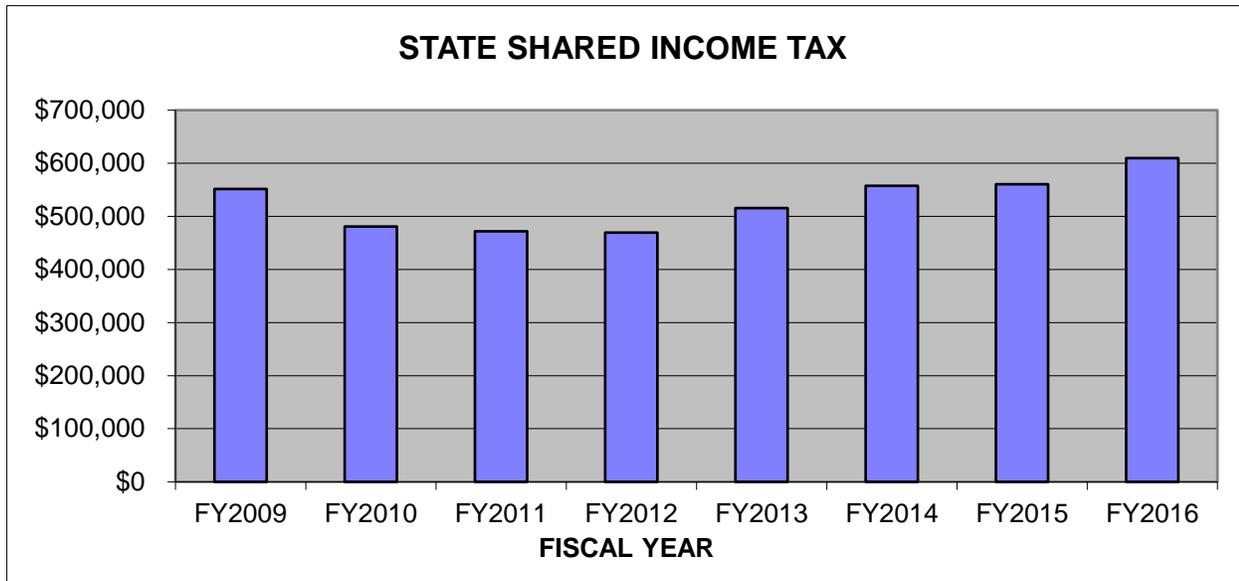
Other Taxes category encompasses state income, personal property replacement, and the demolition tax.

The actual income tax revenue for May-August 2016 at \$199,604 is 17% less than the same period in 2015. May 2015-April 2016 (FY16) at \$609,807 is 8.8% higher than FY15 at \$560,382. Below is a chart showing the income tax revenues by month from January 2011-August 2016.



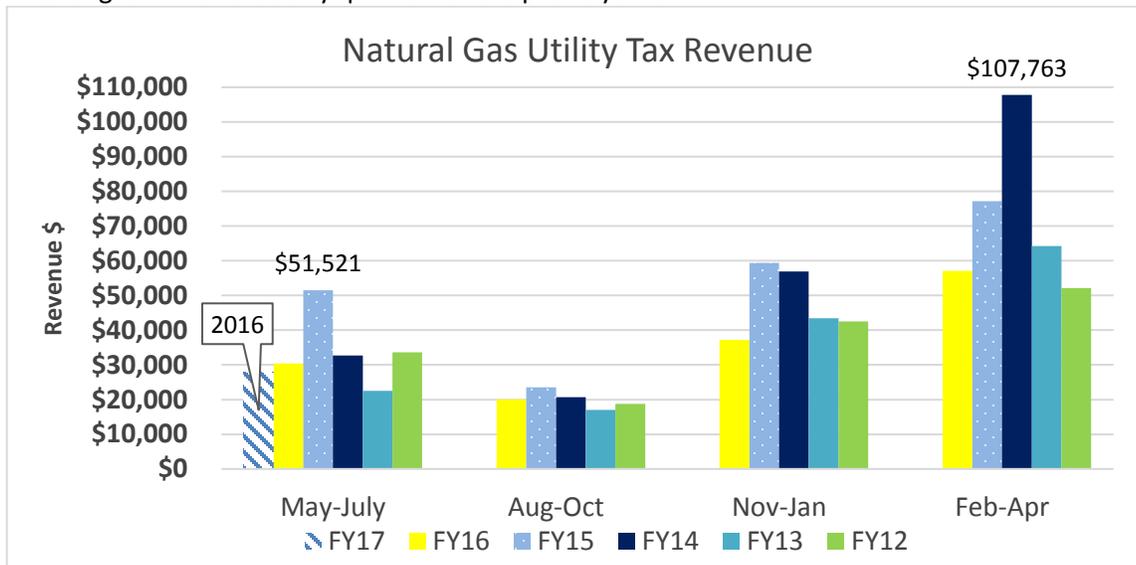
According to the Illinois Municipal League, the 36% jump in the May 2013 receipts were an aberration caused partly by individuals and corporations reporting capital gains income in anticipation of significant changes in Federal tax policy. The revenue for May 2015 is \$102,570 or 5% more than June 2013. 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 finalized a 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), and March (for November-January). Below is a chart showing the natural gas tax revenues by quarter for the past 6 years.



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

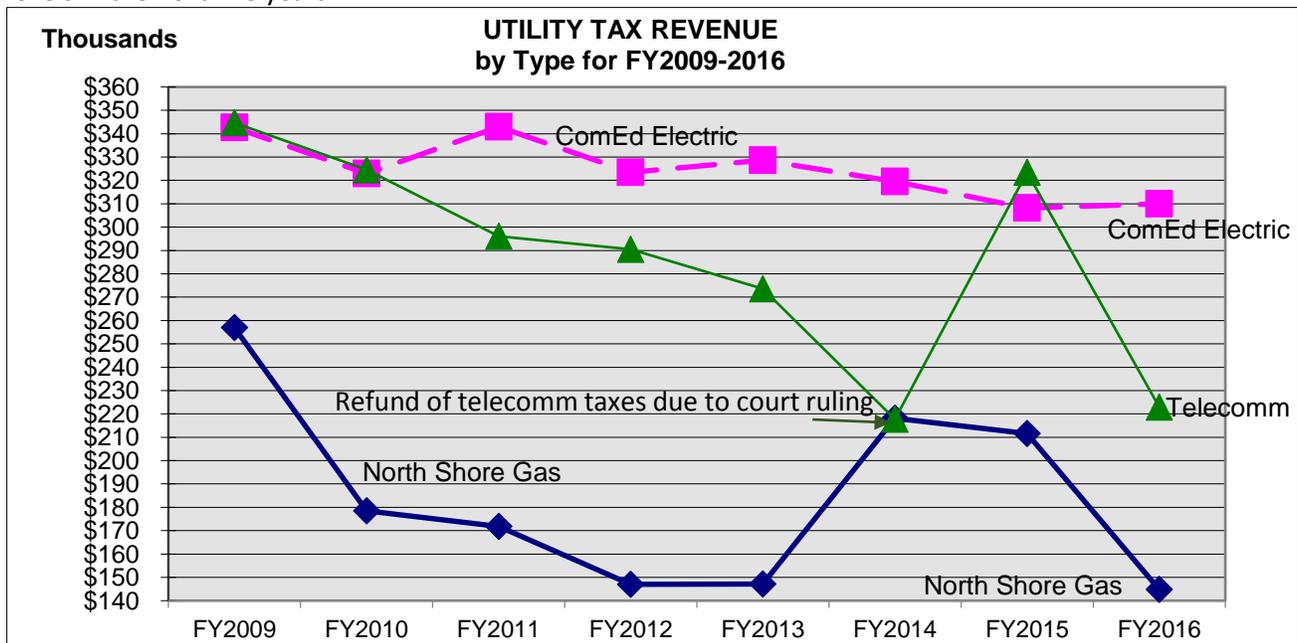
with the low fuel prices and mild winter weather. Below is a table showing the natural gas tax revenue by fiscal year with the dollar and percentage change from the prior year.

Fiscal Year	Total Natural Gas Tax Revenue	\$ Change from PY	% Change from PY
16	\$144,777	(\$66,851)	(32%)
15	\$211,628	(\$ 6,501)	(3%)
14	\$218,129	\$71,057	48%
13	\$147,072	\$ 128	---
12	\$146,944	(\$24,832)	(14%)

ComEd electric tax actual revenue for May-July 2016 (FY17) is 10% higher than the same period in 2015. FY16 at \$310,025 is 0.6% greater than \$308,147 for FY15. 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.

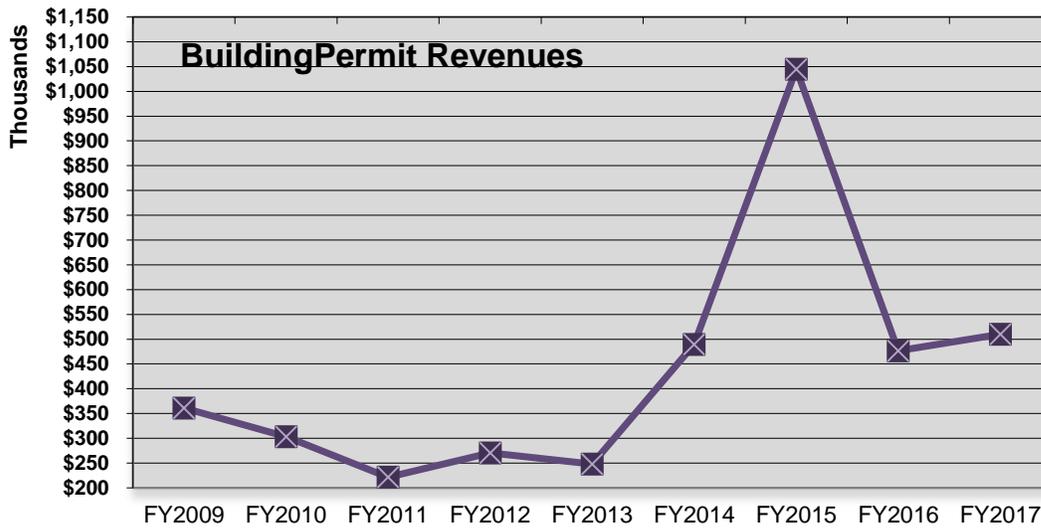
Actual **telecomm taxes** are remitted to the Village by the State; actual receipts lag about 3-4 months from the liability period. The FY16 revenue of \$222,923 is 18.5% less than the FY15 revenue of \$273,612. In April 2013 the State notified the Village that a large telecommunications carrier was 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 May-August 2016 is \$206,428 compared to \$225,680 for the same period in 2016. This represents \$19,252 or 8.5% less revenue in FY17 than FY16 due to a building permit for a residence on Ravine Ave with a construction value of \$2.48 million which resulted in about \$40k more in building permit fees in July 2015. 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.

On the next page is a graph of the building permit revenues since FY09 through FY2016 with an estimate for FY2017.



Sewer charge revenue for May-August 2016 is \$55,665 which is \$748 or 0.1% less than May-August 2015 revenue of \$56,403. The sewer charge is billed at the rate of \$1.10 per thousand gallons of water used with a credit during the billing months of August-October for water presumed for lawn irrigation purposes.

General Fund Expenditures:

The May-August 2016 expenditures of \$2.937 million is \$85,431 lower than May-June 2015 due to less capital outlay from last year netted against operating increases as anticipated. A decrease in road repaving expenditures this summer accounts for the reduction in the Streets division and Capital category from the prior fiscal year-to-date. The Fire department expenditures increase is attributed to a timing difference in the payment of the ambulance invoice in the amount of \$64,821 for the first quarter FY17 calls. The FY16 Q1 invoice for \$67,363 was received and paid in December last year.

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 Sales:

The Water sales in dollars for May-August 2016 is \$422,590 compared to \$410,495 (\$418,027 less an adjustment of \$7,532 made in September 2015 applicable to August 2015 revenues) for the same period in 2015. This difference of \$12,095 is attributed to the rate change effective May 1, 2016 from \$6.95 to \$7.10 per thousand gallons of water consumed in the amount of \$8,494 and a decrease in billed consumption of 0.513 mg which accounts for \$3,526 of the change in revenue. Billed consumption was 56.625 million gallons (mg) in May-August 2016 compared to 56.112 mg (this includes the adjustment for 1.1 mg that pertained to August 2015 but is not reflected in the FY16 revenues until September 2015.)

Water Purchases:

Water purchases for May-August 2016 are 96.188 mg compared to 88.014 mg for May-August 2015. Effective May 1, 2016, CLCJAWA increased the wholesale water rate from \$2.68 to \$2.73 per 1,000 gallons of water purchased. The increase in water purchased during this period of 8.174 mg accounted for \$22,315 in cost and the rate increase added \$4,401 for a total increase of \$26,716 in water purchase expense from \$235,877 in 2015 to \$262,593 in 2016.

It should be noted that much of the water purchased in July and August will be billed in September-October.

Special Revenue, Capital Projects, and Debt Service Funds:

The revenues and expenditures for these funds are consistent with their specified purpose. The IMRF and FICA funds expenditures are financed by property tax revenues. The Motor Fuel Tax Fund (MFT) receives allotments each month from the state to be used exclusively for roadway improvements. In FY17 and FY16 all road improvements are expensed in the General Fund. The Redevelopment Fund budget of \$250k is for the Moffett Road box culvert improvement project.

07-Sep-16

Village of Lake Bluff
Treasury Report

EXHIBIT A1

For the Month Ending August 31, 2016

Fund Name	#	Beginning Cash Balance	Cash Receipts	Disbursements		Inter-Fund Transfers/ Other Transactions	August 2016 Ending Cash Balance
				Acct. Pay/EFT	Gross Payroll Pension Benefits		
General	1	7,147,717.10	793,018.25	410,080.25	253,965.78		7,276,689.32
IMRF	7	77,505.76	4,171.43	13,025.06			68,652.13
Foreign Fire Tax	10	22,103.38	0.92	1,520.71			20,583.59
Social Security	14	183,733.51	5,313.44	19,021.51			170,025.44
Motor Fuel Tax	29	345,948.69	13,218.34				359,167.03
E911	32	281,289.65	7,093.68				288,383.33
2012 G.O. Bonds	37	715.40					715.40
Special Serv	38	13,458.00	4.30				13,462.30
Capital Improve	42	13,790.94	4.41				13,795.35
Redevelopment	43	72,251.97	22.25	5,145.48			67,128.74
Vehicle Replace	45	970,957.75	348.93				971,306.68
Water Fund	46	911,780.55	105,875.02	108,052.97	16,123.58		893,479.02
Train Wreath	61	1,799.20	0.57				1,799.77
Subtotal		\$ 10,043,051.90	\$ 929,071.54	\$ 556,845.98	\$ 270,089.36	\$ -	\$ 10,145,188.10
Police Pension (a)	62	8,977,691.77	47,639.29	2,236.41	63,736.64		8,959,358.01
Total		\$ 19,020,743.67	\$ 976,710.83	\$ 559,082.39	\$ 333,826.00	\$ -	\$ 19,104,546.11

(a) The Police Pension beginning balance was adjusted to reflect the investments at market value as of April 30, 2016.

07-Sep-16

Village of Lake Bluff
Treasury Report

EXHIBIT A2

As of August 31, 2016

Fund Name	#	Checking Accounts	Savings/ Money Market	IL Funds	Certificates of Deposit	Corporate Bonds	Federal Gov't & Municipal Obligations	Mutual Funds Stocks/Equities	Aug 31, 2016
									Total Cash & Investments
		Max Safe LF Bnk			(a)			(a)	
General	1	2,308,790.16	0.00	2,499,290.15	2,468,609.01				7,276,689.32
IMRF	7			68,652.13					68,652.13
Foreign Fire Tax	10	20,583.59							20,583.59
Social Security	14			170,025.44					170,025.44
Motor Fuel Tax	29			359,167.03					359,167.03
E911	32			288,383.33					288,383.33
2012 G.O. Bond	37			715.40					715.40
Special Serv	38			13,462.30					13,462.30
Capital Improve	42			13,795.35					13,795.35
Redevelopment	43			67,128.74	0.00				67,128.74
Vehicle Replace	45			703,086.64	268,220.04				971,306.68
Water Fund	46	520,984.96		372,494.06	0.00				893,479.02
Train Wreath	61			1,799.77					1,799.77
Subtotal		\$ 2,850,358.71	\$ -	\$ 4,558,000.34	\$ 2,736,829.05	\$ -	\$ -		\$ 10,145,188.10
Police Pension	62	37,277.25	452,095.48		-	2,202,109.67	2,282,439.04	3,985,436.57	8,959,358.01
Total		\$ 2,887,635.96	\$ 452,095.48	\$ 4,558,000.34	\$ 2,736,829.05	\$ 2,202,109.67	\$ 2,282,439.04	\$ 3,985,436.57	\$ 19,104,546.11

(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, 2016. The investments have 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 Nnbr	Amount	Interest Rate	Purchase Date	Maturity Date	Investment Maturities	Interest Credited	Current Book Value	General Fund	Vehicle Replace Fund
NORTHERN TRUST BANK										
	35551-5	1,015,362.25	0.095%	09/02/15	09/02/16		\$885.65	\$1,016,247.90	\$1,016,247.90	
	35549-11	503,178.32	0.075%	02/03/16	08/01/16	(503,364.46)	\$186.14	(\$0.00)	(\$0.00)	
	35549-12	503,364.46	0.075%	08/01/16	01/28/17			\$503,364.46	\$503,364.46	
	35550-7	505,858.66	0.075%	11/05/15	08/01/16	(506,139.38)	\$280.72	(\$0.00)	(\$0.00)	
	35550-8	506,139.38	0.075%	08/01/16	04/28/17			\$506,139.38	\$506,139.38	
	SUBTOTAL INVESTMENTS--NORTHERN TRUST BANK							\$2,025,751.74	\$2,025,751.74	\$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	(114,692.63)	\$373.11	\$0.00		\$0.00
	601724631-18	114,692.63	0.325%	08/06/16	08/06/17			\$114,692.63		\$114,692.63
	SUBTOTAL INVESTMENTS--FIRST BANK/EVANSTON							\$114,692.63	\$0.00	\$114,692.63
TOTAL INVESTMENTS -- CURRENT BALANCE								\$2,736,783.42	\$2,468,563.38	\$268,220.04

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending August 31, 2016

EXHIBIT C

FY2016-17

Department	Description	Fiscal Year Total-to-Date	Fiscal Year 16-17 Budget	% of Budget Used/Rec'd	Previous Fiscal YTD	% of Budget Used/Rec'd	FY15-16 BUDGET
FUND NAME: GENERAL							
Revenues							
	Property Taxes	\$ 1,619,347	\$ 2,925,710	55.3%	\$ 1,537,789	52.8%	\$ 2,910,404
	Sales Taxes	957,788	2,806,975	34.1%	781,444	28.9%	2,703,840
	Home Rule Sales Tax	249,436	780,825	31.9%	180,325	25.5%	707,840
	North Chicago Sales tax share	1,501	15,000	10.0%	-	---	6,000
	Utility Taxes	169,417	717,200	23.6%	163,508	22.4%	729,945
	Other Taxes	295,120	785,115	37.6%	353,216	50.0%	707,050
	Vehicle Licenses	126,123	135,250	93.3%	125,944	93.1%	135,250
	Building Permits	206,428	510,000	40.5%	225,680	34.2%	660,000
	Demolition Permits	7,696	20,000	38.5%	9,529	28.7%	33,200
	Other Licenses & Permits	132,715	209,220	63.4%	134,869	71.2%	189,410
	Sewer Charge	55,665	170,000	32.7%	56,403	32.0%	176,000
	Services & Fees	29,950	35,250	85.0%	2,698	9.2%	29,475
	Fines	38,295	99,900	38.3%	34,673	36.5%	95,100
	Interest Earnings	6,539	10,500	62.3%	2,560	21.3%	12,000
	Grants	1,581	146,150	1.1%	1,388	0.5%	297,000
	Sale of Property	-	-	---	-	---	-
	Miscellaneous Revenue	165,711	369,674	44.8%	131,199	34.5%	380,402
	Operating Transfers In	-	-	---	-	---	-
Total Revenues		\$ 4,063,310	\$ 9,736,769	41.7%	\$ 3,741,225	38.3%	\$ 9,772,916
Expenditures							
	Administration	\$ 291,142	\$ 1,387,551	21.0%	\$ 168,334	12.1%	\$ 1,393,173
	Finance	131,160	615,202	21.3%	136,150	29.0%	470,225
	Community Development	92,825	364,770	25.4%	81,307	24.5%	331,620
	Boards & Commissions	35,041	65,575	53.4%	19,635	27.2%	72,200
	Village Hall	13,940	222,600	6.3%	14,069	12.4%	113,350
	Village Properties/Vacant Land	3,539	7,150	49.5%	1,560	21.8%	7,150
	<i>Total Administration</i>	\$ 567,647	\$ 2,662,848	21.3%	\$ 421,054	17.6%	\$ 2,387,718
	Police Sworn	\$ 1,015,556	\$ 2,978,915	34.1%	\$ 996,165	35.3%	\$ 2,822,935
	Police Records	181,190	539,083	33.6%	268,592	55.4%	484,583
	Crossing Guards (w/Records)	-	-	---	6,780	---	-
	Fire	170,128	728,160	23.4%	61,961	8.5%	733,149
	Public Safety Building	20,314	92,500	22.0%	21,048	24.6%	85,550
	<i>Total Public Safety</i>	\$ 1,387,188	\$ 4,338,658	32.0%	\$ 1,354,547	32.8%	\$ 4,126,217
	Streets, Lighting	\$ 599,638	\$ 1,364,892	43.9%	\$ 897,958	46.8%	\$ 1,918,100
	Sanitation	192,858	603,513	32.0%	195,554	32.4%	603,575
	Forestry	46,613	195,145	23.9%	39,771	21.2%	187,827
	Parks/Parkways/Ravines	50,907	201,015	25.3%	42,868	19.3%	222,385
	Sewers	56,383	662,735	8.5%	37,484	7.7%	489,865
	Public Works Facility	17,257	78,000	22.1%	18,613	34.8%	53,525
	Commuter Station	18,838	91,420	20.6%	14,912	16.8%	88,928
	<i>Total Public Works</i>	\$ 982,494	\$ 3,196,720	30.7%	\$ 1,247,160	35.0%	\$ 3,564,205
Total Expenditures		\$ 2,937,330	\$ 10,198,226	28.8%	\$ 3,022,761	30.0%	\$ 10,078,140

VILLAGE OF LAKE BLUFF
REVENUE AND EXPENDITURE REPORT
For period ending August 31, 2016

EXHIBIT C

FY2016-17

Department	Description	Fiscal Year Total-to-Date	Fiscal Year 16-17 Budget	% of Budget Used/Rec'd	Previous Fiscal YTD	% of Budget Used/Rec'd	FY15-16 BUDGET
FUND NAME: GENERAL							
<i>Expenditures by Type</i>							
	Salaries, Benefits, Insurance	\$ 1,219,970	\$ 4,153,133	29.4%	\$ 1,165,937	29.4%	\$ 3,963,444
	Contractual & Commodities	802,361	2,888,305	27.8%	753,913	26.3%	2,870,203
	Interfund Transfers Out	372,201	1,177,218	31.6%	355,378	30.6%	1,159,643
	Contingency	-	200,000	0.0%	-	0.0%	200,000
	Total Operating Expenditures	\$ 2,394,532	\$ 8,418,656	28.4%	\$ 2,275,227	27.8%	\$ 8,193,290
	Capital & Land Acquisition	542,798	1,779,570	30.5%	747,533	39.7%	1,884,850
	Total Expenditures	\$ 2,937,330	\$ 10,198,226	28.8%	\$ 3,022,761	30.0%	\$ 10,078,140

FUND NAME: WATER

Revenues

	Water Sales ^b	\$ 422,590	\$ 1,258,930	33.6%	\$ 418,027	30.6%	\$ 1,365,120
	Connection Fees	11,200	22,000	50.9%	14,400	65.5%	22,000
	Meter Sales	4,305	3,000	143.5%	3,438	52.9%	6,500
	Other Fees	-	100	0.0%	50	----	150
	Interest Earnings	1,210	2,000	60.5%	882	44.1%	2,000
	Miscellaneous Revenue	213	450	47.4%	105	23.4%	450
	IRMA Surplus Credit	-	-	----	-	----	3,000
	Total Revenues	\$ 439,518	\$ 1,286,480	34.2%	\$ 436,903	31.2%	\$ 1,399,220

Expenses

	Salaries & Benefits	\$ 76,350	\$ 267,250	28.6%	\$ 86,776	33.9%	\$ 256,281
	IMRF	-	21,800	0.0%	-	0.0%	25,200
	FICA/Medicare	-	15,400	0.0%	-	0.0%	13,900
	Water Purchases	262,593	616,600	42.6%	235,877	37.6%	628,125
	Contractual & Commodities	37,490	112,500	33.3%	26,090	26.9%	96,845
	Debt Interest Payment ^a	25,122	220,744	0.0%	26,772	0.0%	219,044
	Contingency	-	50,000	0.0%	-	0.0%	50,000
	Interfund Transfers Out	-	15,000	0.0%	-	0.0%	15,000
	Capital Equipment	-	375,000	----	-	----	300,000
	Capital Infrastructure	8,118	400,000	2.0%	16,562	----	40,000
	Total Expenses before Depreciation	\$ 409,673	\$ 2,094,294	19.6%	\$ 392,077	23.8%	\$ 1,644,395
	Depreciation Expense	-	-	-	-	-	-
	Total Expenses After Depreciation	\$ 409,673	\$ 2,094,294	19.6%	\$ 392,077	23.8%	\$ 1,644,395

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

^b August 2015 revenues shown above were adjusted in September 2015 by \$7,532 due to a billing error.

VILLAGE OF LAKE BLUFF
 REVENUE AND EXPENDITURE REPORT
 For period ending August 31, 2016

EXHIBIT C

FY2016-17

Department	Description	Fiscal Year Total-to-Date	Fiscal Year 16-17 Budget	% of Budget Used/Rec'd	Previous Fiscal YTD	% of Budget Used/Rec'd	FY15-16 BUDGET
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SPECIAL REVENUE, CAPITAL PROJECTS, DEBT SERVICE FUNDS & POLICE PENSION TRUST

FUND NAME: IMRF

Revenues		\$ 85,827	\$ 156,060	55.0%	\$ 81,625	53.1%	\$ 153,790
Expenditures	IMRF on Water Salaries in Water Fund	\$ 52,749	\$ 158,084	33.4%	\$ 53,546	33.8%	\$ 158,250

FUND NAME: SOCIAL SECURITY

Revenues		\$ 110,194	\$ 199,770	55.2%	\$ 103,259	53.2%	\$ 194,050
Expenditures	FICA on Water Salaries chg to Wtr Fnd	\$ 80,291	\$ 236,648	33.9%	\$ 79,386	32.3%	\$ 245,525

FUND NAME: SPECIAL FIRE INS TAX

Revenues		\$ 4	\$ 27,565	0.0%	\$ -	0.0%	\$ 27,415
Expenditures		\$ 9,764	\$ 31,700	30.8%	\$ -	0.0%	\$ 31,700

FUND NAME: MOTOR FUEL TAX

Revenues & Transfers In from General		\$ 46,613	\$ 132,545	35.2%	\$ 42,635	24.9%	\$ 171,045
Expenditures		\$ -	\$ -	----	\$ -	---	\$ -

FUND NAME: E911 SURCHARGE

Revenues		\$ 20,860	\$ 78,530	26.6%	\$ 27,771	35.4%	\$ 78,530
Expenditures		\$ 9,873	\$ 52,213	18.9%	\$ 2,381	1.7%	\$ 141,942

FUND NAME: VEHICLE/EQUIP REPLACE

Revenues & Transfers In		\$ 899	\$ 294,700	0.3%	\$ 12,264	4.4%	\$ 279,300
Capital Equipment Expenditures		\$ 7,090	\$ 132,000	5.4%	\$ 42,342	21.7%	\$ 194,750

FUND NAME: REDEVELOPMENT PROGRAM

Revenues & Transfers In		\$ 90	\$ 5	1800.0%	\$ 27	270.0%	\$ 10
Expenditures		\$ 12,150	\$ 250,000	4.9%	\$ -	0.0%	\$ 95,000

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		\$ 10,746	\$ 251,493	4.3%	\$ 11,896	4.7%	\$ 254,293
Expenditures - Bond Payments		\$ 10,746	\$ 251,743	4.3%	\$ 11,896	4.7%	\$ 254,293

FUND NAME: POLICE PENSION TRUST

Additions		\$ 452,444	\$ 1,170,100	38.7%	\$ 450,681	46.2%	\$ 976,295
Deductions		\$ 280,043	\$ 824,750	34.0%	\$ 297,020	34.9%	\$ 851,700

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

Agenda Item: 8a

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

Action Requested: ACCEPTANCE OF THE REPORT (Voice Vote)

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason for Request:

Village Staff continues to work with the Records Management Section of the Illinois State Archives to obtain the necessary approval to convert paper records to electronic files and to dispose of certain Village records. The Records Management Section of the Illinois State Archives is responsible for assisting local government agencies with the disposal of records. In Illinois, no public record may be disposed of without State approval. Village Staff plan on seeking State approval for disposal of 13 boxes of building department files by property address (1993 to 2008). All of these documents have been converted to electronic files. This matter is being presented for the Board's information and if there are no objections, Village Staff will coordinate the appropriate disposal of the hard copy of the documents.

Village Staff's Recommendation: Acceptance of the Report.

Date Referred to Village Board: 9/12/2016

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

Agenda Item: 12

Subject: AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS TO ESTABLISH A PROCESS AND RELATED REGULATIONS FOR PLANNED MIXED-USE DEVELOPMENTS

Action Requested: CONSIDER SECOND READING APPROVAL (Voice Vote)

Originated By: THE ROANOKE GROUP, LLC (Petitioner)

Referred To: PLAN COMMISSION AND ZONING BOARD OF APPEALS

Summary of Background and Reason for Request:

In May 2016 the Village received a zoning petition from The Roanoke Group, LLC (Petitioner) seeking: (i) a text amendment to the Village's Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD) (Text Amendment); and (ii) a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property) to construct and maintain the Development at the Property.

The purpose of PMDs is to allow for modification of underlying use, bulk, space and yard regulations that may impose unnecessary rigidities on the proposed development or redevelopment of land that requires an individual, planned approach. The two-phase review process of the PMD Ordinance includes:

- a) Optional preliminary public meeting with the PCZBA to obtain feedback on the potential PMD;
- b) Development Concept Plan review public hearing with the PCZBA;
- c) Optional Development Concept Plan review workshop meeting and review by ABR;
- d) Development Concept Plan consideration by the Village Board;
- e) Final Development Plan review public hearings & public meetings with PCZBA and ABR; and
- f) Final Development Plan consideration by the Village Board.

At the conclusion of the August 17th public hearing regarding the text amendment, the PCZBA voted (6-1) to recommend the Village Board: (i) approve and adopt the attached ordinance providing for a text amendment establishing a process and related regulations for PMDs; and (ii) consider including in the PMD ordinance a requirement that two-thirds of the Village Trustees must vote in favor of a proposed PMD if the PCZBA has recommended that the proposed PMD be denied. The PCZBA member who did not vote in favor of the PMD ordinance expressed concern with the PMD option as an alternative to the underlying zoning regulations; more specifically, the concern was that the PMD draft language did not require the redevelopment of qualifying properties to use a PMD approval process. The Village Board approved first reading of the ordinance at its meeting on August 22, 2016. Village Staff will be in attendance at the meeting to answer questions from the Board.

Reports and Documents Attached:

1. Text Amendment Ordinance Establishing a PMD Process;
2. Zoning Application from The Roanoke Group, LLC;
3. PCZBA Staff Reports (without attachments) Dated June 10, July 15 and August 12, 2016; and
4. Public Comment Received Since August 23, 2016.

PCZBA's Recommendation:

Approval of the Ordinance.

Village Administrator's Recommendation:

Consider Second Reading Approval.

Date Referred to Village Board:

9/12/2016

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
TO ESTABLISH A PROCESS AND RELATED REGULATIONS
FOR PLANNED MIXED-USE DEVELOPMENTS**

Passed by the Board of Trustees, _____, 2016

Printed and Published, _____, 2016

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

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

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

Village Clerk

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
TO ESTABLISH A PROCESS AND RELATED REGULATIONS
FOR PLANNED MIXED-USE DEVELOPMENTS**

WHEREAS, planned developments are a specific type of zoning relief designed, in part, to encourage the flexible and creative development of real property; and,

WHEREAS, the Village's Zoning Regulations include a process for the approval of planned residential developments and planned commercial developments, but not planned developments designed for mixed uses within and adjacent to the Village's Central Business District ("**CBD**"); and,

WHEREAS, the Village received an application from The Roanoke Group, LLC. to develop the properties commonly known as Central Business District Block Three located in the CBD and B residence district ("**R-4 District**") with mixed commercial and residential uses ("**Application**"); and,

WHEREAS, pursuant to Section 10-2-9D1 of the Zoning Regulations, the Application requested that the Village amend the text of the Zoning Regulations to establish a process and related regulations for the approval of planned mixed-use developments in the Village; ("**Proposed Amendments**"); and,

WHEREAS, the Village's Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**"), pursuant to proper notice, conducted a public hearing to consider the Proposed Amendments on June 15, July 20 and August 17, 2016, pursuant to Section 10-2-9D2 of the Zoning Regulations; and,

WHEREAS, at the close of the public hearing, pursuant to Section 10-2-9D3 of the Zoning Regulations, the PCZBA recommended that the Village Board approve the Proposed Amendments as set forth in this Ordinance; and,

WHEREAS, the Board of Trustees has determined that adoption of the Proposed Amendments as set forth in this Ordinance 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 Proposed Amendments was duly advertised on May 27, 2016, in the *News-Sun*. The public hearing was commenced by the PCZBA on June 15, 2016. On August 17, 2016, the PCZBA recommended that the Board of Trustees adopt the Proposed Amendments.

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

Pursuant to Section 10-2-9 of the Zoning Regulations, the text of Section 10-1-2 of the Zoning Regulations is hereby amended to include a new defined term “Planned Mixed Development” by inserting the following entry in correct alphabetical order as follows:

“PLANNED MIXED-USE DEVELOPMENT” or “PMD”: A tract of land which is developed in conformity with Chapter 15 of this Title.”

Section 4. Amendment to the Zoning Use Table.

Pursuant to Section 10-2-9 of the Zoning Regulations, Section 10-13-3 of the Zoning Regulations is hereby amended to include "Planned Mixed-Use Developments" as a special use in the CBD and limited parcels within the R-4 District by inserting the following entry in correct alphabetical order, and the footnote in correct numerical order, as follows:

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>Planned Mixed-Use Developments</u>							<u>S</u> ¹⁴	<u>S</u> ¹⁴		<u>S</u>					

Section 5. Amendment to Create New Chapter 15 of the Zoning Regulations.

Pursuant to Section 10-2-9 of the Zoning Regulations, the text of the Zoning Regulations is hereby amended to include a new Chapter 15, entitled “Planned Mixed Developments”, which Chapter 15 shall read as follows:

[TEXT OF NEW CHAPTER 15 BEGINS ON SUBSEQUENT PAGE]

¹⁴ A lot in the B residence district (R-4 District) or a lot in the C residence district (R-5 District) may be used as part of a Planned Mixed-Use Development pursuant to a special use permit only if (i) the lot is adjacent to a lot located in the Central Business District (CBD) and (ii) the lot is part of a development, which development is wholly or partially in the CBD.

“CHAPTER 15

PLANNED MIXED-USE DEVELOPMENTS (PMDs)

SECTION:

- 10-15-1 General Provisions
- 10-15-2 Procedure
- 10-15-3 Standards and Conditions
- 10-15-4 Authority to Modify Regulations
- 10-15-5 Minor Adjustments and Amendments to Approved Final Plans
- 10-15-6 Application Requirements

10-15-1 GENERAL PROVISIONS:

- A. Authority:** The Board of Trustees may grant special use permits pursuant to this Chapter and Section 10-4-2E of this Code to authorize the development of planned mixed-use developments (“PMDs”) in the districts where PMDs are listed as a special use in the Village’s Zoning Use Table in Section 10-13-3 of this Code.

- B. Purpose:** PMDs are a distinct category of special use. Within a PMD, the traditional use, bulk, space, and yard regulations may be modified if they impose unnecessary rigidities on the proposed development or redevelopment of a parcel or parcels of land that require an individual, planned approach. Through the flexibility of a PMD, the Village seeks to achieve the following specific objectives as appropriate and applicable for a particular proposed development, among others that will be in the best interests of the Village:
 - 1. stimulating creative approaches to mixed use development of land;
 - 2. providing more efficient use of land;
 - 3. preserving natural features and providing open space areas and recreation areas in excess of those required under standard zoning regulations;
 - 4. developing and implementing new approaches to the living environment through variety in type, design and layout of buildings, transportation systems, and public facilities;
 - 5. unifying buildings and structures through design;
 - 6. promoting long term planning to allow harmonious and compatible land uses or combination of uses with surrounding areas;
 - 7. promoting environmentally sound development practices;
 - 8. facilitating residential, commercial, and mixed-used development in harmony with the Village’s Comprehensive Plan;

9. enhancing the character and vitality of the Village's central business district in harmony with adjacent residential neighborhoods; and
10. promoting the public health, safety, and welfare.

C. Parties Entitled To Seek PMD Approval: An application for a special use permit to permit a PMD may be filed by the owner of, or any person having a binding contractual interest in, the subject property.

D. Size of Property: The provisions of this Chapter apply to any project that includes one-half (0.5) acre or more of total land area.

10-15-2 PROCEDURE:

A. Preliminary Meeting with the Joint Plan Commission and Zoning Board of Appeals

An applicant for a special use permit for a PMD is encouraged, but is not required, to request to meet with the PCZBA prior to submitting a Development Concept Plan pursuant to Subsection 10-15-2.B of this Section to obtain feedback from the PCZBA on its potential application for a special use permit for a PMD. Such meeting shall occur at a public meeting of the PCZBA.

B. Development Concept Plan:

1. Purpose. The Development Concept Plan provides an applicant the opportunity to submit a plan showing the basic scope, character, and nature of the entire proposed PMD without incurring undue initial costs. The initial required public hearing is based on the Development Concept Plan, thus permitting public consideration of the proposal at the earliest possible stage. Once approved, the Development Concept Plan binds the applicant to the following basic elements of development:
 - a. categories of uses to be permitted;
 - b. general location of land uses;
 - c. overall maximum intensity of uses;
 - d. the general architectural style of the proposed development;
 - e. if applicable, general location and extent of public and private open space including pedestrian and recreational amenities;
 - f. general location of vehicular and pedestrian circulation systems;
 - g. preliminary staging of development;
 - h. if applicable, general nature, scope, and extent of public dedications, improvements, or contributions to be provided by the applicant; and

- i. other elements as may be included in the approved Development Concept Plan.
2. Application. An application for approval of a Development Concept Plan shall be filed in accordance with the requirements of Section 10-15-6 of this Chapter.
3. Public Hearing. A public hearing shall be set, noticed, and conducted by the PCZBA in accordance with Section 10-4-2E of this Title.
4. Action by PCZBA. No later than the second regularly-scheduled and held meeting of the PCZBA after the conclusion of the public hearing, the PCZBA shall make a recommendation to the Board of Trustees that the Development Concept Plan either be approved, be approved subject to modifications, or not be approved. The failure of the PCZBA to make its recommendation by the second regularly-scheduled and held meeting of the PCZBA after the conclusion of the public hearing, or such further time to which the applicant may agree, shall be deemed a recommendation for the approval of the Development Concept Plan as submitted.
5. Optional Submittal to the Architectural Board of Review. After the conclusion of the public hearing by the PCZBA concerning the Development Concept Plan, the Applicant may request that the Architectural Board of Review conduct an informal workshop meeting for the purpose of providing comments on the Development Concept Plan, which meeting, if requested and held, shall take place prior to the consideration of the Development Concept Plan by the Village Board.
6. Action by Board of Trustees. Within 60 days after the date of the recommendation of the PCZBA, or its failure to act, as provided in Paragraph 4 of this Subsection, the Board of Trustees shall consider the recommendation of the PCZBA, and then either shall deny the application for approval of the Development Concept Plan, shall refer it back to the PCZBA for further consideration of specified matters, or, by ordinance duly adopted, shall approve the Development Concept Plan, with or without modifications and conditions to be accepted by the applicant as a condition of such approval; provided, however, that every such ordinance shall be expressly conditioned upon approval of a special use permit and Final PMD in accordance with Subsection 10-15-2C of this Chapter, and upon the applicant's compliance with all provisions of this Code and the ordinance granting the special use permit.
7. Effect of Development Concept Plan Approval. Unless the applicant shall fail to meet time schedules for filing a Final Plan or shall fail to proceed with development in accordance with the plans as approved or shall in any other manner fail to comply with any condition of this Code or any approval granted pursuant to it, the Village shall not, without the consent of the applicant, take any action to modify, revoke, or otherwise impair an approved Development Concept Plan with respect to the elements of development set forth in Paragraph 10-15-2A1 of this Section pending the application for approval of a Final Plan. In submitting such plans, the applicant shall be bound by the approved Development Concept Plan with respect to each such element.

C. Final Plan:

1. Purpose. The Final Plan is intended to particularize, refine, and implement the Development Concept Plan and to serve as a complete, thorough, and permanent public record of the planned mixed-use development and the manner in which it is to be developed.
2. Application. After approval of the Development Concept Plan, the applicant shall file an application for Final Plan approval in accordance with the requirements of Section 10-15-6 of this Chapter within one year after the date of such approval or in stages as approved in the Development Concept Plan. The application shall be in substantial conformity with the approved Development Concept Plan. If a completed application for Final Plan approval has not been properly filed within one year after the approval date of the Development Concept Plan, the approval of the Development Concept Plan shall be deemed void.
3. Public Hearing. A public hearing to consider the Final Plan shall be set, noticed, and conducted by the PCZBA in accordance with Section 10-4-2E of this Code.
4. Coordination with Subdivision Ordinance. When a subdivision of land subject to the Village's Subdivision Ordinance is proposed or required in connection with a PMD, review of the subdivision, including without limitation submittal and approval of plats of subdivision, shall proceed concurrently with review of the PMD and be completed simultaneously with review of and action on the Final Plan during the PMD process, and no further public process shall be required for the PMD to obtain subdivision approval.
5. Action by PCZBA.
 - a. Evaluation. Within 60 days after the filing of an application for approval of a Final Plan, the PCZBA shall, with such aid and advice of the Village staff and consultants as may be appropriate, commence its public hearing to review and make its recommendation on the plan. Such review shall consider:
 - i. whether the Final Plan is in substantial conformity with the approved Development Concept Plan; and
 - ii. the merit or lack of merit of any departure of the Final Plan from substantial conformity with the approved Development Concept Plan; and
 - iii. whether the Final Plan complies with any and all conditions imposed by approval of the Development Concept Plan; and
 - iv. whether the Final Plan complies with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances, and regulations.

- b. Recommendation of Approval Based on Substantial Conformity. If the PCZBA finds substantial conformity between the Final Plan and the approved Development Concept Plan and further finds the Final Plan to be in all other respects complete and in compliance with any and all conditions imposed by approval of the Development Concept Plan and with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances, and regulations, it shall transmit the plan to the Board of Trustees with its recommendation that the Board of Trustees, by ordinance duly adopted, approve the Final Plan, with or without modifications and conditions to be accepted by the applicant as a condition of such approval, and shall grant a special use permit authorizing the Final Plan of the proposed PMD and such additional approvals as may be necessary to permit development of the PMD as approved.
 - c. Recommendation of Approval without Substantial Conformity. If the PCZBA finds that the Final Plan is not in substantial conformity with the Development Concept Plan but merits approval notwithstanding such lack of conformity and otherwise conforms to the requirements of this Code, it shall transmit the plan to the Board of Trustees with its recommendation that the Board of Trustees, by ordinance duly adopted, approve the Final Plan, with or without modifications and conditions to be accepted by the applicant as a condition of such approval, and shall grant a special use permit authorizing the Final Plan of the proposed PMD and such additional approvals as may be necessary to permit development of the PMD as approved.
 - d. Recommendation of Denial. If the PCZBA finds that the Final Plan is not in substantial conformity with the approved Development Concept Plan and does not merit approval, or if the PCZBA requires modifications to the Final Plan that are not accepted by the applicant, then the PCZBA shall transmit the Plan to the Board of Trustees together with its recommendation that the Final Plan not be approved.
 - e. Failure to Act. The failure of the PCZBA to commence its public hearing within 60 days, or such further time to which the applicant may agree, shall be deemed to be a recommendation to the Board of Trustees to approve the Final Plan as submitted.
6. Action by Architectural Board of Review. No later than 60 days after the conclusion of the public hearing by the PCZBA concerning the Final Plan, the Architectural Board of Review will conduct a public meeting for the purpose of conducting a site plan review pursuant to Section 10-2-8 of this Title concerning the Final Plan. Within 30 days after the conclusion of the public meeting, the ABR shall make its recommendation to the Board of Trustees that a site plan be approved, be approved subject to modifications, or not be approved. The failure of the ABR to make its recommendation within 30 days after the conclusion of the public meeting, or such further time to which the applicant may agree, shall be deemed a recommendation for the approval of the site plan as submitted.

7. Action by Board of Trustees. Within 60 days after the ABR and the PCZBA have made their respective recommendations, or their failure to act as provided in Subparagraphs 5 and 6, respectively, of this Subsection, the Board of Trustees shall proceed as follows:
 - a. Approval Based on Substantial Conformity. If the PCZBA has recommended approval of a Final Plan pursuant to Subparagraph 10-15-2C5b of this Section, the Board of Trustees shall, unless it specifically rejects one or more of the findings of the PCZBA on the basis of expressly stated reasons, approve the Final Plan by a duly adopted ordinance; or
 - b. Approval Without Substantial Conformity. In any case other than that specified in Subparagraph 10-15-2C7a of this Section, the Board of Trustees may, if it finds that the Final Plan merits approval and otherwise conforms to the requirements of this Title, approve the Final Plan by a duly adopted ordinance; or
 - c. Referral Back to PCZBA. In any case other than that specified in Subparagraph 10-15-2C7a of this Section, the Board of Trustees may refer the Final Plan back to the PCZBA for further consideration of specified matters; or
 - d. Conditions on Final Plan Approval. The approval of any Final Plan may be granted with or without modifications and conditions to be accepted by the applicant as a condition of approval.
8. Recording of Final Plan. When a Final Plan is approved, the Village Administrator shall cause the Final Plan and Special Use Permit Ordinance, or the portions thereof as are appropriate, to be recorded with the Lake County Recorder.
9. Limitation on Final Plan Approval. Construction shall commence in accordance with the approved Final Plan within one year after the approval of such plan, or within such time as may be established by the approved development schedule pursuant to the Special Use Permit Ordinance. Failure to commence construction within such period shall, unless an extension of time shall have been granted by the Village Administrator, automatically render void the Final Plan approval and all approvals of the planned mixed-use development and all permits based on such approvals, and the Village Administrator shall, without further direction, initiate an appropriate application to revoke the special use permit for all portions of the planned mixed-use development that have not yet been completed.
10. Building and Other Permits. Except as provided in this Paragraph 10-15-2C10, appropriate officials of the Village, after receiving notice from the Village Administrator that the documents required for Final Plan approval have been approved and upon proper application by the applicant, may issue building and other permits to the applicant for the development, construction, and other work in the area encompassed by the approved Final Plan; provided, however, that no permit shall be issued unless the appropriate official is first satisfied that the requirements of any codes or ordinances of the Village, in addition to this Code, that are applicable to the permit sought, have been satisfied. Building permits

may, however, be withheld at the discretion of the Village Administrator or the Board of Trustees at any time it is determined that the development of the PMD is not undertaken in strict compliance with the approved Final Plan.

10-15-3 STANDARDS AND CONDITIONS

- A. Special Use Permit Standards:** No special use permit for a PMD shall be recommended or granted pursuant to this Section unless the applicant shall establish that the proposed PMD meets the standards made applicable to special uses pursuant to Subsection 10-4-2E3 of this Code.
- B. General Design Standards:** No special use permit for a PMD shall be recommended by the PCZBA or granted by the Village Board pursuant to this Section unless the applicant has established that the proposed PMD meets the following additional standards, to the extent practical and applicable to the specific PMD, and except as the Village Board may otherwise provide in the ordinance granting a PMD:
1. Comprehensive Plan: The PMD shall not be inconsistent with the planning policies, goals, objectives, principles, and provisions of the Village's Comprehensive Plan.
 2. Public Welfare: The PMD shall be designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare.
 3. Uses: The PMD may include uses permitted in the B residence district (R-4), the C residence district (R-5), and the Central Business District (CBD), in addition to other uses suitable to the proposed location of the PMD.
 4. Impact on Other Property: The PMD shall not be unnecessarily injurious to the use or enjoyment of surrounding properties for the purposes permitted pursuant to the applicable zoning district, shall not prevent the normal and orderly development and improvement of surrounding properties for permitted uses, shall not be inconsistent with the community character of the neighborhood, shall not alter the essential character of the neighborhood or be incompatible with other property in the immediate vicinity. The uses permitted on a PMD must be of a type and so located so as to exercise no undue detrimental influence upon surrounding properties. The PMD must also address compliance with the Village's noise, lighting, and other performance standards.
 5. Impact on Public Facilities and Resources: The PMD shall be designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve the PMD.
 6. Archaeological, Historical or Cultural Impact: The PMD shall not substantially and adversely affect a known archaeological, historical, or cultural resource located on or off of the parcel(s) proposed for development.
 7. Parking and Traffic: The PMD shall have or make adequate provision to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets, provides appropriate cross access to adjacent

properties and parking areas, and provides adequate access for emergency vehicles. Adequate parking shall be provided for the uses permitted in the PMD.

8. Landscaping, Open Space, and Buffering: Consistent with the nature of the proposed PMD, the PMD shall provide landscaping, public open space, and other buffering features as necessary to reasonably protect uses within the development and surrounding properties, including without limitation reasonable and practical buffering related to the visual impact of the PMD on surrounding properties.
9. Signage: Signage on the site of the PMD shall generally be in conformity with the Village's Sign Regulations, except as may otherwise be specifically provided in the ordinance approving a PMD.
10. Ownership/Control Area: The site of the PMD must be under ownership and/or unified control of the applicant.
11. Compliance with Subdivision Regulations and Plat Act: All PMDs, whether or not they are by definition subject to the Village's subdivision regulations or the Illinois Plat Act, shall comply with all standards, regulations and procedures of the Village's subdivision regulations and the Plat Act except as is expressly provided otherwise in this Chapter, or as otherwise provided by the Board of Trustees pursuant to the ordinance approving the PMD, or the applicable sections of the Village's subdivision regulations.
12. Covenants and Restrictions to be Enforceable by Village: All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the PMD, if any, shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the PMD.
13. Security and Site Control: The PMD shall include the plans necessary to describe, establish, and maintain appropriate property and building security and site control measures for the PMD and the property on which the PMD is located. These plans shall also include measures to address adverse impacts on neighboring properties.
14. Integrated Design: A PMD shall be laid out and developed as a unit in accordance with an integrated overall design. This design shall provide for safe, efficient, convenient and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.
15. Beneficial Common Open Space: To the extent practical, common open space in the PMD shall be integrated into the overall design. These open spaces shall have a direct functional or visual relationship to the main building(s) and shall not be of isolated or leftover character. The following would not be considered usable common open space:
 - a. Areas reserved for the exclusive use or benefit of an individual tenant or owner; or reserved for the exclusive use of tenants or owners, but not the public.

- b. Dedicated streets, alleys and other public rights-of-way.
 - c. Vehicular drives, parking, loading and storage areas
 - d. Irregular or unusable narrow strips of land.
16. Functional and Mechanical Features: Storage areas, trash and garbage retainers, machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be accounted for in the design of the PMD and enclosed or made as unobtrusive as possible. These features shall be subject to such setbacks, special planting or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.
17. Vehicle Drives, Parking and Circulation: Principal vehicular access shall be from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, sharing of parking between uses in the PMD, and arrangement of parking areas that are safe and convenient, and insofar as feasible, do not detract from the design of proposed buildings and structures and the neighboring properties. Landscaping shall be provided to screen parking areas from neighboring properties.
18. Pedestrian and Bicycle Access and Circulation. PMDs shall emphasize safe, efficient, and comprehensive pedestrian-friendly movement and shall further emphasize bicycle access and circulation, including without limitation providing connections to and from existing bike and walking paths so as to ensure a continuous route without gaps or disconnections.
19. Lighting. Lighting for the PMD shall preserve and enhance the “dark at night” character of the Village by (i) enabling individuals to view essential detail to permit them to undertake their activities at night; (ii) facilitating safety and security of persons and property; and (iii) curtailing the degradation of the nighttime visual environment.
20. Surface Water Drainage: Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water in all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic.
21. Compliance with Tree Regulations. The PMD must comply with all standards, regulations and procedures of the Village's tree regulations, as provided in Chapter 11 of this Title.

22. Compliance with Watershed Development Ordinance. The PMD must comply with all standards, regulations, and procedures of the Village's Watershed Development Ordinance, Ordinance 2001-16, as it may be amended from time to time.
23. Water and Sewer Service. The PMD must comply with all Municipal Code requirements concerning the public water supply and sanitary sewer service necessary to serve the PMD.

C. Conditions: The approval of a Final Plan may be conditioned on such matters as the Board of Trustees may find necessary to: (i) prevent or minimize any possible adverse effects of the proposed PMD, (ii) ensure compatibility of the various uses that may exist within the PMD; or (iii) ensure its compatibility with surrounding uses and development and its consistency with the general purposes, goals, and objectives of this Code, the Village's Subdivision Code, and the Village's Comprehensive Plan. Such conditions shall be expressly set forth in the ordinance approving the PMD. Violation of any such condition or limitation shall be a violation of this Code and shall constitute grounds for revocation of all approvals granted for the planned mixed-use development.

10-15-4 AUTHORITY TO MODIFY REGULATIONS

A. Authority: Subject to the standards and limitations in this Section, the Board of Trustees, as part of an approval of any PMD, may modify any provision of this Code or of the Village's Subdivision Ordinance as they apply to an approved PMD, subject to the limitations in this Section.

B. Standards: No such modification may be approved unless the Board of Trustees shall find that the proposed PMD:

1. Will achieve the purposes for which PMD may be approved pursuant to Section 10-15-1;
2. Will not violate the general purposes, goals, and objectives of this Code and the Village's Comprehensive Plan;
3. Will result in a development providing amenities to the Village that may not be otherwise required under this Code or other applicable Village codes and ordinances, including without limitation such things as public art; plazas; pedestrian walkways; natural habitats; increased landscaping; buffering or screening; enhanced streetscape; enhanced pedestrian and transit supportive design; underground parking; and similar features.

C. Other Limitations: In granting any PMD approval pursuant to this Chapter, the Board of Trustees shall in no event:

1. Make less stringent any performance standard relating to noise, vibration, smoke and particulate matter, odors, toxic and noxious matter, radiation hazards, fire and explosive hazards, or heat or glare, that is applicable in the district in which the development is to be located or applicable to the particular use by reason of the regulations applicable in any district in which it might be located; or

2. Reduce the minimum total lot area requirement by more than 50 percent. This limitation does not apply to any minimum lot area per unit requirement.

D. Regulation During And After Completion Of Development: After a Final Plan has been approved, that approved plan will constitute the regulations applicable to the subject property, rather than any conflicting provision of this Title. No use or development not authorized by the approved plan will be permitted within the planned mixed-use development.

10-15-5 MINOR ADJUSTMENTS AND AMENDMENTS TO APPROVED FINAL PLAN

A. Minor Adjustments: During the development of a PMD, the Village Board may authorize minor adjustments to an approved Final Plan that appear necessary to, and consistent, with proper completion of the development as contemplated by the approval ordinance. Such minor adjustments may include, without limitation, the following:

1. Altering the location of any one structure or any part thereof, or any group of structures, by not more than five percent of the distance shown on the approved Final Plan between such structure or structures and any other structure or any vehicular circulation element or any boundary of the planned mixed-use development, whichever is less; and
2. Altering the location of any circulation element by not more than five percent of the distance shown on the approved Final Plan between such circulation element and any structure, whichever is less; and
3. Altering the location of any open space by not more than five percent of the distance shown on the approved Final Plan; and
4. Altering any final grade by not more than five percent of the originally planned grade; and
5. Altering the location or type of landscaping elements, provided that such minor adjustment will not result in the reduction of required landscaping or be inconsistent with the nature and type of landscaping required by the approved landscape plan.

B. Standards. Minor adjustments shall be consistent with the intent and purpose of this Title and the Final Plan, as approved, shall be the minimum necessary to overcome the particular difficulty, and shall not be approved if they would result in a violation of any standard or requirement of this Code. All minor adjustments shall be approved by the Board by resolution duly adopted, subject to such review by the Board and other boards and commissions of the Village as the Board may deem appropriate.

C. Amendments To Approved Final Plan: Changes or adjustments to a PMD during or after completion of a PMD that are not minor adjustments pursuant to Subsections A and B of this Section, shall require an amendment to the PMD in the same manner and subject to the same procedures and limitations as required for adoption of an initial PMD under the terms of this Chapter.

10-15-6 APPLICATION REQUIREMENTS:

A. Minimum Data Requirements for All Applications. All Applications: Every application submitted pursuant to this Chapter shall contain at least the following information:

1. The owner's name and address and the owner's signed consent to the filing of the application. Full disclosure of the ownership of all legal and equitable interests in the lot is required.
2. The lot owner's name and address, if different from the owner, and his or her interest in the lot.
3. The names and addresses of all professional consultants, if any, advising the owner with respect to the application.
4. The name and address and the nature and extent of any economic or family interest of any officer or employee of the village in the owner, the lot owner, or lot.
5. The addresses and legal description of the lot.
6. Descriptions and graphic representations of the proposal for which approval is being sought and of the existing zoning classification, use, and development of the lot and the adjacent area for at least two hundred fifty feet (250') in all directions from the lot. The scope and detail of such description shall be appropriate to the subject matter of the application, with special emphasis on those matters likely to be affected or impacted by the approval being sought in the application. These descriptions and representations shall be provided no later than necessary for presentation by the applicant at the public hearing before the PCZBA pursuant to Section 10-15-2.A.3 of this Code.

B. Applications For Development Concept Plan Approval: Every application for Development Concept Plan approval shall, in addition to the data and information required pursuant to Subsection A of this Section, provide at least ten (10) sets of plans and documents of the following:

1. Development Concept Plan: A plan showing the basic scope, character, and nature of the entire PMD including the following information:
 - a. Character: Explanation of the character of the PMD and the manner in which it has been planned to take advantage of the flexibility of these regulations.
 - b. Ownership: Statement of present and proposed ownership of all land within the project, including present tract designation according to official records in offices of the county recorder.
 - c. Nature and Type of Uses: Information on the nature and type of uses in the PMD and within each building proposed in the PMD.

- d. Service Facilities: Information on all service facilities and off street parking facilities in the PMD.
- e. Preliminary Architectural Drawings: Preliminary architectural drawings for all primary buildings shall be submitted in sufficient detail to permit an understanding of the style of the development, and the height, number, location, and design of the building(s) in the PMD.
- f. Conceptual Site Plan: A conceptual site plan of the proposed PMD, including building locations, property lines, setbacks, streets, circulation systems for pedestrians, bicycles, and vehicles, open space, landscaped areas, parking, existing and proposed tree locations, and recreational facilities.
- g. Miscellaneous: Such additional information as may be required by the PCZBA

C. Applications For Final Plan Approval: Every application filed pursuant to this chapter shall, in addition to the data and information required in Subsection A of this Section, provide the following information:

- 1. Detailed Plan: A drawing of the PMD shall be prepared at a scale of not less than one inch equals one hundred feet (1" = 100') and shall show such designations as proposed streets (public and private), all buildings and their use, common open space, recreation facilities, parking areas, service areas and other facilities to indicate the character of the proposed PMD. The submission may be composed of one or more sheets and drawings and shall include:
 - a. Boundary Lines: Bearings and distances.
 - b. Easements: Location, width and purpose.
 - c. Streets On And Adjacent To The Tract: Street name, right of way width, existing or proposed centerline elevations, pavement type, walks, curbs, gutters, culverts, etc.
 - d. Utilities On And Adjacent To The Tract: Location, size and invert elevation of sanitary, storm and combined sewers; location and size of water mains; location of gas lines, fire hydrants, electric and telephone lines and streetlights; direction and distance to and size of nearest water mains and sewers adjacent to the tract showing invert elevation of sewers.
 - e. Ground Elevations On The Tract: Show one foot (1') contours, show spot elevations at all breaks in grades, along all drainage channels or swales and at selected points not more than one hundred feet (100') apart in all directions.
 - f. Subsurface Conditions On The Tract, If Required By The Village Engineer: Location and results of tests made to ascertain subsurface soil, rock and ground water conditions; depth to ground water unless test pits are dry at a depth of five feet (5').

- g. Other Conditions On The Tract: Watercourses, floodplains, wetland delineations, marshes, rock outcrop, wooded areas, protected trees as designated in the Village's tree protection regulations at section 10-11-4 of this title, houses, barns, accessory buildings and other significant features, and any federal, state or other non-Village permits required for the PMD.
- h. Other Conditions On Adjacent Land: Approximate direction and gradient of ground slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers and other nearby land uses or adverse influences; owners of adjacent platted land; for the adjacent platted land refer to subdivision plat by name, recording date and number and show approximate percent built up, typical lot size and dwelling type.
- i. Zoning On And Adjacent To The Tract: Provide zoning classification on and adjacent to the tract.
- j. Proposed Public Improvements: Highways or other major improvements planned by public authorities for future construction on or near the tract.
- k. Open Space: To the extent applicable, all lots intended to be dedicated for public use or reserved for the use of all lot owners with the purpose indicated.
- l. General Location, Purpose And Height: General location, purpose and height, in feet and stories, of each building.
- m. Map Data: Name of development, north point and scale, date of preparation and acreage of site.
- n. Water Facilities: The preliminary plat shall have depicted on its face all lakes, ponds, detention sites, retention sites and dams. This includes existing lakes, ponds, detention sites, retention sites and dams or proposed lakes, ponds, detention sites, retention sites or dams. If the water facility is proposed, the preliminary plat shall be accompanied by preliminary engineering plans, including the depth, capacity and relation of the water facility to proposed storm drain facilities.
- o. Miscellaneous: Such additional information as may be required by the PCZBA.
- p. Final Building Elevations and Floor Plans. Schematic drawings illustrating the design and character of the building elevations, types of construction, and floor plans for all proposed buildings and structures. The drawings shall also include a schedule showing the number, type, and floor area for all uses or combinations of uses, and the floor area for the entire proposed planned development.

- q. Traffic Studies: detailed information as required by the Village concerning traffic circulation within the PMD and the mitigation of traffic impacts created by the PMD on surrounding village, county, and state roads.
 - r. Watershed Development Ordinance: information as required by the Village to demonstrate compliance with the Village's Watershed Development Ordinance.
2. Final Plat: A final land use and zoning plat, suitable for recording with the county recorder of deeds shall be prepared. The purpose of the land use and zoning plat is to designate with particularity the land subdivided into conventional lots as well as the division of other land not so treated into common open areas and building areas. The final land use and zoning plat shall include, but not be limited to:
- a. Legal Description Of Entire Area: An accurate legal description of the entire area under immediate development within the PMD.
 - b. Subdivision Plat: A subdivision plat of all subdivided lands in the same form and meeting all the requirements of a normal subdivision plat.
 - c. Legal Description Of Unsubdivided Use Area: An accurate legal description of each separate unsubdivided use area, including common open space.
 - d. Location Of All Buildings To Be Constructed: Designation of the exact location of all buildings to be constructed, including minimum setbacks from lot lines.
 - e. Certificates, Seals And Signatures: Certificates, seals and signatures required for the dedication of lands and recording the document.
 - f. Tabulations On Separate Unsubdivided Use Area: Tabulations on separate unsubdivided use area, if any, including land area and number of buildings.
 - g. Water Facilities: The location of all lakes, ponds, detention sites, retention sites and dams shall be depicted and accurately located on the final plat.
3. Public Open Space Documents: To the extent applicable, common open space in the PMD that is to be dedicated for the use of the public shall be either conveyed to a municipal or public corporation, conveyed to a not-for-profit corporation or entity established for the purpose of benefiting the owners of the PMD or retained by the developer with legally binding guarantees, in a form approved by the village attorney, that the common open space will be permanently preserved as open area. All land conveyed to a not for profit corporation or like entity shall be subject to the right of said corporation to impose a legally enforceable lien for maintenance and improvement of the common open space.
4. Public Facilities: The construction of all public facilities and improvements made necessary as a result of the PMD shall either be completed prior to final plat approval, or be guaranteed by a security deposit.

5. Security Deposit: The satisfactory installation of the public facilities and improvements required to be constructed within the PMD shall be guaranteed by a security consistent with the Subdivision Regulations, including, without limitation, a letter of credit, in an amount equal to one hundred ten percent (110%) of the estimated cost of public facility installations. The balance of the security deposit shall not be returned after the completion of the public facility installations unless a guarantee security deposit in an amount of ten percent (10%) of the total cost of the required facilities is first delivered to the village. Such guarantee security deposit shall be maintained for a period of twenty four (24) months.
6. Delinquent Taxes: A certificate shall be furnished from the proper collector that all special assessments constituting a lien on the whole or any part of the lot of the PMD have been paid.
7. Covenants: Final agreements, provisions or covenants which will govern the use, maintenance and continued protection of the PMD.
8. Schedule: Development schedule indicating:
 - a. Stages in which project will be built with emphasis on area, density, use and public facilities such as open space to be developed with each stage. Overall design of each stage shall be shown on the plat and through supporting graphic material.
 - b. Approximate dates for beginning and completion of each stage.
 - c. The mix of uses to be built in each stage.
9. Traffic Mitigation:
 - a. All new developments shall be required to provide a traffic study, prepared by a qualified traffic engineer, to establish trips generated, necessary road and other improvements, and other reasonably necessary information relating to traffic impact of the development on village, county or state roads.
 - b. All developments shall be required to provide an employee traffic mitigation plan. The plan will establish specific actions by the owner to limit peak hour vehicular traffic generated by the development. These actions might include staggered work hours, ridesharing, vanpools, rideshare or transit promotion, or preferential parking plan.
10. Lighting Plans: A final photometric/lighting plan for the proposed PMD including technical descriptions and cut sheets for all lighting fixtures. Any permitted accessory lighting fixtures shall be designed, arranged, and operated so as to prevent glare and direct rays of light from being cast onto any adjacent public or private property or street and so as not to produce excessive sky-reflected glare.

11. Landscaping Plans. A final landscape plan depicting the location, size, character, and composition of all trees, landscape materials and other vegetation for the PMD.
12. Facilities Plans: Final plans for:
 - a. If applicable, roads including classification, width or right of way, width of pavement and typical construction details.
 - b. Sanitary sewer system.
 - c. Storm drainage system.
 - d. Water supply system.

D. Modification or Waiver of Application Requirements. Upon written request of the applicant, the Village Administrator may modify the requirements to submit any plans or documents required pursuant to this Section 10-15-6, provided that no required submittals may be waived without the prior review and approval of the PCZBA and Village Board.”

[END OF NEW CHAPTER 15]

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: August 22, 2016

SECOND READING: _____

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

FEE PAID:
RECEIPT NUMBER:

DATE RECEIVED
BY VILLAGE:

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

SUBJECT PROPERTY

Address: 120 E. Scranton Avenue Zoning District: CBD; R-4
(Property address for which application is submitted)

Current Use: Vacant bank building; unused parking lots
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12-21-111-006, 007, 008, 009, 010

APPLICANT

Applicant: The Roanoke Group, LLC

Address: 22 E. Scranton Ave., Lake Bluff, IL 60044
(Address if different than subject property)

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

Home Telephone: _____ Business Telephone: 847-457-1297

OWNER

Owner - Title Holder	If Joint Ownership
Name: <u>Pendulum Lake Bluff II, LLC</u>	Joint Owner: _____
Address: <u>705 Rockland Road</u>	Address: _____
<u>Lake Bluff, IL 60044</u>	Daytime Phone: _____
Daytime Phone: <u>847-910-1225</u>	

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: Limited liability company
- 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: Plat of Consolidation

Applicable Section(s) of Zoning Ordinance, if known: (See Attachment)

Narrative description of request: (See Attachment)

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.

N/A

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

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.

N/A

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.

N/A

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.

N/A

STANDARDS FOR SPECIAL USE PERMITS:

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

(See Attachment)

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

(See Attachment)

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.

(See Attachment)

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

(See Attachment)

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

(See Attachment)

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:**

(See Attachment)

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

(See Attachment)

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

(See Attachment)

APPLICATION MATERIALS

LEGAL DESCRIPTION - MUST BE PROVIDED

(See Attachment)

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: SEE SUBMITTAL

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: 05-16-16

Print Name: JASON SMITH

Applicant Signature: _____ Date: 5-16-16
(if other than owner)

Print Name: Peter Kyle

Applicable Section(s) of the Zoning Ordinance:

The Applicant has requested a text amendment to provide for a Planned Mixed Development (PMD) as a special use in the CBD District and the R-4 District. If the text amendment is approved, the PMD text amendment will be the applicable section of the Zoning Ordinance.

Narrative description of request:

The 0.759-acre subject property consists of five lots, bounded by Scranton Avenue on the south, Oak Avenue on the west, Evanston Avenue on the east and four single family homes on the north. The westerly three lots are located in the CBD District, and the easterly two lots are located in the R-4 District. The southwest portion of the property is currently improved with a one-story vacant bank building with an area of 3,910 square feet. The remainder of the property was used for parking. The existing building will be razed if the Applicant's development proposal is approved.

Under current zoning, the R-4 portion of the property could be improved with a large single-family residence of almost 5,000 square feet. The portion of the property in the CBD District could be improved with a two-story 22,500 square foot building with retail and service uses on the first floor and 10 apartments on the second floor.

The Applicant proposes to develop a three-story condominium building with 16 units, ranging in size from 1,880 to 3,050 square feet. Each unit will have two indoor parking spaces.

Standards for Special Use Permits:

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

The project will be constructed with the high quality materials recommended by Teska Associates Inc. in the 1998 CBD Planning Study. The architecture of the proposed building was inspired by Stanley Anderson, who designed many historic homes in Lake Forest and Lake Bluff. The influence of Anderson's style on the architecture of the proposed building will provide a tasteful transition between the single-family homes to the north and east of the subject property and the retail and institutional uses to the south and west.

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

The subject property is located in one of the two underdeveloped lots in the CBD. The proposed development will provide a redevelopment of a vacant site with a use that will add vitality to the Village's downtown. In addition, the third floor of the proposed building will be set back on all sides to minimize its visual impact on surrounding properties. Finally, the short construction schedule for the project will minimize inconvenience of neighboring residents. (See the Construction Schedule)

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.

There are adequate public utilities in proximity to the subject property to provide necessary service. Access to the site will be over a private alley that will be maintained by the owners' association; each unit will have two indoor parking spaces. Trash receptacles will be stored inside the garage. There will be minimal impact on schools as the development will generate only 3.6 elementary school students and one high school student, based on the formula in the Village Code. The formula also projects there will be 29.4 adults generated by the development, which means there will be minimal impact on the park district. Because of the development will have only 16 dwelling units, there will be minimal impact on other public services.

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

The proposed development will generate 70% less traffic than the previous bank use. The traffic study estimates that the development will generate 12 trips in the morning peak hour and 13 trips in the evening peak hour. After the project is fully occupied, the nearest intersection will continue to operate at the highest level of service (A) during peak hours. The project is expected to attract transitional buyers who want to live on a single floor with walkable access to restaurants and retail. All parking for residents of the

building will be accessed over a private alley that will be maintained by the owners' association.

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

There are no significant features on the subject property. The existing, vacant bank building is not architecturally significant. The shuttered bank building and the related drive through facility and unsightly parking lot will be replaced with a high quality, brick building inspired by the architecture of Stanley Anderson. The third story of the building will set back on all four sides to minimize the visual appearance from adjoining streets and properties. Finally, the landscaping proposed for the project will enhance adjoining sidewalks and parkways. The landscaping at the northwest corner of Scranton and Evanston will be enhanced to provide a buffer, which will include the planting of a "specimen" tree.

Text Amendment Guiding Principles:

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

The purpose of Title 10 of the Village Code (Zoning Regulations) is the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. The text amendment will allow the Applicant to construct a condominium development that is not permitted under the current Zoning Ordinance. The proposed development will satisfy the purpose of the Zoning Ordinance in that it will provide a housing option that is not otherwise available in this part of the downtown area. The condominium units will have pedestrian access to the restaurants and other downtown businesses as well as the Metra station. The quality of the architecture and building materials will be in keeping with the Village's upscale character. The proposed use will provide a transition from single-family residential uses north and east of the subject property to the business and civic uses located south and west within the downtown area.

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

There are limited options for condominium living in the Village's Central Business District. The proposed development will provide 16 units for new residents looking for this type of housing as well as for existing residents who would like to downsize and be close to restaurants, shopping and public transportation.

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

More than one-half of the subject property is located in the CBD District, which is where housing density should be located in order to support local businesses. In fact, one of the policies (H3-2) of the 1997 Comprehensive Plan is to "Encourage the development of multi-family housing options within the Central Business District." As recommended in the Comprehensive Plan, the Village commissioned a study of the Central Business District. The Study identified "Apartments/Condos free standing" as one of the "most appropriate" uses in the CBD.

VILLAGE OF LAKE BLUFF

Memorandum

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

FROM: Brandon Stanick, Asst. to the Village Administrator

DATE: June 10, 2016

SUBJECT: **Agenda Item #3:** Public Hearing to Consider a Text Amendment Establishing Planned Mixed-Use Development Regulations and a Proposal to Redevelop the Property Located at 120 E. Scranton Avenue (former PNC Bank property)

Summary and Background Information

In May 2016 the Village received a zoning petition from The Roanoke Group (Petitioner) seeking:

- i. a text amendment to the Village's Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD);
- ii. a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property); and
- iii. any other zoning relief as required to construct and maintain the Development at the Property.

A public hearing for the PCZBA to consider the proposed draft PMD ordinance and the Development is scheduled for June 15, 2016 at 7:00 p.m. (Village Hall Board Room).

Conceptual Development Plan

The Petitioner's application seeks approval to construct a planned development on a 0.76 (33,000 sq. ft.) parcel in Block Three of the Central Business District commonly known as the former PNC Bank property. The application proposes a three story, 16 unit multi-family building with the third story set back from the second story building wall and fully-enclosed grade level parking for 32 spaces. The Development also proposes vehicular access off of Oak Avenue and Evanston Avenue with a permeable paver drive along the full length of the north side of the Property. According to the overall site plan, no existing trees will remain. Also, attached is a memorandum from Village Engineer Jeff Hansen dated June 8, 2016 responding to the results of the Petitioner's traffic study (by KLOA, Inc.) and stormwater requirements. A chart comparing the Development to the Village's zoning regulations for CBD and R-4 Residence District is attached.

Planned Mixed-Use Development Regulations

Attached to this memorandum is a proposed draft ordinance amending the Village's Zoning Code establishing a process and related regulations for the approval of PMDs prepared by Village legal counsel. Consistent with existing planned development regulations in the Village's Zoning Code, the draft PMD regulations include:

- General Provisions
- Procedure
- Standards and Conditions
- Authority to Modify Regulations
- Adjustments and Amendments to Approved Final Plans
- Application Requirements.

In summary, the draft PMD regulations include a two-phase review process with a required site plan review by the Architectural Board of Review following Final Plan approval considered by the PCZBA. As the PCZBA is aware, traditional use, bulk, space and yard regulations may be relaxed to achieve Village objectives including, but not limited to, creative approaches to mixed-use development of land through the planned development process.

Recommendation

Should the PCZBA want to further consider the Development, it is recommended they consider the Petitioner’s responses to the Text Amendment Guiding Principles (to consider the draft PMD regulations), as well as the following Standards and Conditions (Section 10-15-3) outlined in the draft PMD regulations (to consider conceptual development plan approval):

1. Consistency with the Comprehensive Plan
2. Public Welfare
3. Land Uses
4. Impact on Other Property
5. Impact on Public Facilities and Resources
6. Archaeological, Historical or Cultural Impact
7. Parking and Traffic
8. Landscaping, Open Space and Buffering
9. Signage
10. Ownership/Control Area
11. Compliance with Subdivision Regulations and Plat Act
12. Covenants and Restrictions to be Enforced by the Village
13. Security and Site Control
14. Integrated Design
15. Beneficial Common Open Space
16. Functional and Mechanical Features
17. Vehicle Drives, Parking and Circulation
18. Pedestrian and Bicycle Access and Circulation
19. Lighting
20. Surface Water Drainage
21. Compliance with Tree Regulations
22. Compliance with Watershed Development Ordinance
23. Water and Sewer Service

Attachments

- Petitioner’s Application Materials;
- Draft PMD Regulations;
- Memorandum Dated June 8, 2016 from Village Engineer Jeff Hansen Concerning Traffic and Stormwater;

- Zoning Analysis of the Proposed Block Three Redevelopment; and
- Public Comment Regarding the Proposed Block Three Redevelopment and Future Downtown Redevelopment.

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

VILLAGE OF LAKE BLUFF

Memorandum

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

FROM: Brandon Stanick, Asst. to the Village Administrator

DATE: July 15, 2016

SUBJECT: **Agenda Items #4 & #5:** Public Hearing to Consider a Proposal to Redevelop the Property Located at 120 E. Scranton Avenue (former PNC Bank property) and a Text Amendment Establishing Planned Mixed-Use Development Regulations

Summary and Background Information

In May 2016 the Village received a zoning petition from The Roanoke Group (Petitioner) seeking:

- i. a text amendment to the Village's Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD) (Text Amendment);
- ii. a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property); and
- iii. any other zoning relief as required to construct and maintain the Development at the Property.

At its meeting on June 15, 2016 the PCZBA commenced with the public hearing to consider the proposed draft PMD ordinance and the proposed Conceptual Development Plan. This included a presentation from the Developer, comments from the public and a discussion among the Members of the PCZBA. At its upcoming meeting on July 20th (7:00 p.m. in the Village Hall Board Room) the PCZBA will: i) receive a presentation from the Petitioner, take additional testimony, but will NOT vote on a recommendation to the Village Board regarding the proposed Development; and ii) take additional testimony and anticipates voting on a recommendation to the Village Board regarding the proposed Text Amendment.

Conceptual Development Plan

The Petitioner's application seeks approval to construct a planned development on a 0.76 (33,000 sq. ft.) parcel in Block Three of the Central Business District commonly known as the former PNC Bank property. The application proposes a three story, 16 unit multi-family building with the third story set back from the second story building wall and fully-enclosed grade level parking for 32 spaces. The Development also proposes vehicular access off of Oak Avenue and Evanston Avenue with a permeable paver drive along the full length of the north side of the Property. According to the overall site plan, no existing trees will remain. Also, a memorandum from Village Engineer Jeff Hansen dated June 8, 2016 was prepared to respond to the results of the Petitioner's traffic study (by KLOA, Inc.) and stormwater requirements. A chart comparing the Development to the Village's zoning regulations for CBD and R-4 Residence District was previously provided to the PCZBA.

Planned Mixed-Use Development Regulations

Attached to this memorandum is a proposed draft ordinance amending the Village's Zoning Code establishing a process and related regulations for the approval of PMDs prepared by Village legal counsel. Consistent with existing planned development regulations in the Village's Zoning Code, the draft PMD regulations include:

- General Provisions
- Procedure
- Standards and Conditions
- Authority to Modify Regulations
- Adjustments and Amendments to Approved Final Plans
- Application Requirements.

In summary, the draft PMD regulations include a two-phase review process with a required site plan review by the Architectural Board of Review following Final Plan approval considered by the PCZBA. As the PCZBA is aware, traditional use, bulk, space and yard regulations may be relaxed to achieve Village objectives including, but not limited to, creative approaches to mixed-use development of land through the planned development process.

Recommendation

Should the PCZBA want to further consider the Development, it is recommended they consider the Petitioner's responses to the Text Amendment Guiding Principles (to consider the draft PMD regulations), as well as the following Standards and Conditions (Section 10-15-3) outlined in the draft PMD regulations (to consider conceptual development plan approval):

1. Consistency with the Comprehensive Plan
2. Public Welfare
3. Land Uses
4. Impact on Other Property
5. Impact on Public Facilities and Resources
6. Archaeological, Historical or Cultural Impact
7. Parking and Traffic
8. Landscaping, Open Space and Buffering
9. Signage
10. Ownership/Control Area
11. Compliance with Subdivision Regulations and Plat Act
12. Covenants and Restrictions to be Enforced by the Village
13. Security and Site Control
14. Integrated Design
15. Beneficial Common Open Space
16. Functional and Mechanical Features
17. Vehicle Drives, Parking and Circulation
18. Pedestrian and Bicycle Access and Circulation
19. Lighting
20. Surface Water Drainage
21. Compliance with Tree Regulations
22. Compliance with Watershed Development Ordinance
23. Water and Sewer Service

Attached Documents

- Site Plan and Elevations Provided by Petitioner Showing Allowable Development Compared to Proposed Development;
- Section 5.01 Landscape Plan;
- Draft PMD Regulations; and
- Community Petition with Signatures.

Documents Previously Provided

- Petitioner's Application Materials;
- Draft PMD Regulations;
- Memorandum Dated June 8, 2016 from Village Engineer Jeff Hansen Concerning Traffic and Stormwater;
- Zoning Analysis of the Proposed Block Three Redevelopment; and
- Public Comment Regarding the Proposed Block Three Redevelopment and Future Downtown Redevelopment.

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

VILLAGE OF LAKE BLUFF

Memorandum

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

FROM: Brandon Stanick, Asst. to the Village Administrator

DATE: August 12, 2016

SUBJECT: **Agenda Items #6 & #7:** Public Hearing to Consider a Proposal to Redevelop the Property Located at 120 E. Scranton Avenue (former PNC Bank property) and a Text Amendment Establishing Planned Mixed-Use Development Regulations

Summary and Background Information

In May 2016 the Village received a zoning petition from The Roanoke Group (Petitioner) seeking:

- i. a text amendment to the Village's Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD) (Text Amendment);
- ii. a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property); and
- iii. any other zoning relief as required to construct and maintain the Development at the Property.

At its meetings on June 15 and July 20, 2016 the PCZBA held public hearings to consider the proposed draft PMD ordinance and the proposed Conceptual Development Plan. To date, the public hearing process has included: presentations from the Developer, comments from the public and discussions among the Members of the PCZBA regarding the Text Amendment and the proposed Development. On August 17th the PCZBA will continue its discussion regarding the proposed Text Amendment and anticipates voting on a recommendation to the Village Board. Further, the Petitioner has requested the PCZBA continue the public hearing regarding the Development to its September 21, 2016 meeting.

Conceptual Development Plan

The Petitioner's application seeks approval to construct a planned development on a 0.76 (33,000 sq. ft.) parcel in Block Three of the Central Business District commonly known as the former PNC Bank property. The application proposes a three story, 16 unit multi-family building with the third story set back from the second story building wall and fully-enclosed grade level parking for 32 spaces. The Development also proposes vehicular access off of Oak Avenue and Evanston Avenue with a permeable paver drive along the full length of the north side of the Property. According to the overall site plan, no existing trees will remain. Also, a memorandum from Village Engineer Jeff Hansen dated June 8, 2016 was prepared to respond to the results of the Petitioner's traffic study (by KLOA, Inc.) and stormwater requirements. A chart comparing the Development to the Village's zoning regulations for CBD and R-4 Residence District was previously provided to the PCZBA.

Planned Mixed-Use Development Regulations

Attached to this memorandum is an updated draft ordinance amending the Village's Zoning Code establishing a process and related regulations for the approval of PMDs prepared by Village legal counsel that reflects the discussion of the PCZBA on July 20th. Also, provided for the PCZBA's information, is a memorandum dated August 11, 2016 from Village Attorney Peter Friedman regarding the proposed PMD Text Amendment.

Consistent with existing planned development regulations in the Village's Zoning Code, the draft PMD regulations include:

- General Provisions
- Procedure
- Standards and Conditions
- Authority to Modify Regulations
- Adjustments and Amendments to Approved Final Plans
- Application Requirements.

In summary, the draft PMD regulations include a two-phase review process with a required site plan review by the Architectural Board of Review following Final Plan approval considered by the PCZBA. As the PCZBA is aware, traditional use, bulk, space and yard regulations may be relaxed to achieve Village objectives including, but not limited to, creative approaches to mixed-use development of land through the planned development process.

Recommendation

Should the PCZBA want to further consider the Development, it is recommended they consider the Petitioner's responses to the Text Amendment Guiding Principles (to consider the draft PMD regulations), as well as the following Standards and Conditions (Section 10-15-3) outlined in the draft PMD regulations (to consider conceptual development plan approval):

1. Consistency with the Comprehensive Plan
2. Public Welfare
3. Land Uses
4. Impact on Other Property
5. Impact on Public Facilities and Resources
6. Archaeological, Historical or Cultural Impact
7. Parking and Traffic
8. Landscaping, Open Space and Buffering
9. Signage
10. Ownership/Control Area
11. Compliance with Subdivision Regulations and Plat Act
12. Covenants and Restrictions to be Enforced by the Village
13. Security and Site Control
14. Integrated Design
15. Beneficial Common Open Space
16. Functional and Mechanical Features
17. Vehicle Drives, Parking and Circulation
18. Pedestrian and Bicycle Access and Circulation
19. Lighting

20. Surface Water Drainage
21. Compliance with Tree Regulations
22. Compliance with Watershed Development Ordinance
23. Water and Sewer Service

Attached Documents

- Memorandum Dated August 11, 2016 from Village Attorney Peter Friedman Regarding the Proposed PMD Text Amendment;
- August 17, 2016 Draft of the Proposed PMD Text Amendment; and
- Public Comment Regarding the Proposed Block Three Redevelopment and Future Downtown Redevelopment Received August 8 and 12, 2016.

Documents Previously Provided

June 15, 2016 PCZBA Meeting:

- Petitioner's Application Materials;
- Draft PMD Regulations;
- Memorandum Dated June 8, 2016 from Village Engineer Jeff Hansen Concerning Traffic and Stormwater;
- Zoning Analysis of the Proposed Block Three Redevelopment; and
- Public Comment Regarding the Proposed Block Three Redevelopment and Future Downtown Redevelopment.

July 20, 2016 PCZBA Meeting:

- Site Plan and Elevations Provided by Petitioner Showing Allowable Development Compared to Proposed Development;
- Section 5.01 Landscape Plan;
- Draft PMD Regulations; and
- Community Petition with Signatures.

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

ATTACHMENT 4

**PUBLIC COMMENTS
RECEIVED SINCE
AUGUST 23, 2016**

Brandon Stanick

From: Drew Irvin
Sent: Tuesday, August 23, 2016 10:55 AM
To: Brandon Stanick
Subject: FW: No on 3

FTR

From: kohara65@comcast.net [mailto:kohara65@comcast.net]
Sent: Tuesday, August 23, 2016 10:52 AM
To: Drew Irvin
Subject: Fwd: No on 3

From: "Stephen Ryan" <sryan@ccaltd.com>
To: kohara65@comcast.net
Cc: "Janet S CIV RTC Murphy-Ryan, WSD" <janet.murphy-ryan@navy.mil>, "Janet Murphy Ryan" <awkwaza@gmail.com>
Sent: Tuesday, August 23, 2016 10:22:24 AM
Subject: No on 3

Village President O'Hara;

I have lived in Lake Bluff for over 10 years at 710 Birch Road enjoying the unique in Chicagoland small Village atmosphere but getting increasingly alarmed at the inroads developers are making into diminishing the atmosphere of Lake Bluff.

Increasingly, variances are being granted to developers to build lot line to lot line installing monstrosities where previously affordable housing stood.

I am adamantly against any change in the zoning code allowing a 3-story high density development. If people want to live stacked-up on top of each other in condo's they can certainly find accommodations in the City.

If anything, the Village should be exploring affordable housing options for that space or getting an equivalent commercial operation into the PNC Bank building.

The developers think that they can sell the small town ambiance of Lake Bluff to the cave dwellers that like to live in concrete bunkers, who come out and enjoy for free the beautifully maintained yards and trees of the home owners who sweat to keep the gardens and lawns colorful and green. Condo owners do not value gardens or trees or yards in the least, that is why they buy condo's-to them yard maintenance is a drudgery or an expense that they do not value unless someone else is paying the freight.

Lake Bluff is about trees and gardens and a small town atmosphere, let's keep it that way.

Stephen J. Ryan, P.E.
Senior Professional Engineer
Carnow, Conibear & Assoc., Ltd
600 W. Van Buren St., Ste 500
Chicago, IL 600607
312-762-2908 (direct)

Brandon Stanick

From: Drew Irvin
Sent: Tuesday, August 23, 2016 10:55 AM
To: Brandon Stanick
Subject: FW: Proposed PMD Objection

FTR

From: kohara65@comcast.net [mailto:kohara65@comcast.net]
Sent: Tuesday, August 23, 2016 10:52 AM
To: Drew Irvin
Subject: Fwd: Proposed PMD Objection

From: "Thomas Stelter" <tstelter@gmail.com>
To: kohara65@comcast.net
Cc: "Jana Bricker" <janabricker@mac.com>
Sent: Monday, August 22, 2016 6:38:35 PM
Subject: Proposed PMD Objection

Kathy O'Hara,

As residents of Lake Bluff, we wanted to voice our disapproval of the proposed development and change in the zoning ordinance. Unacceptable. The change would circumvent the existing zoning code, would allow similar buildings to be erected elsewhere in Lake Bluff, would negatively impact green space, and contradicts the community vision and value Lake Bluff residents, and your village leadership, collectively treasure and have worked hard to deliver. We look forward to advocating for a development proposal that meets the existing zoning code.

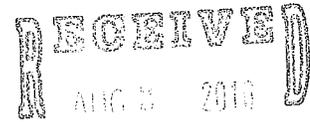
Thank you for hearing/reading our concern, and know we appreciate all you do to make Lake Bluff the place we all know it to be.

Thomas & Jana

--

Thomas Stelter | 312 282 6015
[linkedin.com/in/thomasstelter](https://www.linkedin.com/in/thomasstelter)

ROBERT T. ISHAM, JR.
701 Park Place
Lake Bluff, Illinois 60044



August 29, 2016

Village Board of Trustees
Village Hall
Lake Bluff, IL 60044
Attn: Drew Irvin

BT:.....

Re: Proposed Amendments to an Ordinance Amending the Lake Bluff Zoning Regulations to Establish a Process and Related Regulations for Planned Mixed-Use Developments ("PMD")

Dear Trustees:

At the August 22nd meeting of the Village Board, I requested two amendments to the above-referenced ordinance:

1. include language in Section 10-15-1 B(9) of the guidelines section, stating that the respective village boards expressly take into consideration the reactions and responses of the adjacent neighborhoods to any proposed PMD; and
2. eliminate the "pocket" approval in Section 4 that permits approval of a development concept upon the PCBA's failure to act.

Neither request was approved after an explanation by the Village Attorney.

After listening to this explanation, I became better informed about how the ordinance is intended to work but unpersuaded as to why the requested amendments were considered unnecessary.

Accordingly, I request on second reading that the following amendments be made, for the following reasons:

1. Amend Section 10-15-1(B) (9) as follows:

"enhancing the character and vitality of the Village's central business district in harmony with adjacent residential neighborhoods, after consideration of such neighborhoods' reactions and responses, if any, to the proposed development; and..."

The Village Attorney's position was that this amendment is unnecessary, stating, in essence, that the ordinance's purposes are limited by the standards found in Section 10-15-3, specifically subsection 4, and those protections should be sufficient to protect the interests of adjacent neighborhoods. I believe this fine reading misses the larger point—that there is no express language in this section of the ordinance providing consideration of the reactions or responses to the proposed PMD by its neighbors. My review may be flawed but I do not see any other clear or express reference to consideration of such input in the ordinance. Such input and such a policy consideration is critical since adjacent neighbors

Village Trustees
August 29, 2016
Page 2

are the ones most affected by any proposed development. Even if such a policy guideline is considered "lip service" in light of the standards in Section 10-15-3, it seems the right thing to do.

2. Amend Section 10-15-3(B) (4) as follows:

"Impact on Other Property: The PMD shall not be approved without careful consideration of the effects on and any response to it by residents of the adjacent neighborhoods to ensure that those citizens' interests are taken into consideration. The PMD shall not be unnecessarily injurious to the applicable zoning district..., shall not alter the essential character of the neighborhood or be incompatible with other property in the immediate vicinity, especially with respect to requirements under existing zoning laws for the applicable district, unless the neighborhoods' concerns are substantially satisfied..."

It follows that the specific standard that applies to adjacent neighborhoods should include a consideration of their input, especially if the proposed amendment above to the Purposes in Section 10-15-1(B) (9) is adopted. The record of any proceedings would demonstrate the consideration given.

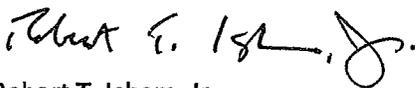
I would then suggest striking the adverb "unnecessarily" since it is understood that any injury to the district from the proposed PMD must be necessary for the public good.

I also suggest that "altering the essential character of the neighborhood" very much concerns the current or existing zoning requirements that help to preserve the essential character of a neighborhood. A development that is too high, too big, too wide, etc. may substantially alter the character of the neighborhood. Such a perceived alteration shouldn't happen unless the neighborhood's concerns about it are addressed, alleviated or satisfied through demonstration, or through amendment to the PMD. Again, zoning law provides an opportunity for neighbors to voice their objection, concern or approval. That input, while not dispositive, is given substantial weight when granting a zoning variation. The same consideration should apply here, and granting these common sense protections would not necessarily give the neighbors a veto.

3. Amend Section 10-15-2(B) (4) by deleting the second sentence providing approval by default. That kind of de facto approval demeans an otherwise significant process and should not be included.

Thank you for your consideration in advance and I look forward to your response.

Sincerely,



Robert T. Isham, Jr.

RECEIVED
SEP 08 2016

September 8, 2016

BY:

Dear Drew,

Sorry we did not make the packet deadline for Monday's Board meeting.

Would you please be kind enough to forward a copy of this letter to all members of the Village Board of Trustees before Monday night's meeting on September 12.

Many thanks for your time and attention.

Cordially,



Stevie Boggess

Stephena Romanoff Boggess & William Porter Boggess, III
221 East North Avenue
Lake Bluff, Illinois 60044
(847) 295-0477



BY:

September 8, 2016

To: The Lake Bluff Village Board of Trustees: Barbara Ankenman, Steve Christensen, Mark Dewart, Eric Grenier, John Josephitis, William Meyer, and Board President, Kathleen O'Hara

Re: Ordinance amending the Lake Bluff zoning and regulations to establish a process and related regulations for planned mixed-use developments.

Dear Village Board of Trustees,

As 24-year Lake Bluff residents, we have watched and enjoyed our Central Business District's (CBD) expansion and revitalization. Most definitely, Blocks 2 and 3 are overdue for improvement. **We are NOT opposed to redevelopment, be it mixed use or multi family.**

However, like many Village residents, we are completely against any Block 2 or 3 development that would erect buildings over two stories in height. And, we are ardently opposed to the 16-unit, three-story Roanoke Block 3 development proposal. As now presented, the development is far too large, both in scope and height, for the site.

Not only would Roanoke's current proposal be hugely detrimental to the market values of existing homes adjacent to Block 3 negatively impacting the quality of life for these homeowners and their families, the widely admired, quaint essence of downtown Lake Bluff would be harmfully impacted and irreversibly changed. In one form or another, hundreds of Lake Bluff residents have expressed their disapproval for and angst over Roanoke's current proposal to members of the PCZBA and you as trustees.

We respectfully request that you give thoughtful, serious consideration to the many public statements, letters, emails, petitions and comments against this proposal in your decision and vote September 12 on the amended ordinance regarding zoning and regulations for mixed-use developments.

As stated at the beginning of this letter, **we are not opposed to Block 2 or 3's development.** Ideally, we would be ecstatic to witness a Board-wide unanimous vote against the amended ordinance as now worded. However, from the PCZBA's near rubber-stamp recommendation of Roanoke's proposed ordinance and the Board's subdued reaction to that ordinance's first reading, we believe that is an unlikely outcome. Therefore, we request a revision of the Roanoke ordinance, providing a more cooperative and productive solution for all parties impacted by Block 3's redevelopment.

Several straight-forward additions, easily incorporated into the ordinance, would promote development, maintain our CBD's cherished character and generate tax revenue through construction and sale of a more appropriately scaled structure.

The Village has existing code regarding building height, design standards and guidelines within the CBD. What is the purpose of municipal code if it is not adhered to?

We feel adamantly that Section 10-6A-4 regarding building height specifications within the Village's current municipal code must be included, specifically, ***"Except with regard to buildings and structures in CBD block one, no building or structure in the CBD shall exceed thirty feet (30') in height, nor shall any building or structure in the CBD exceed two (2) stories."***

Additionally, language contained within municipal code Section 10-6A-11 Design Standards and Guidelines should be incorporated, specifically: ***"Due to its modest scale, the CBD exhibits an intimacy within the village that is unique among suburban business districts. This extraordinary feature should not be sacrificed as part of revitalization, redevelopment, or remodeling involving new construction or exterior modifications."***

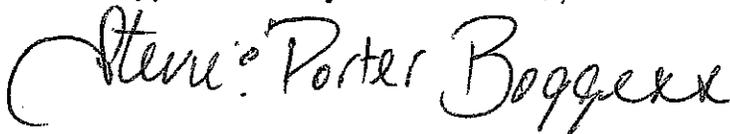
Generally, the design concept for the CBD is an early twentieth century small town district focused on a 'main street', a village green, and a commuter railroad station. Existing buildings and other key physical features of architectural or historic merit should be the standard against which all new developments are measured."

The organization and design of the major elements of the buildings and structures in the CBD should reflect the characteristic rhythm and scale of adjacent and surrounding buildings and structures in order to create a pleasing, composite appearance for the entire CBD."

Having attended PCZBA meetings since February, we have now seen Block 3 proposals from two developers, along with a preliminary, site-appropriate alternative plan from resident Nancy White. If Roanoke feels they are unable to make enough profit from the construction of a two story building, we know other entities, who truly care about our Village and are willing to personally invest in its future, have a viable solution for Block 3. Roanoke's current proposal is not the only option or lifeline.

We implore you, the Village Board, to act to protect the charm of Lake Bluff as well as interests of existing tax payers, and not just in the best interests of an outside developer and the Limited Liability Partnership land owner.

With appreciation for your kind attention,



Stevie and Porter Boggess

Cc: R. Drew Irvin

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

Agenda Item: 13

Subject: A RESOLUTION APPROVING A SITE PLAN FOR EXTERIOR ALTERATIONS
TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY
BUILDING AT 200 ROCKLAND ROAD

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

Originated By: CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY

Referred To: ARCHITECTURAL BOARD OF REVIEW

Summary of Background and Reason For Request:

The Central Lake County Joint Action Water Agency (CLCJAWA) is proposing to make exterior changes to their building at 200 Rockland Road as part of a project to replace the ozone generating equipment inside the plant. The exterior changes include vent louvres, acoustical hoods over some vents, and sound walls by the rooftop chiller and the backwash blower. In a separate project, a new rooftop air conditioner is proposed.

Bill Soucie, Operation Director for CLCJAWA, appeared at the July 12 and September 6 Architectural Board of Review (ABR) meetings. At the July 12 meeting, the ABR voted 4-0 to recommend site plan approval for the rooftop air conditioning unit and also voted 4-0 on a separate motion to recommend approval for the building alterations related to the ozone generating equipment project.

Subsequent to the July 12 meeting, CLCJAWA received a report from an acoustical engineer that they had engaged to measure noise levels; the report indicated that the water plant does not comply with all of the noise standards of the Illinois Pollution Control Board and that revisions to the project design would be necessary to bring the water plant into compliance. Mr. Soucie and Darrell Blennis Jr (Executive Director of CLCJAWA) returned to the ABR on September 6 and presented a revised design that their acoustical engineer has advised will comply with the State noise standards. The new design is described in the attached August 28, 2016 letter from CLCJAWA and includes two steel sound walls to deflect sound from a rooftop chiller and the backwash blowers, acoustical hoods over some louvres, and the relocation of some vents to the rooftop. CLCJAWA will hire a different acoustical engineer to measure noise levels at the completion of the project to verify that the water plant is in compliance. At the September 6 meeting, the ABR voted on one motion to recommend site plan approval for the two steel sound walls and on a separate motion to recommend approval of the other proposed changes, including the vent louvres, acoustical hoods, and rooftop fans and vents. Each motion was approved by a vote of 6-0.

Bill Soucie as well as Village Staff, will be in attendance at the meeting to answer questions from the Board.

Reports and Documents Attached:

1. A copy of a Resolution Approving A Site Plan For Exterior Alterations to the Central Lake County Joint Action Water Agency Building at 200 Rockland Road
2. Two photo illustrations showing proposed rooftop air conditioner
3. Letter from JAWA dated August 28, 2016; and
4. A copy of the September 6, 2016 ABR Staff Report (without Attachments).

ABR's Recommendation: Adoption of the Resolution.

Village Administrator's Recommendation: Adoption of the Resolution.

Date Referred to Village Board: 9/12/2016

RESOLUTION NO. 2016-

**A RESOLUTION APPROVING A SITE PLAN
FOR EXTERIOR ALTERATIONS TO THE
CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY BUILDING**

(200 Rockland Road)

WHEREAS, Central Lake County Joint Action Water Agency ("**Applicant**"), is the owner of that certain property located at 200 Rockland Road within the Village's "S" Service Zoning District ("**Property**"); and

WHEREAS, the Property is improved with a building used for operation of the Applicant's Water Treatment Facility ("**Facility**"); and

WHEREAS, the Applicant desires to complete certain improvements to the Property relating to the exterior elevations of the Facility and the installation of rooftop air conditioning and related equipment at the Facility (collectively, the "**Improvements**"), all as reflected in the site plan attached as Exhibit A ("**Site Plan**"); and

WHEREAS, on July 12, 2016 and September 6, 2016, pursuant to Sections 10-7C-9 and 10-2-8 of the Lake Bluff Zoning Regulations, the Lake Bluff Architectural Board of Review conducted a public hearing and recommended that the President and Board of Trustees approve the Site Plan; and

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

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

Section 1. Recitals.

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

Section 2. Public Hearing.

A public hearing to consider the Applicant's request for approval of the Site Plan was duly noticed pursuant to Section 10-2-8B of the Village's Zoning Regulations and held by the Architectural Board of Review on July 12, 2016 and September 6, 2016, on which date the Architectural Board of Review recommended that the Village Board approve the Site Plan.

Section 3. Approval of the Site Plan.

In accordance with the standards and procedures in Section 10-2-8D of the Zoning Regulations, and subject to and contingent upon the conditions in Section 4 of this Resolution, the Site Plan, consisting of 9 pages prepared by the Applicant and dated August 28, 2016, and two pages showing the proposed rooftop air conditioning unit, all of which are

attached to and incorporated into this Resolution as **Exhibit A**, is approved pursuant to Subsection 10-2-8C of the Zoning Regulations and the home rule powers of the Village.

Section 4. Conditions.

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

A. Compliance with Site Plan The development, use, and maintenance of the Property must be in strict compliance with the Site Plan. In the event of any conflict between the Site Plan and the Original Site Plan as to the Revised Improvements, the Site Plan shall control.

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

C. Verification of Compliance with State Noise Requirements. Upon completion of the Improvements to the Facility, Applicant will promptly provide the Village with written verification from an acoustical engineer that the Facility is in compliance with all applicable State of Illinois requirements concerning the generation of noise.

D. Selection of Paint Color for Sound Wall. Applicant agrees that, prior to painting of the exterior of the new sound wall to be constructed as depicted in the Site Plan, the Applicant will invite the ABR's designated representatives to visit the Facility and view color samples held against the building. The Applicant will then paint the sound wall with the paint color that such representative(s) of the ABR conclude, in their sole discretion, is compatible with the existing exterior color of the Facility.

Section 5. Failure to Comply with Conditions.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Resolution, the Site Plan, or the Zoning Regulations, the approval of the Site Plan granted in Section 3 of this Resolution may, at the sole discretion of the Village Board, by resolution duly adopted, be revoked and become null and void.

Section 6. Effect of Approval.

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

Section 7. Amendments to the Site Plan.

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

Section 8. Effective Date.

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

- i. passage by the President and Board of Trustees in the manner required by law; and
- ii. the filing by the Applicant with the Village Clerk, for recording in the Office of the Lake County Recorder of Deeds, of an unconditional agreement and consent, signed by the Applicant, to accept and abide by each and all of the terms, conditions and limitations set forth in this Resolution. The unconditional agreement and consent must be in the form of Exhibit B attached hereto and by this reference made a part of this Resolution.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent required pursuant to paragraph 8.A.ii of this Resolution within 60 days after the date of passage of this Resolution by the President and Board of Trustees, then, at the option of the President and Board of Trustees by resolution duly adopted, this Resolution shall be of no force or effect and shall be rendered null and void.

PASSED this ___ day of _____, 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

#47965466_v1

Exhibit A

Site Plan

Exhibit B

Applicant's Unconditional Agreement and Consent

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

WHEREAS, Central Lake County Joint Action Water Agency ("**Applicant**"), is the owner of that certain property located at 200 Rockland Road within the Village's "S" Service Zoning District ("**Property**"); and

WHEREAS, the Property is improved with a building used for operation of the Applicant's Water Treatment Facility ("**Facility**"); and

WHEREAS, the Applicant desires to complete certain improvements to the Property relating to the exterior elevations of the Facility and the installation of rooftop air conditioning and related equipment at the Facility (collectively, the "**Improvements**"), all as reflected in the site plan attached as Exhibit A ("**Site Plan**"); and

WHEREAS, on July 12, 2016 and September 6, 2016, pursuant to Sections 10-7C-9 and 10-2-8 of the Lake Bluff Zoning Regulations, the Lake Bluff Architectural Board of Review conducted a public hearing and recommended that the President and Board of Trustees approve the Site Plan; and

WHEREAS, Resolution No. _____, adopted by the President and Board of Trustees of the Village of Lake Bluff on _____, 2016, ("**Resolution**") approves the requested Site Plan for the Property, subject to certain modifications, conditions, restrictions, and provisions; and

WHEREAS, Subsection 8.B of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the Applicant files with the Village Clerk, within 60 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Resolution;

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

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

Dated: _____, 20__.

ATTEST:

By: _____

Its: _____

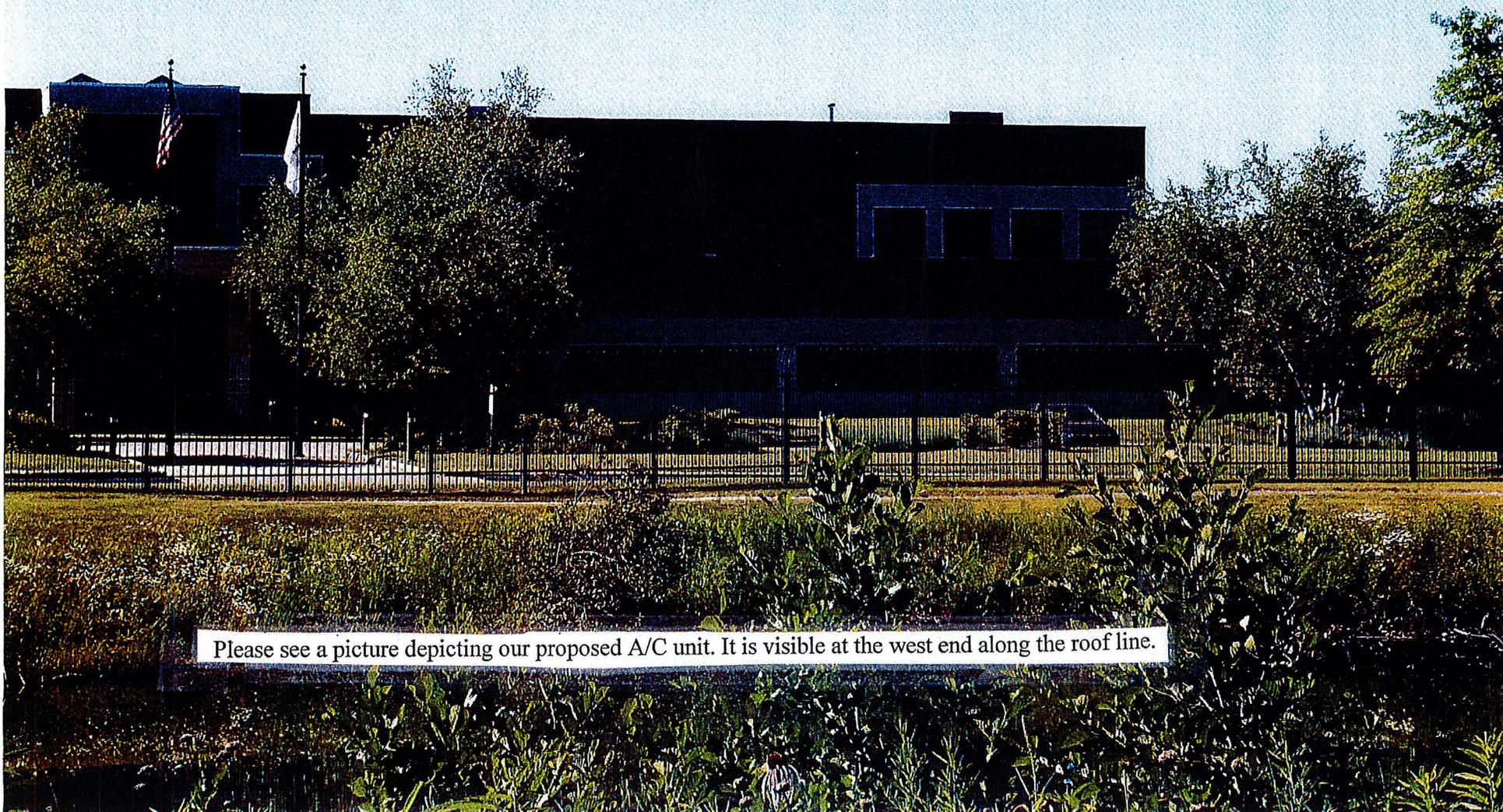
**CENTRAL LAKE COUNTY JOINT WATER
ACTION AGENCY**

By: _____

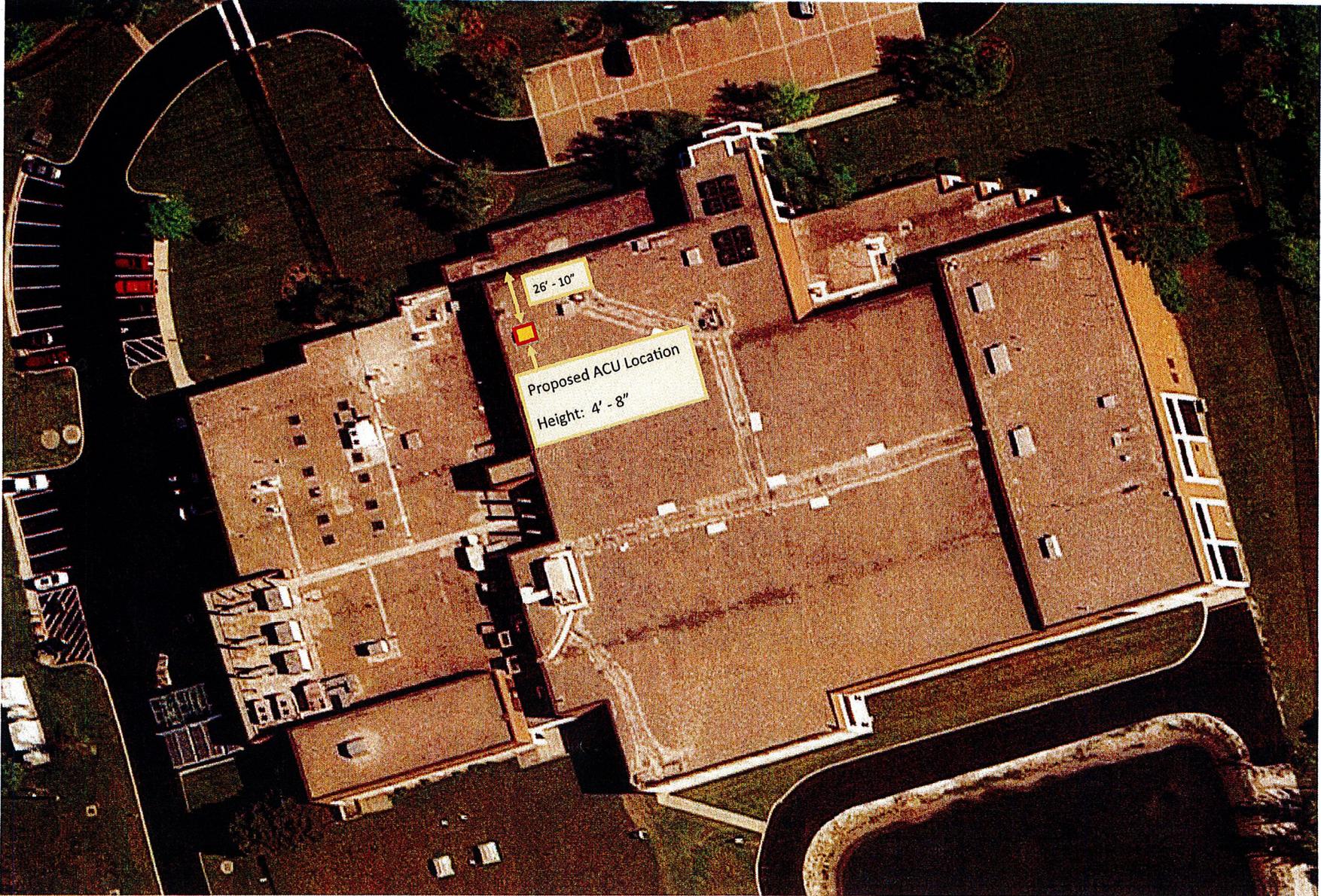
Its: _____

ATTACHMENT 2

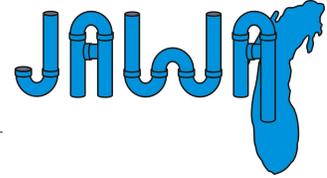
Proposed HVAC Unit



Please see a picture depicting our proposed A/C unit. It is visible at the west end along the roof line.



Central Lake County Joint Action Water Agency



August 28, 2016

Michael Croak
Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044

Dear Mr. Croak:

The Central Lake County Joint Action Water Agency (CLCJAWA) is requesting an appearance before the Lake Bluff Architectural Board of Review (ABR) to consider two items.

We are replacing our ozone disinfection system as a scheduled project in our capital improvement program. The ARB recently approved appearance changes to our east and south elevations in order to accommodate the new equipment. However, the approved building changes no longer represent what is now being planned.

During the building permit process and subsequent to the ABR review, it was determined that CLCJAWA was out of compliance with Illinois sound emission standards (Title 35:H:I:901.102) in some octave bands and at certain times of the day. It was also determined by our acoustical consultant using noise prediction software, that the new ozone system would also exceed standards. As a result, changes are required to the building's appearance to achieve compliance.

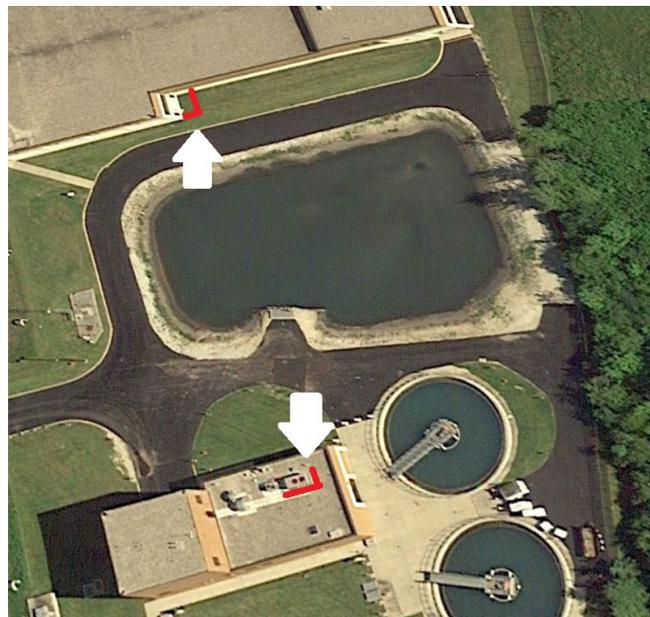
1. Noise Barrier Sound Remediation for Existing Equipment

Backwash Blower Room Inlets/Outlet

This area is located on the south side of the main building. It would be wrapped with a 17' long by 9' wide by 11' tall sound wall that also contains a double door for access. It is shown at the top of the image in red.

Roof Top Chiller

The chiller unit on the roof of our Residual Solids Processing Building requires a sound barrier wall. The proposed wall would wrap around the east and south



sides of the unit and would be perforated inside to absorb sound. The wall would be approximately 20 feet long by 12 feet wide by 8 feet tall. An approximate depiction of the wall is shown at the bottom of the image in red.

Both sound walls will be composed of painted steel and will be perforated inside to absorb sound. CLCJAWA would prefer to use a color similar to that shown in the picture on the right.



2. Required Design Changes for Ozone System Sound Compliance

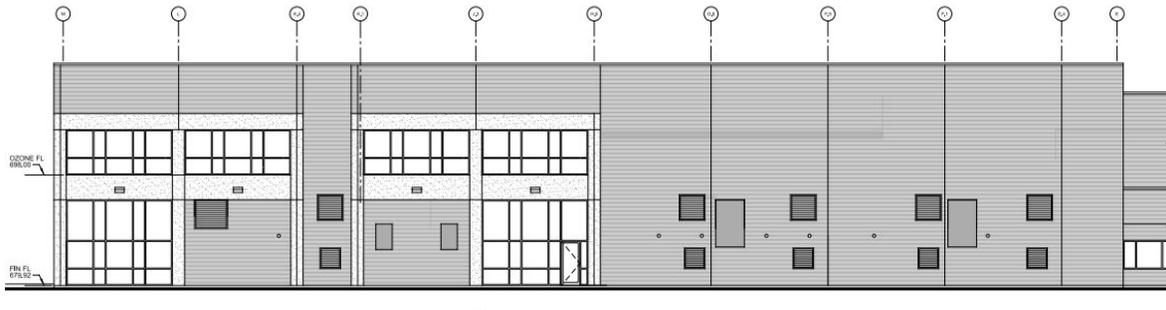
East and South Elevations

The number of previously approved louvers has been reduced in order to direct the sound that would have spilled from them, through the roof and towards the sky. Other louvers will be shielded with acoustical hoods that will extend from the wall and direct sound downwards towards the ground. The pictures on this page show the existing louvers. The top photo is of the building's east elevation. The bottom photo is the building's south elevation.

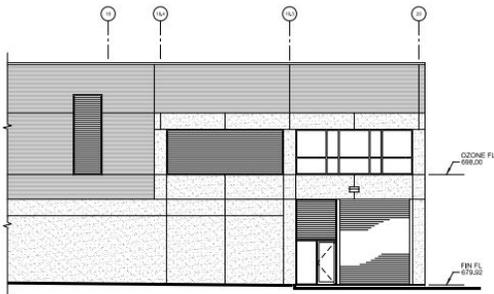


The next page depicts the proposed louvers and hoods on a drawing. The hoods are shown as dark rectangles. They will be colored to match existing building details. Their size is dictated by the required air inlet or exhaust for each piece of equipment or area that they serve.

The two hoods on the right of the drawing will be 66 inches wide, 87 inches tall and will extend 57 inches from the wall. The two hoods on the left of the drawing are 44 inches wide, 65 inches tall and will extend 35 inches from the wall.



E EAST ELEVATION
SCALE: 1/8"=1'-0"
FILE: 1086A1000A400



F SOUTH ELEVATION
SCALE: 1/8"=1'-0"
FILE: 1086A1000A400

Roof Fans

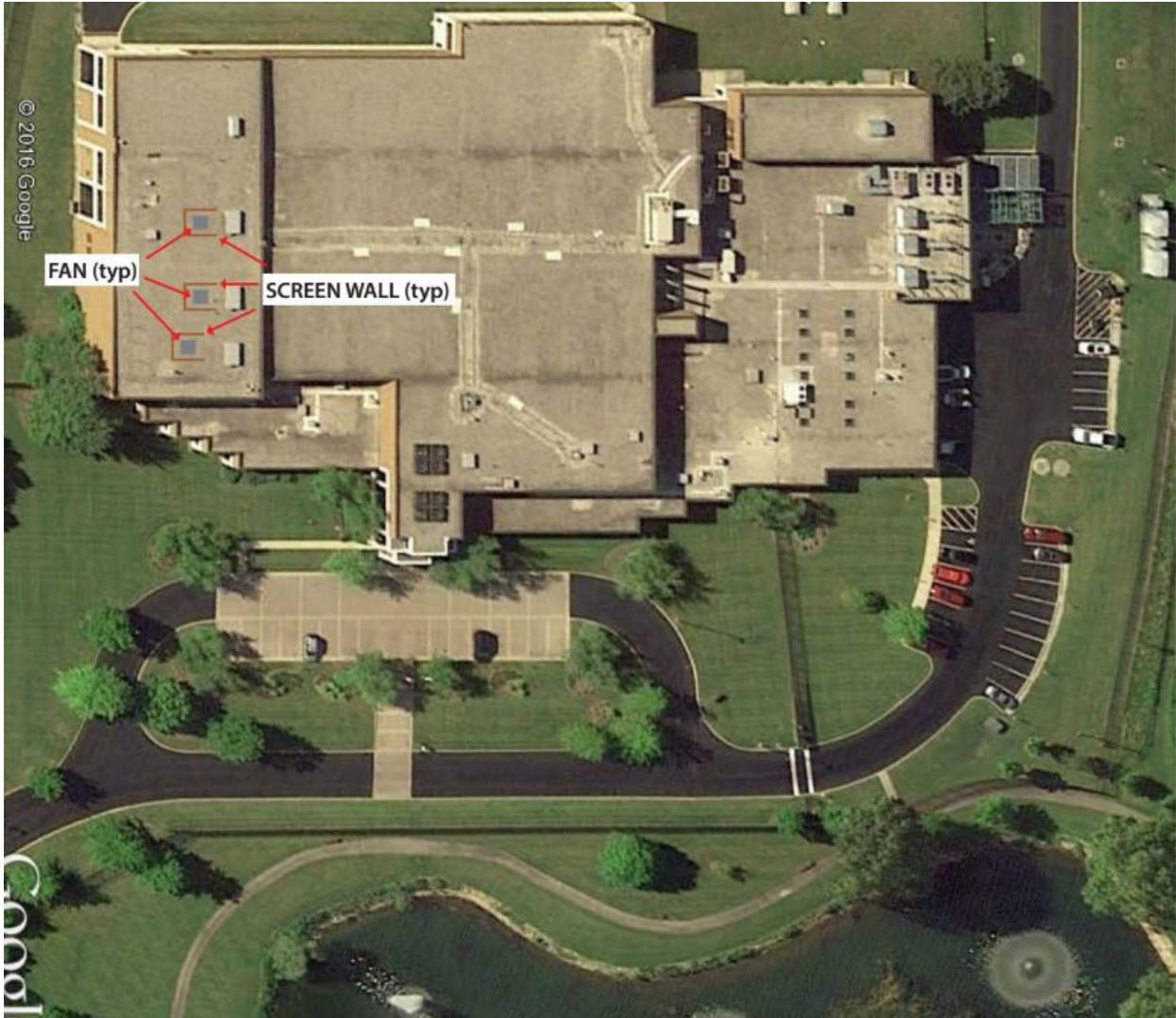
Fans that previously vented out of the east elevation will be relocated to the roof. It is the desire of CLCJAWA not to provide a visual barrier for these fans because of the numerous additional roof penetrations that will be required, maintenance, wind load concerns, appearance and cost. This fans can be ordered with a powder coating. Based on previous ABR preferences, we would recommend concrete gray or similar color.



In order to assess the appearance of these fans alone or the fans obstructed with a screen wall, the following images are presented. The first image depicts an aerial view of the water treatment facility and the location of the needed fans (and visual barriers if required by the ABR). The bottom of the picture faces north.

Two roof mounted fans will be approximately 6.5 feet wide, 6.5 feet long and 4 feet tall. The third will be 7.5 feet wide, 7.5 feet long and 4 feet tall.

Each vision barrier wall would be approximately 5 feet tall, 17 feet long and will be located on the east, north, and south sides of each fan. The size of the screen walls is larger than the equipment to allow maintenance access. If required by the ABR, the color would be as requested by the ABR.



Existing Close-Up View from Driveway (With employees standing in approximate fan area)



Proposed Close-Up View from Driveway (Fans Alone)



Close-Up View from Driveway with Screened Fans



Existing East Elevation View (With employees standing in approximate fan area)



Proposed East Elevation View (Fans Alone)



East Elevation View with Screened Fans



Existing North Elevation Bike Path View (With employees standing in approximate fan area)



Proposed North Elevation Bike Path View (Fans Alone)



North Elevation Bike Path View with Screened Fans



VILLAGE OF LAKE BLUFF**Memorandum**

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

FROM: Mike Croak, Building Codes Supervisor

DATE: September 6, 2016

SUBJECT: **Agenda Item #6 -- A Public Hearing to Consider a Site Plan to Review Exterior Alterations to the Central Lake County Joint Action Water Agency Building at 200 Rockland Road**

Bill Soucie of the Central Lake County Joint Action Water Agency (CLCJAWA) appeared before the ABR at the July 12 meeting and received a favorable recommendation for the proposed building alterations. Since then CLCJAWA has had a sound engineer measure the existing noise levels outside the water plant and found they aren't in compliance with State standards. Therefore, they have submitted a revised design that will bring the plant into compliance.

The proposed revisions include a 17' long by 9' tall sound wall on the south side of the building, an 8' tall sound wall on the roof of the Solids Processing Building, and the re-location of some vents from the walls to the roof.

Recommendation:

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

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

Bill Soucie, Operations Director for CLCJAWA, and Village Staff will be in attendance at Tuesday's meeting to respond to questions from the ABR. If you should have any questions regarding this matter, please feel free to contact me at 847-283-6885.

Attachments:

- Letter dated 8/28/2016 with photo illustrations

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

Agenda Item: 14

Subject: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH PETER BAKER & SON CONSTRUCTION AND WAIVER OF COMPETITIVE BIDDING TO COMPLETE MISCELLANEOUS ASPHALT PATCHING AND TRAIL REPAIRS

Action Requested: ADOPTION OF RESOLUTION (Roll Call Vote)

Originated By: VILLAGE ENGINEER

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

The Village's FY16-17 Budget designates funds for making improvements to the asphalt pavement around the Fire Training Building at the Public Works Center as well as for resurfacing of a portion of the asphalt trail running north of the Lake Bluff Elementary School on the west side of Green Bay Road.

At the request of the Village, Peter Baker & Son Construction assessed the existing conditions of the pavement for the projects, made recommendations on the cost effective ways to repair the pavement, and prepared a proposal for the recommended work. Peter Baker and Son Construction submitted a proposal and the Village Engineer recommends the Village Board approve a contract in the amount of \$59,386.45 to complete the project. The work includes the repaving of 630 square yards of asphalt around the Fire Training Building and resurfacing approximately 1,510 lineal feet of the trail from the Lake Bluff Elementary School property to the south side of Belle Foret Drive.

The Village's FY16-17 Budget contains \$25,000 for pavement repairs at the Public Works Center and \$30,000 for the asphalt trail resurfacing for a total of \$55,000. The Village Engineer recommends the Village Board waive the competitive bidding process, allocate an additional \$4,386.45 to the project, and award the contract to Peter Baker and Son Construction for the amount of \$59,386.45.

Reports and Documents Attached:

1. Resolution authorizing the execution of a contract with Peter Baker and Son; and
2. Proposed Construction Contract for the project

Village Administrator's Recommendation: Adoption of Resolution

Date Referred to Village Board: 9/12/2016

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH PETER BAKER & SON CONSTRUCTION AND WAIVER OF COMPETITIVE BIDDING TO COMPLETE MISCELLANEOUS ASPHALT PATCHING AND TRAIL REPAIRS

WHEREAS, the Village's Purchasing Policy and Procedures Manual provides for the solicitation of competitive bids for the construction of public works projects in excess of \$20,000; and,

WHEREAS, the Village received recommendations and a proposal from Peter Baker and Son Construction of Lake Bluff, Illinois to complete the work; and,

WHEREAS, the Village Engineer has reviewed the proposal and compared the costs to the previously competitively bid Municipal Partnering Initiative Asphalt Patching Project completed earlier this year and found the per unit pricing comparable; and,

WHEREAS, Peter Baker & Son Company submitted a proposal to complete the work at a total unit price extended amount of \$59,386.45; and,

WHEREAS, funds are included in the Village's FY 2016/2017 budget for the projects making up the miscellaneous asphalt paving project; and,

WHEREAS, the Village Engineer recommends waiving the competitive bidding process and awarding the contract to Peter Baker & Son Company of Lake Bluff, Illinois.

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

1. The Village Board of Trustees hereby waives the competitive bidding process and awards the FY2016/17 Miscellaneous Asphalt Paving Project to Peter Baker & Son Company of Lake Bluff, Illinois.
2. The Village Administrator and/or Village President are hereby authorized and directed to execute a construction contract in a form acceptable to the Village Attorney with Peter Baker & Son Company of Lake Bluff, Illinois to complete the FY2016/17 Miscellaneous Asphalt Paving Project at a total extended unit price amount of \$59,386.45.

PASSED this 12th day of September, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: 0

NAYS: 0

ABSENT: 0

APPROVED this 12th day of September, 2016.

Village President

ATTEST:

Village Clerk

VILLAGE OF LAKE BLUFF

CONTRACT
FOR
2016 MISCELLANEOUS PAVING PROJECT

Full Name of Bidder : Peter Baker & Son Company (Firm Name) ("**Bidder**")
Principal Office Address: 1349 Rockland Road, P.O. Box 187, Lake Bluff, Illinois 60044-0187
Local Office Address: 1349 Rockland Road, P.O. Box 187, Lake Bluff, Illinois 60044-0187
Contact Persons: John Dosemagen/Peter Baker Telephone Number: 847-514-4242

TO: Village of Lake Bluff ("**Village**")
40 East Center Avenue
Lake Bluff, Illinois 60044
Attention: Village Engineer

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including, Addenda which are attached to the end of this contract.

1. Work Proposal

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

- 1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2016 MISCELLANEOUS PAVING PROJECT
- 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

- 4. Taxes. Pay all applicable federal, state, and local taxes;
- 5. Miscellaneous. Do all other things required of Bidder by this Contract; and
- 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. The Bidder proposes and agrees, that all Work shall be fully provided, performed, and completed in accordance with the plans and specifications attached hereto and by this reference made a part of this Contract attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

The Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in the Bidders Proposal (Exhibit A) incorporated into

the Work by the Unit Price set forth for such Unit Price Item:

TOTAL CONTRACT PRICE (in writing) Lake Bluff
Portion: **FIFTY-NINE THOUSAND, THREE HUNDRED AND EIGHTY SIX DOLLARS AND FORTY-FIVE CENTS.**

TOTAL CONTRACT PRICE (in figures) Lake Bluff
Portion: **\$59,386.45**

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All unit prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the Village's estimate only, that the Village reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made 30 days of receipt of an acceptable request for payment from the bidder.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

The Bidder proposes, and agrees, that Bidder shall commence the Work within 14 days following the Village's acceptance of this Contract provided Bidder shall have furnished to the Village all bonds and all insurance certificates

specified in this Contract. The Bidder shall perform the Work diligently and continuously **and shall complete the work in accordance with the schedule** as provided in the Contract Specifications. Delays caused by the Village shall extend the Time of Performance.

4. Financial Assurance

A. Bonds. The Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract.

B. Insurance. The Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth in the Contract Specifications. Such policies shall be in form, and from companies, acceptable to the Village.

C. Indemnification. The Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. The Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract within 45 days after the date this sealed Agreement is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract including, without limitation, the performance standards set forth in Specifications of this Contract and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to

time, including without limitation [the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Village's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract; any other prevailing wage laws; 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; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property 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 Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract 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.

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

Bidder's Status: () _____ Corporation () _____ Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal)
 (if corporation)

Printed Name: _____

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lake Bluff ("**Village**") this _____ day of _____. This Acceptance, together with the Contract, Proposal, Plans, and Specifications attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LAKE BLUFF

By: _____
Drew Irvin, Village Administrator

Peter Baker & Son Co.

**1349 Rockland Road
P.O. Box 187
Lake Bluff, IL 60044-0187**

Established 1915
Lake Bluff • Lakemoor • Marengo • North Chicago

**Phone: (847) 362-3663
Fax: (847) 362-0707**

To: Village Of Lake Bluff	Contact:
Address: 40 E. Center Ave. Lake Bluff, IL 60044	Phone: (847) 234-0774
Project Name: LAKE BLUFF PUBLIC WORKS YARD, BIKE PATH, AND PATCHING	Bid Number: 16402
Project Location: LAKE BLUFF, IL	Bid Date: 9/8/2016

We are pleased to submit these prices for your consideration.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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A. PUBLIC WORKS AREA 1

1	PULVERIZE AND RE-SPREAD MATERIALS	630.00	SY	\$10.60	\$6,678.00
2	HMA BINDER COURSE, N50, 2.5"	91.00	TON	\$113.00	\$10,283.00
3	HMA SURFACE COURSE, N50, 1.5"	55.00	TON	\$115.00	\$6,325.00
Total Price for above A. PUBLIC WORKS AREA 1 Items:					\$23,286.00

B. BIKE PATH AREA 1

4	PULVERIZE AND RE-GRADE	839.00	SY	\$11.55	\$9,690.45
5	HMA SURFACE COURSE, N50, 3"	145.00	TON	\$178.00	\$25,810.00
6	TRUCATED DOME PANELS	3.00	EACH	\$200.00	\$600.00
Total Price for above B. BIKE PATH AREA 1 Items:					\$36,100.45

C. BIKE PATH AREA 2

7	PULVERIZE AND RE-GRADE	334.00	SY	\$10.60	\$3,540.40
8	HMA SURFACE COURSE, N50, 3"	58.00	TON	\$163.00	\$9,454.00
9	TRUCATED DOME PANELS	2.00	EACH	\$200.00	\$400.00
Total Price for above C. BIKE PATH AREA 2 Items:					\$13,394.40

D. PAVEMENT PATCHING

10	PAVEMENT PATCHING 4"	49.00	SY	\$172.00	\$8,428.00
Total Price for above D. PAVEMENT PATCHING Items:					\$8,428.00

Total Bid Price: \$81,208.85

\$59,386.45

Notes:

- Final payment is to be made by applying the above unit prices to the actual quantities as measured in place.
- Taxes are not included.
- Prices do not include prime.
- Any and all Construction Layout, Licenses, Bonds, Permits and Fees are to be provided by others.
- Peter Baker & Son Company utilizes all union operating engineers, laborers and teamsters.
- Bituminous QC Testing is included for our work only.
- If this proposal is not accepted within 20 days of the proposal date, then all prices may be void and subject to change.
- All brush and trees are to be cut back by village crews to accommodate equipment on bike path.
- All materials are to be left on site.
- All restoration by others.
- Area 1 on the bike path must be accepted in order for option two to be valid.
- Pavement patching is for three patches in various locations. Price includes removal of temp stone and 4" HMA replacement.

- Prices good for work completed by November 18, 2016. For any work completed after this date, we reserve the right to renegotiate the above prices.
- No pay item may be deleted without our approval. Quote is based on performing all work unless otherwise noted.

Payment Terms:

Final Payment shall be made within (30) days after completion of the job. (1-1/2% Interest Per Month thereafter)

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Peter Baker And Son Co.</p> <p>Authorized Signature: </p> <p>Estimator: John Dosemagen (224) 424-4296 jdosemagen@peterbaker.com</p>
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Legend

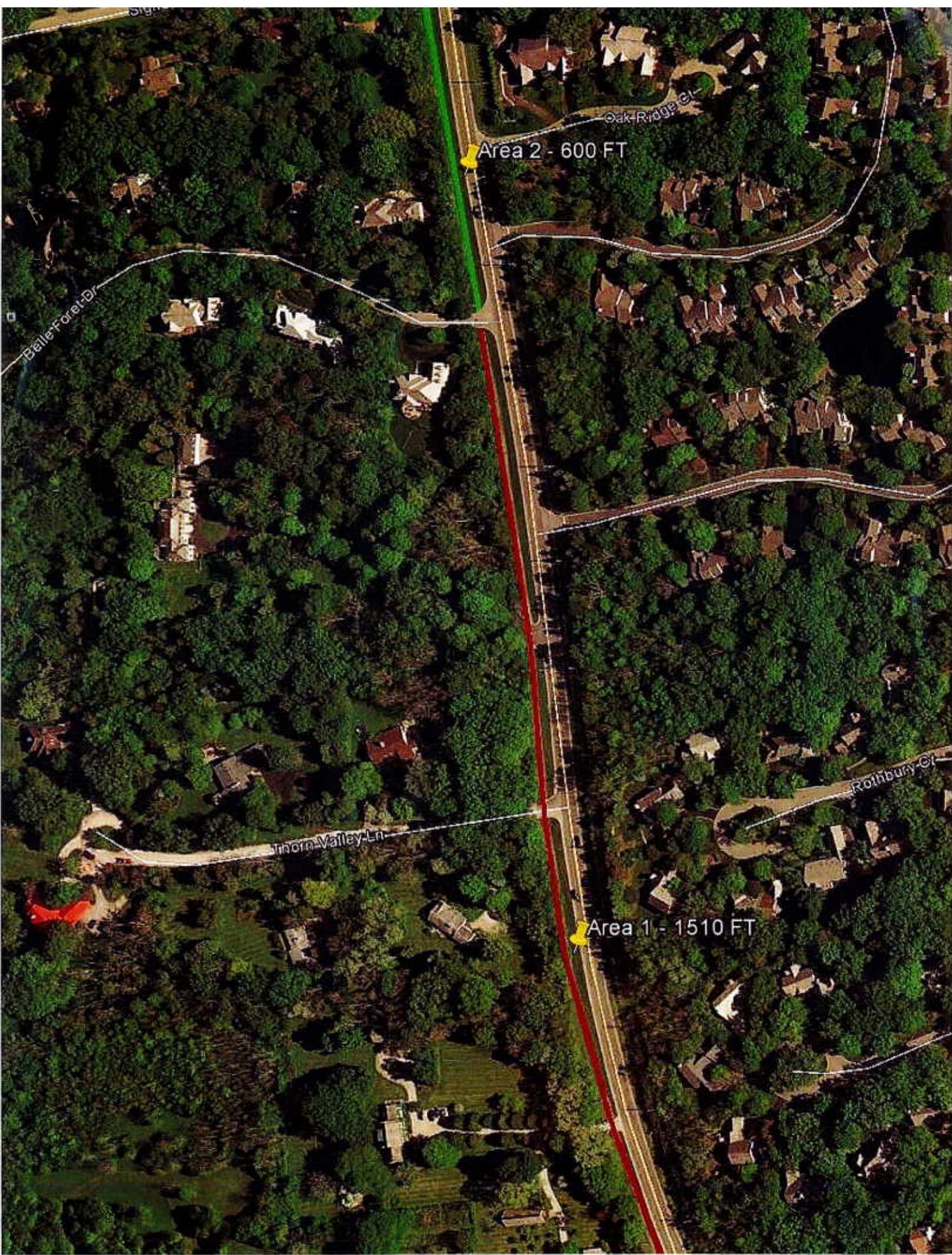
-  630 SY
-  Untitled Path
-  Untitled Polygon



100 ft



Google earth



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

Agenda Item: 15

Subject: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT AND WAIVER OF COMPETITIVE BIDS TO COMPLETE THE EMERGENCY REPAIR OF MOFFETT ROAD

Action Requested: ADOPTION OF RESOLUTION (Roll Call Vote)

Originated By: VILLAGE ENGINEER

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

In 2016 the Village has received a total of six proposals for temporary repairs to Moffett Road at the land bridge slope failure located just south of the intersection of Moffett Road and East Witchwood Lane. After monitoring the slope failure for the past year and reviewing the latest submitted proposals, it is recommended by the Village Engineer that the Village waive competitive bidding and enter into a construction contract with V3 Construction Group, LTD. of Woodridge Illinois for a lump sum fee of \$93,987 to construct the temporary repairs to the Moffett Road land bridge.

The proposed repairs include the installation of a temporary sheet piling wall at the bottom of the slope, filling the eroded area with riprap, re-setting the guard rail, replacing a 50' section of curb and gutter, and repairing the damaged portion of the asphalt street. The repairs are intended to provide a stable roadway until the slope can be permanently repaired and regraded, which is scheduled to take place in 2018, as previously discussed by the Village Board.

Reports and Documents Attached:

1. A copy of the resolution; and
2. A copy of the proposed construction contract

Village President's Recommendation:

Village Administrator's Recommendation: Adoption of Resolution

Date Referred to Village Board: 9/12/2016

RESOLUTION NO. 2016-**A RESOLUTION AUTHORIZING THE WAIVER OF COMPETITIVE BIDS AND THE EXECUTION OF A CONTRACT WITH V3 CONSTRUCTION GROUP LTD. OF WOODRIDGE, ILLINOIS, FOR THE EMERGENCY REPAIRS TO THE MOFFETT ROAD LAND BRIDGE**

WHEREAS, the Village's Purchasing Policy and Procedures Manual provides for the solicitation of competitive bids for the construction of public works projects in excess of \$20,000; and,

WHEREAS, the Moffett Road land bridge is in need of emergency repairs; and,

WHEREAS, the Village has received six proposals outside of the competitive bidding process for the Emergency Repairs of the Moffett Road Land Bridge; and,

WHEREAS, it is in the opinion of the Village Engineer that a proposal from V3 Construction Group best suits the Village's need for a temporary repair; and,

WHEREAS, the proposal from V3 Construction Group is for a lump sum amount of \$93,987.00; and,

WHEREAS, the Village has within its FY 2018 budget \$192,300 of uncommitted funds for the project; and,

WHEREAS, the Village Engineer recommends waiving the competitive bidding process and awarding the contract to V3 Construction Group of Woodridge, Illinois.

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

1. The Village Board of Trustees hereby waives the competitive bidding process and awards the Emergency Repairs to the Moffett Road Land Bridge project to V3 Construction Group, LTD. of Woodridge, Illinois.
2. The Village Administrator and/or Village President are hereby authorized and directed to execute a contract in a form acceptable to the Village Attorney with V3 Construction Group, LTD of Woodridge, Illinois to complete the Emergency Repairs to the Moffett Road Land Bridge project at a total price of \$93,987.00.

PASSED this 12th day of September, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (0)

NAYS: (0)

ABSENT: (0)

APPROVED this 12th day of September, 2016.

Village President

ATTEST:

Village Clerk

VILLAGE OF LAKE BLUFF

CONTRACT
FOR
EMERGENCY REPAIRS TO THE MOFFETT ROAD LAND BRIDGE PROJECT

Full Name of Bidder : V3 CONSTRUCTION GROUP, LTD (Firm Name) ("**Bidder**")
 Principal Office Address: 7325 JANES AVENUE, WOODRIDGE, IL 60517
 Local Office Address: _____
 Contact Person: DIANNA JOHNSON Telephone Number: 630-724-9200

TO: Village of Lake Bluff ("**Village**")
 40 East Center Avenue
 Lake Bluff, Illinois 60044
 Attention: Drew Irvin
 Village Administrator

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including, Addenda which are attached to the end of this contract.

1. Work Proposal

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Emergency Repairs to the Moffett Road Land Bridge**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. The Bidder proposes and agrees, that all Work shall be fully provided, performed, and completed in accordance with the plans and specifications attached hereto and by this reference made a part of this Contract attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

2. Contract Price Proposal

The Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in the Bidders Proposal (attached) incorporated into the Work by the Unit Price set forth for such Unit Price Item:

TOTAL CONTRACT PRICE (in writing):

NINETY THREE THOUSAND NINE HUNDRED AND EIGHTY-SEVEN DOLLARS AND 00/100

TOTAL CONTRACT PRICE (in figures):

\$93987.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All unit prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the Village's estimate only, that the Village reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made 30 days of receipt of an acceptable request for payment from the bidder.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

The Bidder proposes, and agrees, that Bidder shall commence the Work diligently following the Village's acceptance of this Contract provided Bidder shall have furnished to the Village all bonds and all insurance certificates specified in this Contract. The Bidder shall perform the Work diligently and continuously and shall complete the Work not later than October 31st, 2016. Delays caused by the Village shall extend the Time of Performance.

4. Financial Assurance

A. Bonds. The Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract.

B. Insurance. The Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth in General Provisions. Such policies shall be in form, and from companies, acceptable to the Village.

C. Indemnification. The Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. The Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract within 45 days after the date this sealed Agreement is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract including, without limitation, the performance standards set forth in Subsection 1B of this Contract and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in

compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation [the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Village's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract; any other prevailing wage laws; 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; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property 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 Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract 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.

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

Bidder's Status: (X) ILLINOIS Corporation () _____ Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: V3 CONSTRUCTION GROUP LTD

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal)
 (if corporation)

Printed Name: _____

Title/Position: _____

Bidder's Business Address: 7325 JANES AVENUE

WOODRIDGE, ILLINOIS 60517

Bidder's Business Telephone: (630) 724-9200 Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lake Bluff ("**Village**") this _____ day of _____. This Acceptance, together with the Contract, Proposal, Plans, and Specifications attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LAKE BLUFF

By: _____
Drew Irvin, Village Administrator



To:	Village of Lake Bluff	Contact: Jeff Hansen, P.E.
Address:	40 East Center Avenue Lake Bluff, Illinois 60044	Phone: 847.234.7254 Email: jhansen@lakebluff.org
Project Name:	Moffett Road Slope Stabilization	Ref #: B16-113
Location:	Lake Bluff, Illinois	Date: 9/2/2016

V3 Construction Group, Ltd. proposes to execute the following work:

OPTION 1		
1.00 SLOPE STABILIZATION		\$ 93,987.00
PROPOSAL TOTAL:		\$ 93,987.00

Project Notes:

- 1.0 This is a lump sum proposal. Quantity and unit rates given for scope comparison purposes only.
- 2.0 This proposal is valid for 30 days from the date of estimate above.
- 3.0 This is a "balanced site" proposal. No monies have been provided for the import or export of soils materials. CCDD testing is not provided for in this estimate.
- 4.0 This proposal specifically excludes: bonds, permits, special insurance (waiver of subrogation, pollution liability insurance), testing including QC/QA, handling or disposal of hazardous materials or non-hazardous special waste material, compaction or material testing, excavation / backfill for buried obstructions at sheetpile location, erosion control blanket, rock excavation, & removal of buried debris or foundations.
- 5.0 Additional excavation and fill work in cut areas below the proposed subgrade elevations and in fill areas below stripped elevation, where directed to remove soft, unsuitable or unstable materials (Undercut Excavation) is not provided for in this estimate.
- 6.0 This proposal is for the temporary stabilization of a 50FT section of Moffett Road as shown in the attached scope exhibit. It is our understanding that full reconstruction of the existing failed slope and headwall will be completed by others in the near future.
- 7.0 This proposal is for the work outlined in the attached exhibit and schedule of values. V3 warrants that the proposed solution will mitigate slope failure due to the erosive action of surface water flowing from the roadway area down the slope to the ravine bottom only. Mitigation of slope failure attributable to any other underlying causes are specifically excluded from the this scope of this proposal and are likewise excluded from any warranty offered by V3.
- 8.0 We anticipate 10 working days with daily lane closures.

Payment & Contract Notes:

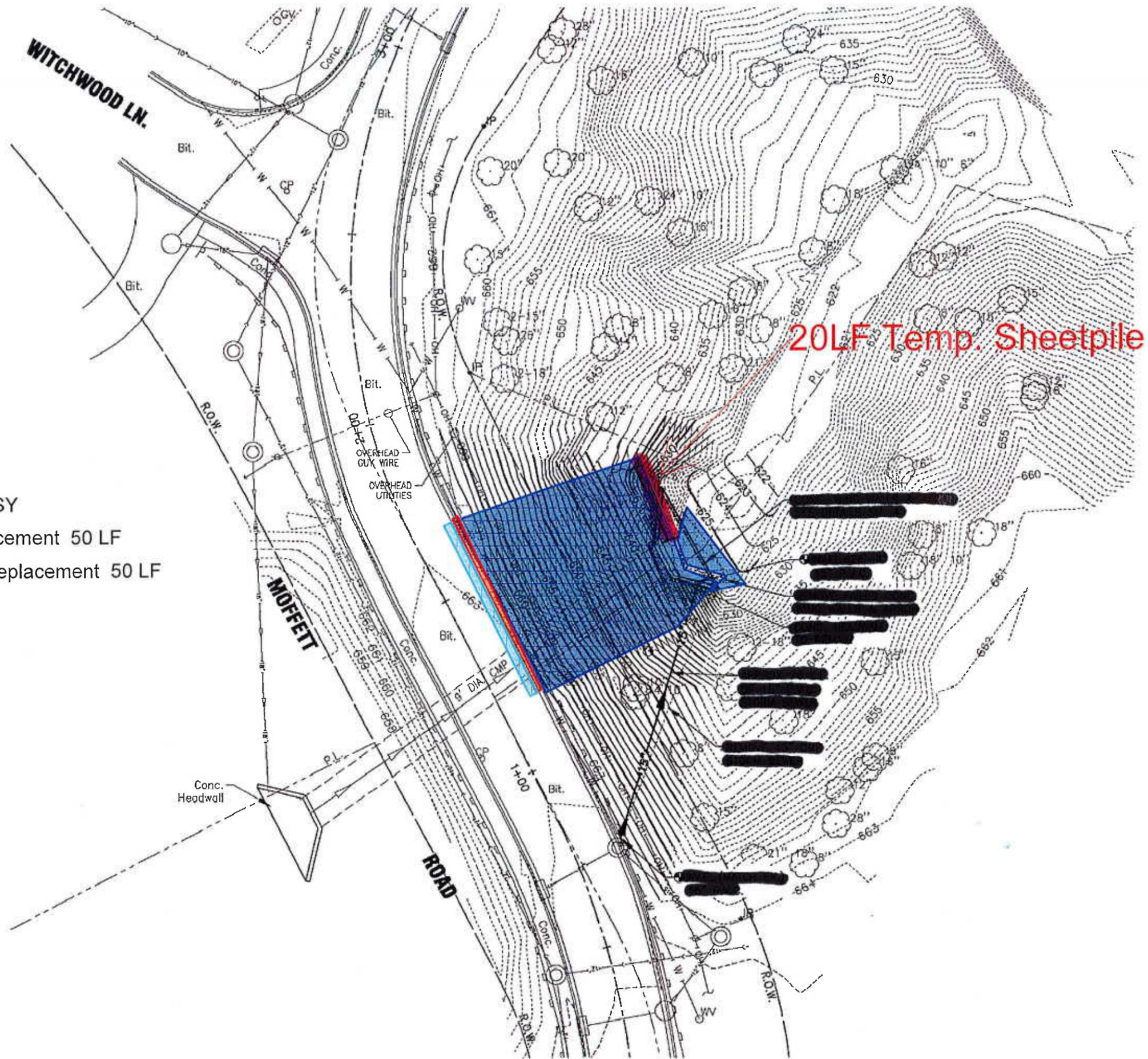
- 1.0 Net payment is due upon receipt of invoice.
- 2.0 Invoices unpaid after thirty (30) days will incur a finance charge of three percent (3.0%) per month.
- 3.0 Final payment, including any retained monies, is due immediately upon satisfactory completion of the work and receipt by purchaser of the final invoice.
- 4.0 This proposal constitutes the entire agreement between the purchaser and V3 Construction Group, Ltd.
- 5.0 This contract is limited to the work identified. Any additional work will be agreed to by change order and made a part of this agreement.

<p>ACCEPTED: <i>The above prices, specifications and conditions are satisfactory and hereby accepted.</i></p> <p>Purchaser: <u>Village of Lake Bluff</u></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Date: _____</p>	<p>CONFIRMED: <i>The above prices, specifications and conditions are satisfactory and hereby confirmed.</i></p> <p>Seller: <u>V3 Construction Group, Ltd.</u></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Date: _____</p>
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To: Village of Lake Bluff		Contact: Jeff Hansen, P.E.			
Address: 40 East Center Avenue Lake Bluff, Illinois 60044		Phone: 847.234.7254 Email: jhansen@lakebluff.org			
Project Name: Moffett Road Slope Stabilization		Ref #: B16-113			
Location: Lake Bluff, Illinois		Date: 9/2/2016			
1.00	SLOPE STABILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10	DEMOLITION				
1.11	Remove Existing Guardrail	50.000	LF	\$ 25.00	\$ 1,250.00
1.12	Remove Existing Roadway Pavement	12.000	SY	\$ 74.75	\$ 897.00
1.13	Remove Existing Curb & Gutter	50.000	LF	\$ 15.25	\$ 762.50
1.14	Sawcut Pavement	50.000	LF	\$ 6.25	\$ 312.50
1.15	Tree & Brush Removal	1.000	LSUM	\$ 4,500.00	\$ 4,500.00
1.20	SLOPE STABILIZATION				
1.21	Mobilization	1.000	LSUM	\$ 12,500.00	\$ 12,500.00
1.22	Traffic Control	1.000	LSUM	\$ 2,600.00	\$ 2,600.00
1.23	Install Sheetpile Stabilization Panel	200.000	SFF	\$ 80.00	\$ 16,000.00
1.24	Install RR-4 Slope Stabilization	270.000	SY	\$ 150.00	\$ 40,500.00
1.30	ROADWAY RECONSTRUCTION				
1.31	HMA Roadway Patch	12.000	SY	\$ 225.00	\$ 2,700.00
1.32	Guardrail Replacement	50.000	LF	\$ 155.00	\$ 7,750.00
1.33	Curb Installation	50.000	LF	\$ 70.00	\$ 3,500.00
1.34	Reestablish Shoulder	50.000	LF	\$ 14.30	\$ 715.00
PROPOSAL TOTAL					\$ 93,987.00

- Limits of Rip Rap 270 SY
- Curb Removal & Replacement 50 LF
- Roadway Removal & Replacement 50 LF



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

Agenda Item: 16

Subject: AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE 3 OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE CONCERNING THE CLASS L AND W LIQUOR LICENSES

Action Requested: FIRST READING APPROVAL (Roll Call Vote)

Originated By: LIQUOR COMMISSIONER

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

From time to time, the Village receives inquiries from non-local non-profit/civic groups and catering establishments outside of the Village limits regarding liquor licenses. Presently, the Liquor Regulations of the Village do not provide classes of licenses to serve these groups. In order to fill this gap as well as improve the flexibility and enforceability of the Liquor Regulations, the Village Liquor Commissioner is recommending the following amendments to the Liquor Code:

1. Waiving the initial application fee for the Class L and W Event Licenses;
2. Striking the requirement that at least one officer of the requesting organization be a resident of the Village and sign the application for the Class L special events license;
3. Eliminating the language in the Class W license that limits applicants to those who hold a valid Village Food and Beverage license;
4. Adding flexibility to the Class W license by creating a Class W Event license that would allow applicants to seek, in addition to the current annual license for \$500, a \$50 per event license that the Liquor Commissioner could issue in process similar to that of the current special events license. The draft ordinance limits applicants to no more than 4 "event" licenses per calendar year.

The Village Attorney and Village Staff will be available to answer questions from the Board.

Reports and Documents Attached:

1. Ordinance Amending the Village's Liquor Code.

Liquor Commissioner's Recommendation: Consider approval of the ordinance.

Village Administrator's Recommendation: Consider approval of the ordinance.

Date Referred to Village Board: 9/12/2016

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING
TITLE 3 OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
CONCERNING THE CLASS L AND W LIQUOR LICENSES**

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
TITLE 3 OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
CONCERNING THE CLASS L AND W LIQUOR LICENSES**

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

WHEREAS, pursuant to Section 8 of Chapter 2 of Title 3 of the Village Code of the Village of Lake Bluff, Illinois, the Village regulates the number, kind, and classification of licenses for retail sale and delivery of alcoholic liquor ("**Liquor Regulations**"); and

WHEREAS, the Village desires to amend the Liquor Regulations to update and clarify the requirements for Class L and W liquor licenses to improve the efficiency and enforceability of the Liquor Regulations; and

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

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

Section 1. Recitals.

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

Section 2. Amendments to Section 1-12-3 of the Village Code.

The portion of the table titled "Liquor Licenses," in the table titled "License Fees," in Section 3 entitled, "Schedule of Fees, Charges and Rates," of Chapter 12 entitled "Comprehensive Fee Schedule," of Title 1 entitled, "Administration," of the Lake Bluff Municipal Code, shall be and it is hereby amended as follows:

Description	Amount	Municipal Code Provision
Liquor licenses:		
Initial application fee (<u>does not apply to applications for Class L or W Event Licenses</u>)	250 .00	3-2-4B
Annual license fees; fees for all liquor licenses, except class L, that are issued on or after November 1 shall be prorated on a semiannual basis:		3-2-9

	Class A	2,500 .00	
	Class B	940 .00	
	Class C	2,500 .00	
	Class D	2,500 .00	
	Class L	30 .00 per event	
	Class P	No charge	
	Class R	\$1,250 .00	
	Class S	1,250 .00	
	Class T	1,250 .00	
	Class U	1,250 .00	
	Class V	2,750 .00	
	Class W <u>Annual License</u>	500 .00	
	<u>Class W Event License</u>	<u>50.00</u>	
	Class X	500 .00	
	Class Y	1,000 .00	
	Class Z	275 .00	
	Class AA	\$250.00, provided that this charge will be waived for holders of an existing village liquor license	

Section 3. Amendments to Section 3-2-8 of the Village Code.

Section 8, entitled "Classes of Licenses," of Chapter 2, entitled "Liquor Control," of Title 3, entitled "Business and License Regulations," of the Lake Bluff Municipal Code, shall be and it is hereby amended as follows:

"3-2-8: Every person engaged in the retail sale of alcoholic liquor in the village shall possess a license of one of the following classes:

* * *

E. Class L, special events license, which shall authorize the retail sale of alcoholic liquor by educational, political, civic, fraternal, religious or other nonprofit organizations, at a picnic, outing, festival or other such similar special event only for consumption on the premises or within the area specifically

designated in such license and shall in no event be valid for more than forty eight (48) hours. ~~At least one officer of the organization must be a resident of the village and must sign the license application.~~ Satisfactory evidence from the owner of the premises shall be furnished showing the authorization to the applicant for the use of said premises, including the sale of alcoholic liquor, for the period for which the license is requested. No applicant may apply for more than four (4) class L licenses in any calendar year.

* * *

L. **Caterer's License**

1. Class W Annual License, available only to holders of a valid village food and beverage license, which shall authorize the retail sale of alcoholic liquor by eating establishments caterers solely between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight, in connection with, and as an incidental part of, the catering of food for private events at a premises not otherwise licensed for the retail sales of alcoholic liquor. A "private event" shall be defined as an event not available to the general public except by appointment or special invitation. A licensee with a Class W Annual License does not need a separate Class W license for each private event.

2. Class W Event License, which shall authorize the retail sale of alcoholic liquor by caterers solely between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight, in connection with, and as an incidental part of, the catering of food for a single private event at a premises not otherwise licensed for the retail sales of alcoholic liquor. A "private event" shall be defined as an event not available to the general public except by appointment or special invitation. A Class W Event License shall only be valid for an event lasting no more than 48 hours. No applicant may apply for more than four Class W Event Licenses in any calendar year.

* * *

Section 4. Amendments to Section 3-2-10 of the Village Code.

Section 3 entitled, "Number of Licenses," of Chapter 2 entitled "Liquor Control," of Title 3 entitled, "Business and License Regulations," of the Lake Bluff Municipal Code, shall be and it is hereby amended as follows:

The maximum number of alcoholic beverage licenses by classification thereof available at any time for issuance shall be as follows:

<u>Class</u>	<u>Number</u>
A	4
B	0
C	0
D	0
L	No limit
P	1
R	2
S	0
T	0
U	1
V	4
<u>W Annual License</u>	2
<u>W Event License</u>	<u>No Limit</u>
X	1
Y	1
Z	2
AA	Unlimited

Section 5. Effective Date.

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

[SIGNATURE PAGE FOLLOWS]

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

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ___ day of _____, 2016.

Village President

ATTEST:

Village Clerk

FIRST READING:

SECOND READING:

PASSED:

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