

**VILLAGE OF LAKE BLUFF
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 14, 2013**

DRAFT MINUTES

1. CALL TO ORDER AND ROLL CALL

Village President Letchinger called the meeting to order at 7:00 p.m., in the Lake Bluff Village Hall Board Room, and Village Clerk William Meyer called the roll.

The following were present:

Village President: Christine Letchinger

Trustees: Marina Carney
Steve Christensen
Mark Dewart
John Josephitis
Kathleen O'Hara
Brian Renner

Also Present: William Meyer, Village Clerk
Drew Irvin, Village Administrator
Peter Friedman, Village Attorney
Susan Griffin, Finance Director
Jake Terlap, Public Works Superintendent
David Belmonte, Deputy Police Chief
William Gallagher, Police Chief
Gerald Nellessen, Building Codes Supervisor
Brandon Stanick, Assistant to the Village Administrator

2. PLEDGE OF ALLEGIANCE

President Letchinger led the Pledge of Allegiance.

3. AWARDS AND PROCLAMATIONS

President Letchinger reported the Village has been awarded the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the 20th consecutive year. The award recognizes governments whose comprehensive annual financial reports go beyond the requirements of generally accepted accounting principles and are prepared in the spirit of transparency and full disclosure.

4. CONSIDERATION OF THE MINUTES

Trustee Carney moved to jointly approve the December 10, 2012 Board of Trustees Regular

Meeting Minutes and the December 11, 2012 Board of Trustees Special Meeting Minutes as presented. Trustee O'Hara seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Rener
Nays: (0)
Absent: (0)

5. NON-AGENDA ITEMS AND VISITORS

President Letchinger stated the Board of Trustees allocates 15 minutes for those individuals who would like the opportunity to address the Village Board on any matter not listed on the agenda.

Mr. David Barkhausen (714 E. Prospect Avenue) expressed his concern regarding unsolicited materials and commercial solicitation deposited on Village streets and public right-of-ways and asked if there was a nuisance ordinance that could be expanded to address this particular matter.

In response to Mr. Barkhausen's comment regarding legal implications regulating the deposit of newspapers, Village Attorney Peter Friedman stated newspapers are subject to reasonable time, place and manner restrictions and there are ways to regulate unsolicited newspapers especially if they are landing on Village property as opposed to private property.

6. VILLAGE BOARD SETS THE ORDER OF THE MEETING

At the request of those present, Trustee Josephitis moved to take Agenda Items #12, #13, #14, #15, #16 and #17 then return to the regular order of the meeting. Trustee O'Hara seconded the motion. The motion passed on a unanimous voice vote.

7. ITEM #12 – A RESOLUTION HONORING THE PUBLIC SERVICE OF FORMER POLICE COMMANDER DEBBY L. HARTWIG

President Letchinger read the resolution honoring the public service of Debby L. Hartwig and presented her with a framed copy of the resolution. Deputy Police Chief David Belmonte presented her with a service ward and a certificate from Governor Pat Quinn expressing his appreciation for her service and recognizing her retirement from the Lake Bluff Police Department.

Commander Hartwig expressed her appreciation to the Village Board, Police Department and thanked her family for their support. She stated it was an honor and privilege serving the residents of Lake Bluff for the past 30 years.

Deputy Police Chief Belmonte, on behalf of Police Chief William Gallagher, spoke of the many contributions Commander Hartwig made to the Village. Lastly, he stated that Commander Hartwig was the second female supervisor in the history of the 116 year old Police Department and the first female Commander in the Department's history.

Trustee O'Hara expressed her appreciation to former Commander Hartwig for her dedication to the community and for upholding the highest honors as a Commander.

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

President Letchinger allowed a brief intermission.

8. ITEM #13 – AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO PASTA PALOOZA, INC. TO PERMIT OPERATION OF AN EATING PLACE AT 18 AND 20 E. SCRANTON AVENUE

President Letchinger reported on November 28, 2012 the Village received a zoning application from business owner Michael Moore (Petitioner) seeking a special use permit (SUP) to operate a food establishment without a drive through facility at 18 and 20 E. Scranton Avenue known as Pasta Palooza, Inc., a family-friendly Italian restaurant. On December 19, 2012 the Plan Commission and Zoning Board of Appeals (PCZBA) conducted a public hearing to consider the request and unanimously recommended the Village Board grant the request for a SUP to operate the restaurant during the following hours:

- Sunday through Thursday, 11:00 a.m. to 11:00 p.m.
- Friday and Saturday, 11:00 a.m. to 12:00 a.m.

President Letchinger reported the proposed restaurant will also have carry out service, wine service for dine-in patrons and will also offer outdoor dining along E. Scranton Avenue. The Petitioner plans to open Pasta Palooza in the beginning of March.

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

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Renner
Nays: (0)
Absent: (0)

9. ITEM #14 – AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE 3 OF THE LAKE BLUFF MUNICIPAL CODE REGARDING LIQUOR CONTROL (Number of Licenses)

President Letchinger reported on January 7, 2013 Pasta Palooza, Inc. (Applicant) has also submitted a liquor license application seeking a Class V Liquor License. As part of this application process the Police Department conducted a review of the application which included a background check of the applicant and individuals with a 5% stake in the business and the background check was successful.

President Letchinger reported Section 3-2-10 of the Village's liquor regulations establishes the maximum number of alcoholic beverage licenses (by classification) available for

issuance. Currently the liquor regulations allow for only one Class V license (held by Inovasi). Therefore, it is recommended that Section 3-2-10 of the Liquor Ordinance be amended to increase the number of licenses for Class V to two.

As there were no questions from the Board, Trustee O'Hara moved to approve first reading of the ordinance. Trustee Carney seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Renner
Nays: (0)
Absent: (0)

10. ITEM #15 – A RESOLUTION GRANTING APPROVAL TO USE THE RIGHT-OF-WAY FOR AN OUTDOOR DINING SERVICE AREA FOR THE PASTA PALOOZA (18-20 E. Scranton Avenue)

President Letchinger reported Pasta Palooza, Inc. (Petitioner) has also requested permission to establish an outdoor dining service area immediately adjacent to the storefront. The Village shared a plan with the Architectural Board of Review (ABR) in May 2010, and after receiving some feedback, resulted in the proposed site plan attached for the Board's reference. The Petitioner desires to use the same plan as the previous restaurant tenant. The proposed resolution authorizing the use of the Village's sidewalk for an outdoor dining area is conditioned on the following:

- The outdoor service period will be from April 1st through October 31st (consistent with former and existing establishments);
- The Petitioner is solely responsible for cleaning and maintaining the outdoor dining facilities;
- Adequate pedestrian access must be maintained; and
- The Petitioner shall provide an attendant to oversee outdoor dining service activities.

In response to a comment from Trustee Josephitis regarding the proposed outdoor dining area, Village Administrator Drew Irvin stated the proposed plan is the same as the Noodle Bar and there have been no public safety issues regarding the outdoor service area.

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

11. ITEM #16 – A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE OF LAKE BLUFF AND LULU'S FROZEN DELIGHTS TO OPERATE A RETAIL/SERVICE ESTABLISHMENT IN THE SOUTHWEST SPACE OF THE LAKE BLUFF TRAIN STATION AND WAIVING COMPETITIVE BID REQUIREMENTS

President Letchinger reported on October 23, 2012, the Village of Lake Bluff issued a request for proposal (RFP) inviting interested parties to submit proposals for the operation of a retail/service establishment within approximately 120 sq. ft. of space on the southwest side of the Metra Train Station. The Village received three responses by the November 19th

deadline and one response following the deadline. She further noted following an evaluation of the bids, it is recommended the Village pursue a lease agreement with LuLu's Frozen Delights (LuLu's). LuLu's will offer for sell coffee, donuts and other breakfast items.

President Letchinger reported the lease is structured with a one year term starting February 1, 2013; renewal terms are annually and subject to mutual agreement between the Village and the tenant. The rent amount is \$210 per month (\$2,520 annually) during the lease term. For comparison purposes, the previous train station vendor, Café Metro, sold coffee and pre-packaged food items during the morning hours and paid \$100 per month. Since LuLu's submitted a proposal after the deadline, it is recommended the Village Board reject all proposals pursuant to Section 6 of the RFP and approve a concessionaire agreement with LuLu's Frozen Delights.

President Letchinger inquired of the action to be taken at tonight's meeting. Village Attorney Friedman stated the Village Board would reject all proposals and enter into an agreement with LuLu's Frozen Delights.

Mr. Reggie Ash asked if sandwiches and beverage drinks could be sold during evening hours. Village Attorney Friedman confirmed the items could be sold.

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

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Renner
Nays: (0)
Absent: (0)

12. ITEM #17 – A RESOLUTION APPROVING A SIGN EXEMPTION REQUEST FOR 917 SHERWOOD DRIVE (Lake Forest Pediatrics Associates)

President Letchinger reported the Village received an application for permanent signage from Lake Forest Pediatric Associates ("Petitioner"), currently located in Lake Forest, for a modification to the approved ground sign and the addition of a wall sign for the building located at 917 Sherwood Drive. This building is located in the L-1 Industrial District. The request is for a wall sign that will exceed the 20 feet in height (from grade) allowed for wall signs, and the ground sign will exceed 64 square feet as permitted by code. She further noted on January 2, 2013 the ABR heard the request for both signs and recommended approval of both signs with the following conditions to the submittals: (i) as for the wall sign, the height of the sign shall be at least 3 courses of brick above the top of the roll lock above the window which would be 19'8" from grade to the top of the window and 32" above the top of the window or 22' 4" above grade (2' 4" above the 20 foot allowable height) to the top of the logo. Additionally, the raceway behind the sign shall blend in color with the wall brick, the brightness of the sign shall be dimmed as much as possible, the capping on the letters can be white, and the sign will be turned off between the hours of 11:00 pm and 6:00 am; and (ii) as for the ground sign, the ground is double faced, which necessitates an exemption from the requirements. The only conditions the Architectural Board of Review placed on this sign was that the building address on the sign shall be

moved from the base of the sign to the north side of the sign facing the street and the address shall be internally illuminated.

President Letchinger asked why the sign could not be shut off prior to 11:00 p.m. Building Codes Supervisor Gerald Nellessen stated the current code reflects the hours for signage located within 150 feet of and facing a residential area. The proposed signage is facing north and not towards the residential area and would not fall under the non-illumination requirement allowing the sign to remain illuminated all night.

Trustee Renner expressed his opinion the proposed hours are appropriate for the industrial park area.

Ms. Ellen Janes (931 Carroll Road, Lake Forest, IL) expressed her concerns regarding refuse pick-up and delivery of materials at the location during the early morning hours. She stated there is an existing sign within the vicinity of the location and is illuminated 24 hours a day and expressed her preference not to allow any additional signage. Village Administrator Irvin stated public notices were sent to residents because of the concern expressed regarding the Chevrolet Exchange signage. He stated the Village has discussed a preliminary process with the City of Lake Forest Community Development Director Cathy Czerniak to find ways for managing the area as it continues to redevelop overtime. Lastly, he suggested that Ms. Janes contact Ms. Czerniak to express her concerns.

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

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Renner
Nays: (0)
Absent: (0)

13. ITEM #7A – WARRANT REPORTS FOR DECEMBER 16-31, 2012 AND JANUARY 1-15, 2013 AND DECEMBER 2012 PAYROLL EXPENDITURES

President Letchinger reported that expenditure of Village funds for payment of invoices in the amount of \$828,467.41 for December 16-31, 2012.

President Letchinger reported expenditure of Village funds for payment of invoices in the amount of \$657,350.49 for January 1-15, 2013.

President Letchinger reported expenditure of Village funds for payroll in the amount of \$394,953.36 for December 2012.

As such, the total expenditures for this period is in the amount of \$1,880,771.26.

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

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Renner
Nays: (0)
Absent: (0)

14. ITEM #7B – DECEMBER 2012 FINANCIAL REPORT

Finance Director Susan Griffin stated that the North Chicago sales tax sharing for the period of July through September 2012 has declined approximately 58% from the same period as the previous year due to the relocation of Axel Automotive to Lake Bluff and the other shared vendors' sales have declined dramatically.

Trustee O'Hara moved to approve the Financial Report. Trustee Carney seconded the motion. The motion passed on a unanimous voice vote.

15. ITEM #8 – VILLAGE ADMINISTRATOR'S REPORT

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

16. ITEM #9 – VILLAGE ATTORNEY'S REPORT

Village Attorney Peter Friedman had nothing to report.

17. ITEM #10 – VILLAGE PRESIDENT'S REPORT

President Letchinger reported the Village President is required by the municipal code to appoint members to the Village's various advisory Boards and Commissions, subject to the consent of the Board of Trustees. The following Village residents are recommended for appointment:

Police Pension Fund Board:	Michael Inman
Senior Resources Commission:	Steven Potsic

Trustee Christensen moved to approve the appointment of Michael Inman to the Police Pension Fund Board and Steven Potsic to the Senior Resources Commission. Trustee Josephitis seconded the motion. The motion passed on a unanimous voice vote.

18. ITEM #11 – CORRESPONDENCE

President Letchinger introduced the correspondence from the Informational Reports on December 7, 14, 21, 28, 2012 and January 4, 2013 for consideration by the Board.

Trustee Christensen moved to approve the correspondence as submitted. Trustee O'Hara seconded the motion. The motion passed on a unanimous voice vote.

19. ITEM #18 – AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS REGARDING SOLAR ENERGY SYSTEMS

President Letchinger reported over the course of the past year, the PCZBA has reviewed and discussed regulations regarding solar energy systems during the required public hearing held on April 18, July 18, August 15, September 19 and December 19, 2012. Following its comprehensive review, the PCZBA recommended a set of regulations governing the use of solar energy systems that seek to protect the interests of homeowners and encourage sustainable energy use and facilitate energy cost savings for all property owners. The proposed solar energy system regulations:

- Allow building-integrated systems as a permitted use in all zoning districts;
- Allow self-contained systems as a permitted use in all zoning districts;
- Allow building-mounted systems as a permitted use in the Automotive Park and Industrial Zoning Districts and require special use permits in all other zoning districts; and
- Allow ground-mounted systems as a special use in all zoning district.

President Letchinger reported the proposed ordinance also requires all building-mounted systems, commercial and residential, to obtain site plan approval from the ABR. Generally, the ABR reviews proposed changes to the exterior of a non-residential building except for those buildings in the R-5 Zoning District (multi-family structures) and forwards a recommendation to the Village Board for final approval. As drafted, the proposed ordinance grants the ABR the final authority in approving site plans relating to building-mounted systems.

Trustee Rener asked if there were requirements for emergency shut off devices on solar systems in the electrical code. Building Codes Supervisor Nellessen stated the requirements are covered in the 2011 version of NFPA70 and will be a part of the current 2012 Building Code updates.

As there were no questions from the Board, Trustee Carney moved to approve first reading of the ordinance. Trustee Dewart seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O’Hara and Rener
Nays: (0)
Absent: (0)

20. ITEM #19 – EXECUTIVE SESSION

At 7:54 p.m. Trustee Carney moved to enter into Executive Session for the purpose of discussing Disposition of Property (5 ILCS 120/2(c)(6)) and Executive Session Meeting Minutes (5 ILCS 120/2(c)(21)). Trustee Josephitis seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O’Hara and Rener
Nays: (0)
Absent: (0)

There being no further business to discuss, Trustee Carney moved to adjourn out of executive session. Trustee Dewart seconded the motion and the motion passed on a unanimous voice vote at 7:56 p.m.

21. ITEM #20 – CONSIDERATION OF THE MINUTES OF THE DECEMBER 10, 2012 EXECUTIVE SESSION MEETING

Trustee Dewart moved to approve the December 10, 2012 Executive Session Meeting Minutes as presented. Trustee Carney seconded the motion. The Meeting Minutes were approved on the following roll call vote:

Ayes: (6) Carney, Christensen, Dewart, Josephitis, O'Hara and Rener
Nays: (0)
Absent: (0)

22. ITEM #21 – ADJOURNMENT

As there was nothing further to come before the Board, Trustee Carney moved to adjourn the regular meeting. Trustee Rener seconded the motion and the motion passed on a unanimous voice vote. The meeting adjourned at 7:57 p.m.

Respectfully Submitted,

R. Drew Irvin
Village Administrator

William Meyer
Village Clerk

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

Agenda Item: 7a

Subject: WARRANT REPORT FOR JANUARY 16-31, 2013

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 \$104,669.79 for January 16-31, 2013.

Total Expenditures of \$104,669.79

Reports and Documents Attached:

1. Warrant Report for January 16-31, 2012 \$104,669.77 (dated 1/28/13)

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

Village Administrator's Recommendation:

Approval of Warrants and Payroll in the total amount of **\$104,669.79**

Date Referred to Village Board: 1/28/2013

DATE: 01/23/13
TIME: 13:12:38
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 01/28/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
APS APS INC.							
14663-660	01/15/13	01	CHAIN SAW SPARK PLUGS	01-80-860-43650 MAINTENANCE SUPPLIES-EQUIP		01/28/13	9.20
						INVOICE TOTAL:	9.20
14663-788	01/16/13	01	PAINT FOR ST SIGNS	01-80-840-43690 MAINTENANCE SUPPLIES-STREE		01/28/13	63.04
						INVOICE TOTAL:	63.04
14663-859	01/17/13	01	FUEL/OIL FILTERS #525 & #541	01-80-870-43650 MAINTENANCE SUPPLIES-EQUIP		01/28/13	28.16
						INVOICE TOTAL:	28.16
14663-928	01/17/13	01	AIR FILTERS #525 & #541	01-80-870-43650 MAINTENANCE SUPPLIES-EQUIP		01/28/13	67.40
						INVOICE TOTAL:	67.40
5921-183016	11/26/12	01	AIR FILTER: SQD #24	01-70-710-43640 MAINTENANCE SUPPLIES-VEHIC		01/28/13	14.17
						INVOICE TOTAL:	14.17
5921-183051	11/26/12	01	CREDIT-RETURNED FILTERS	01-70-730-43640 MAINTENANCE SUPPLIES-VEHIC		01/28/13	-184.40
						INVOICE TOTAL:	-184.40
5921-183643	11/29/12	01	PROBE CONNECTORS	01-80-910-45900 MINOR EQUIPMENT		01/28/13	27.95
						INVOICE TOTAL:	27.95
5921-185568	12/14/12	01	STEEL WOOL	01-80-870-43680 MAINTENANCE SUPPLIES-GROUN		01/28/13	11.00
						INVOICE TOTAL:	11.00
5921-186215	12/19/12	01	AIR/OIL FILTERS #114	01-80-850-43640 MAINTENANCE SUPPLIES-VEHIC		01/28/13	24.11
						INVOICE TOTAL:	24.11

DATE: 01/23/13
 TIME: 13:12:38
 ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/28/2013

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

APS APS INC.							
5921-186240	12/19/12	01	SPOT LIGHT BULBS	01-70-710-43640		01/28/13	11.97
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	11.97
5921-186305	12/20/12	01	BACKUP BULBS:POLCE SQD'S	01-70-710-43640		01/28/13	4.83
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	4.83
						VENDOR TOTAL:	77.43
A PLUS A PLUS BUILDING SERVICES							
5239	01/14/13	01	PSB CLEANING: FEB 2013	01-70-930-41000		01/28/13	1,360.00
				MAINTENANCE-BUILDING			
		02	VILL HALL CLEANING: FEB 2013	01-60-900-41000			490.00
				MAINTENANCE-BUILDING			
		03	DEPOT CLEANING: FEB 2013	01-80-920-41000			200.00
				MAINTENANCE-BUILDING			
						INVOICE TOTAL:	2,050.00
						VENDOR TOTAL:	2,050.00
ACEHARD ACE HARDWARE							
2820771/1	01/15/13	01	JANITORIAL SUPPLIES: PUB WKS	01-80-910-43660		01/28/13	5.98
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	5.98
						VENDOR TOTAL:	5.98
ADP ADP INC.							
416623802	01/11/13	01	PAYROLL PROCESSING: 1/10/13	01-60-610-41304		01/28/13	178.90
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	178.90
						VENDOR TOTAL:	178.90

ADVBUSGR ADVANCED BUSINESS GROUP LLC

DATE: 01/23/13
TIME: 13:12:38
ID: AP441000.WOW

-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/28/2013

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

ADVBUSGR ADVANCED BUSINESS GROUP LLC							
15729	01/15/13	01	BACK-UP EXCHANGE SRVR:DEC 2012	01-60-610-41300		01/28/13	126.00
				COMPUTER SERVICES			
		02	POLICE T-1 LINE CHARGE:	01-70-710-43210			387.88
				TELEPHONE			
		03	12/15-1/14/13	** COMMENT **			
						INVOICE TOTAL:	513.88
						VENDOR TOTAL:	513.88
ADVBUSNE ADVANCED BUSINESS NETWORKS, IN							
79875	01/18/13	01	SOFTWARE INSTALLED ON DESKTOPS	45-60-610-49350		01/28/13	4,270.00
				COMPUTER EQUIPMENT			
						INVOICE TOTAL:	4,270.00
						VENDOR TOTAL:	4,270.00
AIRONEEQ AIR ONE EQUIPMENT, INC.							
85023	01/08/13	01	MAINTENANCE/TEST BREATHING AIR	01-70-730-41200		01/28/13	603.00
				MAINTENANCE EQUIPMENT			
		02	COMPRESSOR: FIRE	** COMMENT **			
						INVOICE TOTAL:	603.00
						VENDOR TOTAL:	603.00
AMERGAS AMERICAN GASES CORP.							
77995	12/31/12	01	CYLINDER RENT'L:#4519 & #4570	01-70-730-43650		01/28/13	10.50
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	10.50
						VENDOR TOTAL:	10.50
AT & T AT & T							
1301 615-2726	01/04/13	01	LCL PH SRVC: WATER TOWER	46-80-800-43210		01/28/13	49.87
				TELEPHONE			
						INVOICE TOTAL:	49.87

INVOICES DUE ON/BEFORE 01/28/2013

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

AT & T	AT & T						
1301 734-5820	01/07/13	01	LCL PH SRVC: SPO LEASE	32-70-711-47600		01/28/13	524.48
				SPO LEASE PAYMENT			
						INVOICE TOTAL:	524.48
						VENDOR TOTAL:	574.35
BACKUP	BACKUP COMMUNICATIONS						
LKB-1212#3	01/09/13	01	DISPATCH COVERAGE:MIDNIGHT'S	01-70-711-41304		01/28/13	1,984.00
		02	12/18/12-1/14/13	OTHER PROFESSIONAL SERVICE			
				** COMMENT **			
						INVOICE TOTAL:	1,984.00
						VENDOR TOTAL:	1,984.00
BERRYTIR	BERRY TIRE & AUTO						
238224	01/18/13	01	TRACTOR TIRES #525 & #541	01-80-870-43650		01/28/13	156.00
				MAINTENANCE SUPPLIES-EQUIP			
						INVOICE TOTAL:	156.00
						VENDOR TOTAL:	156.00
CALLONE	CALL ONE						
1010-9117-1301	01/15/13	01	POTS LINES: JAN 2013	01-60-600-43210		01/28/13	43.31
				TELEPHONE			
		02	POTS LINES: JAN 2013	01-70-711-43210			78.95
				TELEPHONE			
		03	POTS LINES: JAN 2013	01-70-730-43210			42.08
				TELEPHONE			
		04	POTS LINES: JAN 2013	01-80-910-43210			119.55
				TELEPHONE			
						INVOICE TOTAL:	283.89
						VENDOR TOTAL:	283.89

M

CITYELEC C.E.S.

INVOICES DUE ON/BEFORE 01/28/2013

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

CITYELEC C.E.S.							
GUR/028843	12/27/12	01	BALLASTS FOR STREET LIGHTING	01-80-880-43570		01/28/13	128.46
			OPERATING SUPPLIES				
						INVOICE TOTAL:	128.46
GUR/028955	01/08/13	01	STREET LAMP BULBS	01-80-880-43570		01/28/13	44.64
			OPERATING SUPPLIES				
						INVOICE TOTAL:	44.64
						VENDOR TOTAL:	173.10
COMED COM ED							
0435147130 1212	01/01/13	01	ELECTR:ST LIGHTS (VILL RENTS)	01-80-880-43230		01/28/13	3,469.94
		02	11/28-12/31/12	** COMMENT **			
						INVOICE TOTAL:	3,469.94
2030627002 1212	01/07/13	01	ELECTR:1 GR BAY RD-SS#176	01-80-880-43230		01/28/13	47.85
		02	12/3/12-1/3/13	** COMMENT **			
						INVOICE TOTAL:	47.85
3533022019 1212	01/05/13	01	ELECTR:SAN LFT STN-520 LKLAND	01-80-890-43230		01/28/13	699.27
		02	ELECTR:WTR TOWER 10/31-12/3/12	46-80-800-43230			366.16
			ELECTRIC UTILITY				
						INVOICE TOTAL:	1,065.43
5190012013 1212	01/08/13	01	ELECTR:WALNUT PRKNG LOT LIGHTS	01-80-880-43230		01/28/13	60.66
		02	12/3/12-1/4/13	** COMMENT **			
						INVOICE TOTAL:	60.66
						VENDOR TOTAL:	4,643.88
COMCAST COMCAST CABLE							

INVOICES DUE ON/BEFORE 01/28/2013

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COMCAST COMCAST CABLE							
JAN 2013	01/09/13	01	PSB COMMUNITY ROOM INTERNET	01-70-930-41300		01/28/13	87.27
		02	ACCESS 1/16-2/15/13	INTERNET/COMPUTER SERVICES ** COMMENT **			
						INVOICE TOTAL:	87.27
						VENDOR TOTAL:	87.27
DELTADEN DELTA DENTAL							
508981	01/28/13	01	DENTAL PREMIUM PPO:FEB 2013	01-20-102-20000		01/28/13	3,662.65
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	3,662.65
508982	01/28/13	01	DENTAL PREMIUM COBRA:FEB 2013	01-20-102-20000		01/28/13	34.13
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	34.13
508983	01/28/13	01	DENTAL PREMIUM HMO:FEB 2013	01-20-102-20000		01/28/13	16.97
				ACCOUNTS PAYABLE			
						INVOICE TOTAL:	16.97
						VENDOR TOTAL:	3,713.75
DEPENDFI DEPENDABLE FIRE EQUIPMENT, INC							
124944	09/07/11	01	FIRE EXTINGUISHR INSPECTIONS/	01-70-930-41200		01/28/13	109.30
		02	TESTS: PSB	MAINTENANCE-EQUIPMENT ** COMMENT **			
						INVOICE TOTAL:	109.30
						VENDOR TOTAL:	109.30
DKORGAN DK ORGANICS, LLC							
DEC 2012	12/01/12	01	YARDWASTE COMPOST: DEC 2012	01-80-850-44670		01/28/13	748.00
				YARD WASTE DISPOSAL			
						INVOICE TOTAL:	748.00
						VENDOR TOTAL:	748.00

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FEDEX FEDERAL EXPRESS CORP.							
2-137-98584	01/09/13	01	1/4 FED EX:TARGET CORPORATION	01-60-600-43300		01/28/13	34.16
			POSTAGE				
						INVOICE TOTAL:	34.16
2-145-36146	01/16/13	01	1/8 FED EX:IL EPA DIV OF WATER	01-60-680-43300		01/28/13	27.56
			POSTAGE				
		02	1/8 FED EX:IL EPA LEAD/COPPER	01-60-680-43300			27.56
			POSTAGE				
						INVOICE TOTAL:	55.12
						VENDOR TOTAL:	89.28
FIRSTAYD 1ST AYD CORP.							
563304	01/04/13	01	WASH BRUSHES	01-80-910-43650		01/28/13	111.70
			MAINTENANCE SUPPLIES-EQUIP				
						INVOICE TOTAL:	111.70
						VENDOR TOTAL:	111.70
FLEXBEN FLEXIBLE BENEFIT ACCOUNT							
1/24 W/H	01/24/13	01	1/24 'EE FLEX CONTRIBUTION	01-20-102-65000		01/28/13	464.20
			FLEXIBLE BENEFIT PAYABLE				
						INVOICE TOTAL:	464.20
						VENDOR TOTAL:	464.20
GFOA GOV'T FINANCE OFFICERS ASSN.							
2013 GFOA CONF REG'N	01/22/13	01	2013 GFOA CONF REG'N: GRIFFIN	01-60-610-42410		01/28/13	380.00
			CONFERENCES				
						INVOICE TOTAL:	380.00
						VENDOR TOTAL:	380.00
R0001380 SHAWN GILLERAN							
PARKWAY BOND REFUND	12/13/12	01	REFUND:626 LINCOLN BP#20120543	01-20-202-20100		12/13/12	520.00
			PARKWAY BONDS				
						INVOICE TOTAL:	520.00
						VENDOR TOTAL:	520.00

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GLOBALCO GLOBALCOM INC							
11792069	01/21/13	01	PRI/VOIP TELEPHONE SRVC:DEC 12	01-60-600-43210		01/28/13	68.00
			TELEPHONE				
		02	PRI/VOIP TELEPHONE SRVC:DEC 12	01-60-610-43210			68.00
			TELEPHONE				
		03	PRI/VOIP TELEPHONE SRVC:DEC 12	01-60-680-43210			68.00
			TELEPHONE				
		04	PRI/VOIP TELEPHONE SRVC:DEC 12	01-70-710-43210			68.00
			TELEPHONE				
		05	PRI/VOIP TELEPHONE SRVC:DEC 12	01-70-711-43210			91.15
			TELEPHONE				
		06	PRI/VOIP TELEPHONE SRVC:DEC 12	01-70-730-43210			46.30
			TELEPHONE				
		07	PRI/VOIP TELEPHONE SRVC:DEC 12	01-80-910-43210			46.30
			TELEPHONE				
						INVOICE TOTAL:	455.75
						VENDOR TOTAL:	455.75
GRAINGER W. W. GRAINGER, INC.							
9028155472	12/27/12	01	PHOTO CELLS FOR STREET LIGHTS	01-80-880-43570		01/28/13	150.28
			OPERATING SUPPLIES				
						INVOICE TOTAL:	150.28
9029069060	12/31/12	01	CHIPPER JACK CASTER WHEELS	01-80-860-43650		01/28/13	159.84
			MAINTENANCE SUPPLIES-EQUIP				
						INVOICE TOTAL:	159.84
9042550690	01/16/13	01	DIGITAL LIGHT METER	01-60-680-45900		01/28/13	148.28
			MINOR EQUIPMENT				
						INVOICE TOTAL:	148.28
						VENDOR TOTAL:	458.40
GROOT GROOT INDUSTRIES							
8908721	01/01/13	01	WASTE DISPOSAL/RECYCLNG:JAN 13	01-80-850-41305		01/28/13	43,163.20
			WASTE/RECYCLING CONTRACT				
						INVOICE TOTAL:	43,163.20
						VENDOR TOTAL:	43,163.20

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-- VILLAGE OF LAKE BLUFF --
DETAIL BOARD REPORT

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HAVEYCOM HAVEY COMMUNICATIONS, INC.							
2166	01/15/13	01	STROBE BULBS: POLICE SQD'S	01-70-710-43640		01/28/13	84.00
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	84.00
						VENDOR TOTAL:	84.00
HELANDER HELANDERS							
082833	01/10/13	01	OFFICE SUPPLIES: VILL HALL	01-60-610-43550		01/28/13	70.35
				OFFICE SUPPLIES			
						INVOICE TOTAL:	70.35
083181	01/18/13	01	OFFICE SUPPLIES: VILL HALL	01-60-610-43550		01/28/13	151.19
				OFFICE SUPPLIES			
						INVOICE TOTAL:	151.19
						VENDOR TOTAL:	221.54
ICMA RET ICMA RETIREMENT TRUST 457							
1/24 W/H	01/24/13	01	1/24 'EE W/H	01-20-102-45000		01/28/13	4,543.19
				ICMA 457 PLAN PAYABLE			
						INVOICE TOTAL:	4,543.19
						VENDOR TOTAL:	4,543.19
IFOP IL FRATERNAL ORDER OF POLICE							
1/10 W/H	01/10/13	01	'EE W/HELD FOP DUES:1/10/13	01-20-102-49000		01/28/13	215.00
				UNION DUES PAYABLE			
						INVOICE TOTAL:	215.00
1/24 W/H	01/24/12	01	'EE W/HELD FOP DUES:1/24/13	01-20-102-49000		01/28/13	215.00
				UNION DUES PAYABLE			
						INVOICE TOTAL:	215.00
						VENDOR TOTAL:	430.00

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ILFIRECH ILL FIRE CHIEFS ASSOC.

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ILFIRECH ILL FIRE CHIEFS ASSOC.							
13-769	01/02/13	01	2013 MEMBER DUES:GRAF/WILLARD	01-70-730-42440		01/28/13	200.00
				DUES			
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
ILCOP ILLINOIS COUNCIL OF POLICE							
1/24 W/H	01/24/13	01	1/24 ICOPS MEMBERSHIP DUES	01-20-102-49000		01/28/13	36.00
				UNION DUES PAYABLE			
						INVOICE TOTAL:	36.00
						VENDOR TOTAL:	36.00
ICMACONF INT'L CITY MANAGEMENT ASSN.							
2013 DUES:STANICK	01/11/13	01	2013 ICMA DUES: STANICK	01-60-600-42440		01/28/13	200.00
				DUES			
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
ICCMA INTERNATIONAL CITY/COUNTY							
SHARED SRVC STUDY-2	01/22/13	01	SHARED SERVICES STUDY-EXPENSES	01-60-600-41304		01/28/13	160.85
				OTHER PROFESSIONAL SERVICE			
						INVOICE TOTAL:	160.85
						VENDOR TOTAL:	160.85
IUOEADM INT'L UNION OF OPER ENGINEERS							
1/24 W/H	01/24/13	01	1/24 'EE IUOE ADMIN DUES	01-20-102-49000		01/28/13	154.46
				UNION DUES PAYABLE			
						INVOICE TOTAL:	154.46
						VENDOR TOTAL:	154.46
IUOMEMB INT'L UNION OF OPER ENGINEERS							

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-= VILLAGE OF LAKE BLUFF =-
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IUOEMEMB INT'L UNION OF OPER ENGINEERS							
1/24 W/H	01/24/13	01	1/24 'EE IUOE MEMBERSHIP DUES	01-20-102-49000		01/28/13	82.39
				UNION DUES PAYABLE			
						INVOICE TOTAL:	82.39
						VENDOR TOTAL:	82.39

INTESTAT INTERSTATE BATTERY SYSTEM OF							
11213331	01/09/13	01	BATTERIES: #127	01-80-850-43640		01/28/13	215.90
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	215.90
						VENDOR TOTAL:	215.90

JULIE JULIE, INC.							
2013-0902	01/14/13	01	JULIE LOCATES:JAN-MAR 2013	46-80-800-41306		01/28/13	365.67
				CONTRACTUAL LABOR			
						INVOICE TOTAL:	365.67
						VENDOR TOTAL:	365.67

KALEUNIF KALE UNIFORMS, INC.							
807692	10/22/12	01	UNIFORM: OFCR BREZINSKI	01-70-710-42420		01/28/13	157.75
				UNIFORMS			
						INVOICE TOTAL:	157.75
807693	10/22/12	01	UNIFORM: OFCR REYNOLDS	01-70-710-42420		01/28/13	149.98
				UNIFORMS			
						INVOICE TOTAL:	149.98
						VENDOR TOTAL:	307.73

00000855 LAKE BLUFF GARDEN CLUB							
48	12/17/12	01	CBD WINTER PLANTINGS	01-80-870-43680		01/28/13	1,543.16
				MAINTENANCE SUPPLIES-GROUN			
						INVOICE TOTAL:	1,543.16
						VENDOR TOTAL:	1,543.16

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POLPEN LAKE BLUFF POLICE PENSION FUND							
1/24 W/H	01/24/13	01	1/24 'EE POLPEN W/HELD	01-20-102-45500		01/28/13	4,284.30
				POLICE PENSION EE CONTRIBU			
						INVOICE TOTAL:	4,284.30
						VENDOR TOTAL:	4,284.30
M							
LCCHPOL LAKE COUNTY CHIEFS OF POLICE							
2013 DUES:BELMONTE	01/07/13	01	2013 MEMBERSHIP DUES:BELMONTE	01-70-710-42440		01/28/13	25.00
				DUES			
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
LCFDSRT LAKE/MCHENRY FIRE DEPTS., SRT							
1767	01/02/13	01	2013 SPEC'L RESPONSE TEAM DUES	01-70-730-42440		01/28/13	4,975.00
				DUES			
						INVOICE TOTAL:	4,975.00
						VENDOR TOTAL:	4,975.00
LAWENFTA LAW ENFORCEMENT TARGETS, INC							
0209427-IN	01/02/13	01	POLICE TRNG TARGETS	01-70-710-43570		01/28/13	129.14
				OPERATING SUPPLIES			
						INVOICE TOTAL:	129.14
						VENDOR TOTAL:	129.14
LECHNER LECHNER & SONS UNIFORM RENTAL							
1708169	01/11/13	01	UNIFORMS: FORESTRY	01-80-860-42420		01/28/13	4.79
				UNIFORMS			
		02	UNIFORMS: STREETS	01-80-840-42420			15.44
				UNIFORMS			
		03	UNIFORMS: SEWERS	01-80-890-42420			7.09
				UNIFORMS			

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LECHNER LECHNER & SONS UNIFORM RENTAL							
1708169	01/11/13	04	UNIFORMS: PUB WKS	01-80-910-42420		01/28/13	18.61
			UNIFORMS				
		05	UNIFORMS: WATER	46-80-800-42420			1.00
			UNIFORMS				
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			8.26
			MAINTENANCE SUPPLIES-BLDG				
						INVOICE TOTAL:	55.19
1710369	01/18/13	01	UNIFORMS: FORESTRY	01-80-860-42420		01/28/13	4.79
			UNIFORMS				
		02	UNIFORMS: STREETS	01-80-840-42420			15.44
			UNIFORMS				
		03	UNIFORMS: SEWERS	01-80-890-42420			7.09
			UNIFORMS				
		04	UNIFORMS: PUB WKS	01-80-910-42420			18.61
			UNIFORMS				
		05	UNIFORMS: WATER	46-80-800-42420			1.00
			UNIFORMS				
		06	PUB WKS OPERATING SUPPLIES	01-80-910-43660			8.26
			MAINTENANCE SUPPLIES-BLDG				
						INVOICE TOTAL:	55.19
						VENDOR TOTAL:	110.38
MESS METROPOLITAN EMERGENCY SUPPORT							
2013 MESS DUES	01/01/13	01	2013 ANNUAL MESS FIRE DUES	01-70-730-42440		01/28/13	600.00
			DUES				
						INVOICE TOTAL:	600.00
						VENDOR TOTAL:	600.00
MIDTOWN MID-TOWN PETROLEUM							
0735875-IN	01/15/13	01	MOTOR OIL: POLICE CARS	01-70-710-43560		01/28/13	154.50
			GASOLINE & OIL				
						INVOICE TOTAL:	154.50
						VENDOR TOTAL:	154.50

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MINNLIFE MINNESOTA LIFE							
JAN 2013	01/21/13	01	IND LIFE PREM:FINANCE-JAN 13	01-60-610-40420		01/28/13	156.18
			LIFE INSURANCE				
		02	IND LIFE PREM:ADMIN-JAN 13	01-60-600-40420			80.86
			LIFE INSURANCE				
		03	IND LIFE PREM:ENG-JAN 13	01-60-680-40420			96.82
			LIFE INSURANCE				
		04	IND LIFE PREM:WATER-JAN 13	46-80-800-40420			96.82
			LIFE INSURANCE				
		05	IND LIFE PREM:POLICE-JAN 13	01-70-710-40420			199.73
			LIFE INSURANCE				
		06	IND LIFE PREM:STREETS	01-80-840-40420			48.41
			LIFE INSURANCE				
		07	IND LIFE PREM:DEPOT-JAN 13	01-80-920-40420			14.40
			LIFE INSURANCE				
		08	IND LIFE PREM:PARK DIST-JAN 13	01-10-201-37200			125.75
			DUE FROM PARK DISTRICT				
						INVOICE TOTAL:	818.97
						VENDOR TOTAL:	818.97 M
00001149 NAT'L FIRE PROTECTION ASSOC.							
5635740X	12/31/12	01	BLDG, FIRE & LIFE SAFETY CODES	01-60-680-42460		01/28/13	855.00
			PUBLICATIONS				
						INVOICE TOTAL:	855.00
						VENDOR TOTAL:	855.00
NFSA NATIONAL FIRE SPRINKLER ASSOC.							
300000737	12/31/12	01	MEMBERSHIP DUES:NELLESSEN	01-60-680-42440		01/28/13	85.00
			DUES				
						INVOICE TOTAL:	85.00
						VENDOR TOTAL:	85.00

NCCPETER NCC PETERSEN PRODUCTS

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NCCPETER NCC PETERSEN PRODUCTS							
60301	12/31/12	01	JANITORIAL SUPPLIES: VILL HALL	01-60-900-43660		01/28/13	61.64
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	61.64
						VENDOR TOTAL:	61.64
NSSD NORTH SHORE SANITARY DISTRICT							
2422950	01/12/13	01	WASTEWATER TREATMENT:PW GARAGE	01-80-910-43230		01/28/13	22.04
				UTILITIES			
		02	9/21-12/20/12	** COMMENT **			
						INVOICE TOTAL:	22.04
						VENDOR TOTAL:	22.04
NIPSTA NORTHEASTERN ILLINOIS PUBLIC							
10129	12/31/12	01	TRNG:VEH STOPS-OFGR DAVIDSON	01-70-710-42400		01/28/13	195.00
				TRAINING/EDUCATION			
						INVOICE TOTAL:	195.00
						VENDOR TOTAL:	195.00
OFFICETE OFFICE TEAM							
37142994	01/15/13	01	TEMP COM DEVELOPMENT CLERK:	01-60-680-41304		01/28/13	493.50
				OTHER PROFESSIONAL SERVICE			
		02	W/E 1/11/13	** COMMENT **			
						INVOICE TOTAL:	493.50
						VENDOR TOTAL:	493.50
PACIFIC PACIFIC TELEMAGEMENT SERVICE							
485495	01/16/13	01	PAY PH:PSB LOBBY-FEB 2013	01-70-710-43210		01/28/13	76.50
				TELEPHONE			
		02	PAY PH:JAIL INTAKE-FEB 2013	01-70-710-43210			76.50
				TELEPHONE			
						INVOICE TOTAL:	153.00
						VENDOR TOTAL:	153.00

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PADDPUBL PADDOCK PUBLICATIONS, INC.							
1/25-3/21/13	01/22/13	01	DAILY HERALD DELIVERY: V HALL	01-60-600-42460		01/28/13	60.00
		02	1/25-3/21/13	PUBLICATIONS ** COMMENT **			
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	60.00
PETTIBON P. F. PETTIBONE & CO.							
26843	12/28/12	01	PRINT ORDINANCE TICKETS:POLICE	01-70-710-43400		01/28/13	1,116.13
				PRINTING			
						INVOICE TOTAL:	1,116.13
						VENDOR TOTAL:	1,116.13
PCASH PETTY CASH							
JAN 2013	01/17/13	01	MISC PETTY CASH EXPENDITURES	01-60-600-40900		01/28/13	33.62
				OTHER EMPLOYEE BENEFITS			
		02	MISC PETTY CASH EXPENDITURES	01-60-600-42410			25.00
				CONFERENCES			
		03	MISC PETTY CASH EXPENDITURES	01-60-610-42400			30.00
				TRAINING/EDUCATION			
		04	MISC PETTY CASH EXPENDITURES	01-60-600-41304			59.95
				OTHER PROFESSIONAL SERVICE			
		05	MISC PETTY CASH EXPENDITURES	01-60-650-40800			260.04
				BOARD/COMMITTEE RECOGNITIO			
		06	MISC PETTY CASH EXPENDITURES	01-60-680-42410			14.21
				CONFERENCES			
		07	MISC POLICE PETTY CASH EXPEND	01-70-710-42400			40.00
				TRAINING/EDUCATION			
						INVOICE TOTAL:	462.82
						VENDOR TOTAL:	462.82
PRECSERV PRECISION SERVICE & PARTS, INC							
30FG2438	01/16/13	01	BLOWER RESISTOR #610	46-80-800-43640		01/28/13	34.30
				MAINTENANCE SUPPLIES-VEHIC			
						INVOICE TOTAL:	34.30
						VENDOR TOTAL:	34.30

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RADICOM RADICOM BUSINESS COMMUNICATION							
98843	01/08/13	01	REP'R DISPATCH RADIO	32-70-711-41200		01/28/13	500.00
				MAINTENANCE - EQUIPMENT			
						INVOICE TOTAL:	500.00
						VENDOR TOTAL:	500.00
SHERAUTO SHERIDAN AUTO PARTS							
770720	01/15/13	01	SOCKETS FOR STREET SIGNS	01-80-840-45900		01/28/13	28.89
				MINOR EQUIPMENT			
						INVOICE TOTAL:	28.89
						VENDOR TOTAL:	28.89
STAPLES STAPLES ADVANTAGE							
3189493816	01/03/13	01	OFFICE SUPPLIES: POLICE	01-70-710-43550		01/28/13	209.34
				OFFICE SUPPLIES			
						INVOICE TOTAL:	209.34
3189749152	01/05/13	01	REP'R PART:V H COLOR PRINTER	01-60-600-41200		01/28/13	514.99
				MAINTENANCE EQUIPMENT			
						INVOICE TOTAL:	514.99
						VENDOR TOTAL:	724.33
TALENTWI TALENTWISE							
66244428	12/31/12	01	VOLUNTEER FF BACKGROUND CHECKS	01-70-730-42450		01/28/13	224.00
				RECRUITMENT			
						INVOICE TOTAL:	224.00
						VENDOR TOTAL:	224.00
TAPCOTRA TAPCO TRAFFIC & PARKING							
1413472	01/11/13	01	REPLACEMENT STREET SIGNS	01-80-840-43691		01/28/13	311.40
				STREET SIGNS			
						INVOICE TOTAL:	311.40
						VENDOR TOTAL:	311.40

DATE: 01/23/13
 TIME: 13:12:39
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- VILLAGE OF LAKE BLUFF -
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/28/2013

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

TECHSYS TECH SYSTEMS, INC.							
110880	12/03/12	01	INSTALL FIRE ALARM: VILL HALL	01-60-900-49400		01/28/13	992.00
			EQUIPMENT				
						INVOICE TOTAL:	992.00
110881	12/03/12	01	UPGRADE SECURITY SYST:DEPOT	01-80-920-49200		01/28/13	992.00
			IMPROVEMENTS-OTHER				
						INVOICE TOTAL:	992.00
110882	12/03/12	01	INSTALL FIRE ALARM: PSB	01-70-930-49400		01/28/13	992.00
			EQUIPMENT				
						INVOICE TOTAL:	992.00
110884	12/03/12	01	INSTL FIRE ALARM:P WK VEH BLDG	01-80-910-49400		01/28/13	992.00
			EQUIPMENT				
						INVOICE TOTAL:	992.00
110885	12/03/12	01	INSTALL FIRE ALARM:P WKS ADMIN	01-80-910-49400		01/28/13	992.00
			EQUIPMENT				
						INVOICE TOTAL:	992.00
110892	12/04/12	01	INSTALL SECURITY SYST:WEAPONS/	01-70-930-49400		01/28/13	1,655.94
		02	EVIDENCE ROOM:POLICE	** COMMENT **			
						INVOICE TOTAL:	1,655.94
110922	01/09/13	01	REP'L SECURITY SYST & ADDED 3	01-60-900-49400		01/28/13	1,146.59
		02	PANIC SWITCHES: VILL HALL	** COMMENT **			
						INVOICE TOTAL:	1,146.59
110932	01/10/13	01	MONITOR FIRE ALARM: PSB	01-70-930-41000		01/28/13	540.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING			
				** COMMENT **			
						INVOICE TOTAL:	540.00

INVOICES DUE ON/BEFORE 01/28/2013

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

TECHSYS TECH SYSTEMS, INC.							
110933	01/10/13	01	MONITOR SECURITY ALARM:DEPOT	01-80-920-41000		01/28/13	366.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	366.00
110934	01/10/13	01	MONITOR SECURITY ALARM: PSB	01-70-930-41000		01/28/13	366.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	366.00
110935	01/10/13	01	MONITOR SECURITY ALARM: V HALL	01-60-900-41000		01/28/13	366.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	366.00
110936	01/10/13	01	MONITOR FIRE ALARM: V HALL	01-60-900-41000		01/28/13	540.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	540.00
110937	01/10/13	01	MONITOR FIRE ALARM:P WKS ADMIN	01-80-910-41000		01/28/13	540.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	540.00
110938	01/10/13	01	MONITOR FIRE ALARM:P WK GARAGE	01-80-910-41000		01/28/13	540.00
		02	12/27/12-12/27/13	MAINTENANCE-BUILDING ** COMMENT **			
						INVOICE TOTAL:	540.00
						VENDOR TOTAL:	11,020.53
THYBONY THYBONY							
000172378	01/09/13	01	PAINT FOR VILLAGE ENTRY SIGNS	01-80-870-43680		01/28/13	54.57
				MAINTENANCE SUPPLIES-GROUN			
						INVOICE TOTAL:	54.57

INVOICES DUE ON/BEFORE 01/28/2013

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

THYBONY THYBONY							
000172446	01/11/13	01	PAINT SUPPLIES	01-80-870-43680		01/28/13	8.92
				MAINTENANCE SUPPLIES-GROUN			
						INVOICE TOTAL:	8.92
000172531	01/15/13	01	PAINT BRUSHES	01-80-870-43680		01/28/13	19.79
				MAINTENANCE SUPPLIES-GROUN			
						INVOICE TOTAL:	19.79
						VENDOR TOTAL:	83.28
UNCOFFEE UNITED COFFEE SERVICE, INC.							
518037	01/16/13	01	COFFEE & SUPPLIES:V HALL	01-60-900-43660		01/28/13	115.80
				MAINTENANCE SUPPLIES-BUILD			
		02	1 (5) GAL BOTTLED WATER:V HALL	01-60-900-43660			7.85
				MAINTENANCE SUPPLIES-BUILD			
						INVOICE TOTAL:	123.65
518050	01/17/13	01	COFFEE & SUPPLIES: POLICE	01-70-930-43660		01/28/13	176.00
				MAINTENANCE SUPPLIES-BLDG			
		02	KITCHEN SUPPLIES: POLICE	01-70-930-43660			12.90
				MAINTENANCE SUPPLIES-BLDG			
						INVOICE TOTAL:	188.90
						VENDOR TOTAL:	312.55
USPOSTAL UNITED STATES POSTAL SERVICE							
JAN 2013	01/10/13	01	POSTAGE:BUSINESS REPLY ACCT	46-80-800-43300		01/28/13	150.00
				POSTAGE			
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
UPS UPS							
0000Y6394W013	01/05/13	01	12/19 UPS:KNOX COMPANY-FIRE	01-70-730-43300		01/28/13	10.50
				POSTAGE			

M

INVOICES DUE ON/BEFORE 01/28/2013

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

UPS UPS							
0000Y6394W013	01/05/13	02	12/28 UPS:UNITED COM-FIRE	01-70-730-43300		01/28/13	14.03
			POSTAGE				
						INVOICE TOTAL:	24.53
						VENDOR TOTAL:	24.53
URBANLAN URBAN LAND INSTITUTE							
1509397	12/07/12	01	2013 ULI MEMBER DUES: IRVIN	01-60-600-42440		01/28/13	225.00
			DUES				
						INVOICE TOTAL:	225.00
						VENDOR TOTAL:	225.00
VISIONSE VISION SERVICE PLAN							
FEB 2013	01/17/13	01	VILLAGE VISION PREMIUM:FEB 13	01-20-102-20000		01/28/13	347.10
			ACCOUNTS PAYABLE				
		02	PRK DIST VISION PREMIUM:FEB 13	01-20-102-20000			170.32
			ACCOUNTS PAYABLE				
		03	LIBRARY VISION PREMIUM:FEB 13	01-20-102-20000			41.47
			ACCOUNTS PAYABLE				
						INVOICE TOTAL:	558.89
						VENDOR TOTAL:	558.89
WELLSFAR WELLS FARGO BANK							
890232	09/12/12	01	ESCROW AGENT FEE FOR 2012	43-95-100-46000		01/28/13	1,500.00
			FINANCING COSTS				
		02	REFUNDING BONDS	** COMMENT **			
						INVOICE TOTAL:	1,500.00
						VENDOR TOTAL:	1,500.00
						TOTAL ALL INVOICES:	104,669.77

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-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/28/2013

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	ASSETS		
MINNLIFE	MINNESOTA LIFE	7,197.92	125.75
	ASSETS		125.75
20	LIABILITIES		
DELTADEN	DELTA DENTAL	18,568.75	3,713.75
FLEXBEN	FLEXIBLE BENEFIT ACCOUNT	6,623.30	464.20
ICMA RET	ICMA RETIREMENT TRUST 457	86,809.68	4,543.19
IFOP	IL FRATERNAL ORDER OF POLICE	3,397.00	430.00
ILCOP	ILLINOIS COUNCIL OF POLICE	216.00	36.00
IUOEADM	INT'L UNION OF OPER ENGINEERS	2,650.66	154.46
IUOEMEMB	INT'L UNION OF OPER ENGINEERS	1,400.63	82.39
POLPEN	LAKE BLUFF POLICE PENSION FUND	82,859.40	4,284.30
R0001380	SHAWN GILLERAN		520.00
VISIONSE	VISION SERVICE PLAN	2,272.45	558.89
	LIABILITIES		14,787.18
60	ADMINISTRATION		
00001149	NAT'L FIRE PROTECTION ASSOC.	165.00	855.00
A PLUS	A PLUS BUILDING SERVICES	13,310.00	490.00
ADP	ADP INC.	3,414.37	178.90
ADVBUSGR	ADVANCED BUSINESS GROUP LLC	4,674.15	126.00
CALLONE	CALL ONE	2,273.46	43.31
FEDEX	FEDERAL EXPRESS CORP.	478.67	89.28
GFOA	GOV'T FINANCE OFFICERS ASSN.	1,194.00	380.00
GLOBALCO	GLOBALCOM INC	3,568.09	204.00
GRAINGER	W. W. GRAINGER, INC.	3,235.72	148.28
HELANDER	HELANDERS	3,812.81	221.54
ICCMA	INTERNATIONAL CITY/COUNTY		160.85
ICMACONF	INT'L CITY MANAGEMENT ASSN.	1,556.00	200.00
MINNLIFE	MINNESOTA LIFE	7,197.92	333.86
NCCPETER	NCC PETERSEN PRODUCTS	10,024.65	61.64
NFSA	NATIONAL FIRE SPRINKLER ASSOC.		85.00
OFFICETE	OFFICE TEAM	6,326.25	493.50
PADDPUBL	PADDOCK PUBLICATIONS, INC.	240.00	60.00
PCASH	PETTY CASH	3,098.06	422.82
STAPLES	STAPLES ADVANTAGE	1,988.14	514.99
TECHSYS	TECH SYSTEMS, INC.	166.75	3,044.59
UNCOFFEE	UNITED COFFEE SERVICE, INC.	4,885.90	123.65

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-- VILLAGE OF LAKE BLUFF --
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/28/2013

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
60	ADMINISTRATION		
URBANLAN	URBAN LAND INSTITUTE		225.00
	ADMINISTRATION		8,462.21
70	PUBLIC SAFETY		
A PLUS	A PLUS BUILDING SERVICES	13,310.00	1,360.00
ADVBUSGR	ADVANCED BUSINESS GROUP LLC	4,674.15	387.88
AIRONEEQ	AIR ONE EQUIPMENT, INC.	179,904.90	603.00
AMERGAS	AMERICAN GASES CORP.	450.04	10.50
APS	APS INC.	1,308.77	-153.43
BACKUP	BACKUP COMMUNICATIONS	18,724.00	1,984.00
CALLONE	CALL ONE	2,273.46	121.03
COMCAST	COMCAST CABLE	572.07	87.27
DEPENDFI	DEPENDABLE FIRE EQUIPMENT, INC	379.95	109.30
GLOBALCO	GLOBALCOM INC	3,568.09	205.45
HAVEYCOM	HAVEY COMMUNICATIONS, INC.	12,849.10	84.00
ILFIRECH	ILL FIRE CHIEFS ASSOC.		200.00
KALEUNIF	KALE UNIFORMS, INC.	5,521.66	307.73
LAWENFTA	LAW ENFORCEMENT TARGETS, INC		129.14
LCCHPOL	LAKE COUNTY CHIEFS OF POLICE		25.00
LCFDSRT	LAKE/MCHENRY FIRE DEPTS., SRT		4,975.00
MESS	METROPOLITAN EMERGENCY SUPPORT	624.64	600.00
MIDTOWN	MID-TOWN PETROLEUM	2,071.39	154.50
MINNLIFE	MINNESOTA LIFE	7,197.92	199.73
NIPSTA	NORTHEASTERN ILLINOIS PUBLIC	400.00	195.00
PACIFICT	PACIFIC TELEMAGEMENT SERVICE	1,224.00	153.00
PCASH	PETTY CASH	3,098.06	40.00
PETTIBON	P. F. PETTIBONE & CO.	631.70	1,116.13
STAPLES	STAPLES ADVANTAGE	1,988.14	209.34
TALENTWI	TALENTWISE	364.00	224.00
TECHSYS	TECH SYSTEMS, INC.	166.75	3,553.94
UNCOFFEE	UNITED COFFEE SERVICE, INC.	4,885.90	188.90
UPS	UPS	28.35	24.53
	PUBLIC SAFETY		17,094.94
80	PUBLIC WORKS		
00000855	LAKE BLUFF GARDEN CLUB	4,430.62	1,543.16
A PLUS	A PLUS BUILDING SERVICES	13,310.00	200.00
ACEHARD	ACE HARDWARE	103.96	5.98

DATE: 01/23/2013
 TIME: 13:13:24
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-- VILLAGE OF LAKE BLUFF --
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/28/2013

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
80	PUBLIC WORKS		
APS	APS INC.	1,308.77	230.86
BERRYTIR	BERRY TIRE & AUTO	1,691.74	156.00
CALLONE	CALL ONE	2,273.46	119.55
CITYELEC	C.E.S.	1,008.17	173.10
COMED	COM ED	33,176.55	4,277.72
DKORGAN	DK ORGANICS, LLC	35,312.16	748.00
FIRSTAYD	1ST AYD CORP.	933.96	111.70
GLOBALCO	GLOBALCOM INC	3,568.09	46.30
GRAINGER	W. W. GRAINGER, INC.	3,235.72	310.12
GROOT	GROOT INDUSTRIES	302,142.40	43,163.20
INTESTAT	INTERSTATE BATTERY SYSTEM OF	650.23	215.90
LECHNER	LECHNER & SONS UNIFORM RENTAL	1,893.18	108.38
MINNLIFE	MINNESOTA LIFE	7,197.92	62.81
NSSD	NORTH SHORE SANITARY DISTRICT	281.88	22.04
SHERAUTO	SHERIDAN AUTO PARTS	88.02	28.89
TAPCOTRA	TAPCO TRAFFIC & PARKING	215.63	311.40
TECHSYS	TECH SYSTEMS, INC.	166.75	4,422.00
THYBONY	THYBONY	363.90	83.28
	PUBLIC WORKS		56,340.39
EMERGENCY 911 SURCHARGE			
70	PUBLIC SAFETY		
AT & T	AT & T	17,627.99	524.48
RADICOM	RADICOM BUSINESS COMMUNICATION		500.00
	PUBLIC SAFETY		1,024.48
REDEVELOPMENT PROGRAM FUND			
95	DEBT SERVICE		
WELLSFAR	WELLS FARGO BANK	750.00	1,500.00
	DEBT SERVICE		1,500.00
VEHICLE/EQUIP REPLACEMENT FUND			
60	ADMINISTRATION		
ADVBUSNE	ADVANCED BUSINESS NETWORKS, IN	23,549.03	4,270.00
	ADMINISTRATION		4,270.00

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-- VILLAGE OF LAKE BLUFF --
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 01/28/2013

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
80	PUBLIC WORKS		
AT & T	AT & T	17,627.99	49.87
COMED	COM ED	33,176.55	366.16
JULIE	JULIE, INC.	665.30	365.67
LECHNER	LECHNER & SONS UNIFORM RENTAL	1,893.18	2.00
MINNLIFE	MINNESOTA LIFE	7,197.92	96.82
PRECSERV	PRECISION SERVICE & PARTS, INC	2,188.11	34.30
USPOSTAL	UNITED STATES POSTAL SERVICE	8,909.27	150.00
	PUBLIC WORKS		1,064.82
	TOTAL ALL DEPARTMENTS		104,669.77

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

Agenda Item: 12

Subject: AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO PASTA PALOOZA, INC. TO PERMIT OPERATION OF AN EATING PLACE AT 18 AND 20 E. SCRANTON AVENUE

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

Originated By: PASTA PALOOZA, INC.

Referred To: PLAN COMMISSION & ZONING BOARD OF APPEALS

Summary of Background and Reason For Request:

On November 28, 2012 the Village received a zoning application from business owner Michael Moore (Petitioner) seeking a special use permit to operate a food establishment without a drive through facility at 18 and 20 E. Scranton Avenue known as Pasta Palooza, Inc., a family-friendly Italian restaurant. On December 19, 2012 the Plan Commission and Zoning Board of Appeals (PCZBA) conducted a public hearing to consider the request and unanimously recommended the Village Board grant the request for a special use permit to operate the restaurant during the following hours:

- Sunday through Thursday, 11:00 a.m. to 11:00 p.m.
- Friday and Saturday, 11:00 a.m. to 12:00 a.m.

The proposed restaurant will also have carry out service, wine service for dine-in patrons (refer to agenda item 13) and will also offer outdoor dining along E. Scranton Avenue. The Petitioner plans to open Pasta Palooza in the beginning of March. The Village Board approved first reading of the ordinance at its meeting on January 14, 2013.

Reports and Documents Attached:

- An Ordinance Granting a Special Use Permit.

The following documents were provided as part of the January 14th Village Board Agenda Packet:

1. Zoning Application; and
2. PCZBA Staff Report Dated December 14, 2012 (without attachments).

PCZBA's Recommendation: Approval of the Ordinance.

Village Administrator's Recommendation: Consider Second Reading Approval.

Date Referred to Village Board: 1/28/2013

ORDINANCE NO. 2013-__

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO PASTA PALOOZA INC.
TO PERMIT OPERATION OF AN EATING PLACE
(18 and 20 East Scranton Avenue – Village Commons)**

Passed by the Board of Trustees, _____, 2013

Printed and Published, _____, 2013

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. 2013-__

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO PASTA PALOOZA INC.
TO PERMIT OPERATION OF AN EATING PLACE
(18 and 20 East Scranton Avenue – Village Commons)**

WHEREAS, Pasta Palooza Inc. ("**Applicant**") has applied for a special use permit pursuant to Section 10-4A-2A(2) of the Lake Bluff Zoning Regulations to allow for the operation of an eating place without drive in or drive through facilities ("**Restaurant**") located at 20 East Scranton, Lake Bluff, Illinois ("**Restaurant Space**") within the property known as the Village Commons and also known as CBD Block One, which property is legally described on **Exhibit A** attached to this Ordinance ("**Subject Property**"); and,

WHEREAS, Lake Effect Holdings, LLC ("**Owner**") is the owner of the Subject Property and has provided the Village with written consent to the Applicant's application for a special use permit; and,

WHEREAS, the Subject Property was developed pursuant to Ordinance Number 2007-14, in which the Village approved a final plat of subdivision and related relief for the Subject Property ("**Final Plat Approval Ordinance**") and the March 31, 2007 development agreement by, between, and among the Village, the Owner, and John Griffith, Inc. d/b/a Griffith, Grant & Lackie Realtors ("**Development Agreement**"); and,

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

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

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

Section 1. Recitals.

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

Section 2. Public Hearing.

A public hearing to consider the Applicant's request for the Special Use Permit was duly advertised on or before December 4, 2012 in *The News-Sun*, and was held by the PCZBA on December 19, 2012, on which date the PCZBA recommended that the Village Board grant the Special Use Permit subject to the conditions set forth in this Ordinance.

Section 3. Special Use Permit.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, a special use permit is hereby granted, pursuant to Section

10-4A-2A(2) of the Lake Bluff Zoning Regulations, to allow the operation of the Restaurant in the Restaurant Space on the Subject Property.

Section 4. Conditions.

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

A. Compliance with Application. The Restaurant must be operated in substantial accordance with the Applicant's November 28, 2012 application for a special use permit and accompanying documents, attached to this Ordinance as **Exhibit B**.

B. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance, the Restaurant, and all of the operations and activities on and in the Restaurant Space and the Subject Property shall comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations, including without limitation the Final Plat Approval Ordinance and the Development Agreement. In the event of any conflict between this Ordinance and the Final Plat Approval Ordinance or the Development Agreement, the Final Plat Approval Ordinance or the Development Agreement, as applicable, will control.

C. Restaurant Type. The Restaurant will be operated primarily for sit-down dining. The Restaurant may provide carry-out items but may not be operated as a fast-food restaurant and may not include any external pick-up windows or similar facilities.

D. Hours of Operation. The Restaurant may be open for business to the public no earlier than 11:00 a.m. on any day, no later than 11:00 p.m. on Sunday through Thursday and no later than 12:00 a.m. on Friday and Saturday, unless otherwise approved by the Village Board of Trustees by resolution duly adopted, provided that the Restaurant may remain open until 1:00 a.m. on New Year's Eve.

E. Liquor License. No alcoholic beverages may be sold, served, or consumed at the Restaurant or in the Restaurant Space unless and until the Village has issued a valid liquor license for the Restaurant in accordance with the Village's liquor licensing standards, regulations, and procedures. The adoption of this Ordinance is not and will not be deemed as a guaranty or actual approval of the liquor license or licensing regulations required to allow alcoholic beverages to be sold, served, or consumed at the Restaurant or in the Restaurant Space.

F. Final Plat Approval Ordinance Provisions Apply. The Restaurant and Restaurant Space are subject to, and must comply with, the specific requirements provided in the Final Plat Approval Ordinance for the Subject Property, including without limitation, those requirements concerning refuse removal, snow removal, screening of refuse containers, delivery parking and loading, location of required parking spaces, customer parking, public use of parking spaces after business hours, tenant and employee parking, and compliance with a parking plan approved by the Village Administrator.

G. Parking. During operating hours from 7:00 p.m. until closing on any day, the Applicant or the Owner will provide parking in the rear of the Subject Property in order to alleviate any traffic congestion caused by the operation of the

H. Outdoor Dining. Outdoor eating facilities will be permitted on or adjacent to the Restaurant Space only with the advance approval of the Village Board of Trustees by resolution duly adopted pursuant to Village Ordinance No. 94-13. The adoption of this Ordinance is not and will not be deemed as a guaranty or actual approval of an outdoor eating facility at the Restaurant Space.

Section 5. Failure to Comply with Conditions.

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

Section 6. Binding Effect: Non-Transferability.

The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for the sole benefit of and bind the Applicant, unless otherwise explicitly set forth in this Ordinance. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity other than the Applicant without a new application for approval.

Section 7. Effective Date.

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

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

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

PASSED this ____ day of _____, 2013, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ____ day of _____, 2013.

Village President

ATTEST:

Village Clerk

FIRST READING: January 14, 2013

SECOND READING: January 28, 2013

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

EXHIBIT A

Legal Description of the Subject Property

LOT 1 OF VILLAGE COMMONS, BEING A RE-SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 2007 AS DOCUMENT NUMBER 6246797 IN LAKE COUNTY, ILLINOIS.

Commonly known as 18 & 20 East Scranton Avenue, Lake Bluff, Illinois.

EXHIBIT B

Zoning Application

EXHIBIT C

Unconditional Agreement and Consent

Applicant's Unconditional Agreement and Consent

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

WHEREAS, Pasta Palooza Inc. ("**Applicant**") has requested a Special Use Permit to allow the operation of an eating place without drive in or drive through facilities located at 18 East Scranton and 20 East Scranton, Lake Bluff, Illinois, within the property owned by Lake Effect Holdings, LLC ("**Owner**") and known as the Village Commons and also known as CBD Block One ("**Subject Property**"); and

WHEREAS, Ordinance No. 2013-___, adopted by the President and Board of Trustees of the Village of Lake Bluff on _____, 2013, ("**Ordinance**") grants the requested Special Use Permit for the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and

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

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

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

Village's adoption of the Ordinance granting the Special Use Permit set forth in the Ordinance.

Dated: _____, 2013.

ATTEST:

PASTA PALOOZA INC.

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

LAKE EFFECT HOLDINGS, LLC

By: _____

By: _____

Its: _____

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

Agenda Item: 13

Subject: AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE 3 OF
THE LAKE BLUFF MUNICIPAL CODE REGARDING LIQUOR
CONTROL (Number of Licenses)

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

Originated By: PASTA PALOOZA, INC.

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

On January 7, 2013 Pasta Palooza, Inc. (Applicant), a new restaurant located at 18-20 E. Scranton Avenue (special use permit considered as part of agenda item 12), submitted a liquor license application seeking a Class V Liquor License. As part of this application process the Police Department conducts a review of the application (includes background checks of the applicant and individuals with a 5% stake in the business). The Police Department completed its review of the application and no issues were reported.

Section 3-2-10 of the Village's liquor regulations establishes the maximum number of alcoholic beverage licenses (by classification) available for issuance. Currently the liquor regulations allow for only one Class V license (held by Inovasi). Therefore, it is recommended that Section 3-2-10 of the Liquor Ordinance be amended to increase the number of licenses for Class V to two. The Village Board approved first reading of the ordinance at its meeting on January 14, 2013.

Reports and Documents Attached:

- Ordinance Amending the Village Liquor Code.

Village Administrator's Recommendation: Consider Second Reading Approval.

Date Referred to Village Board:

1/28/2013

ORDINANCE NO. 2013-

**AN ORDINANCE AMENDING
TITLE III OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
REGARDING THE NUMBER OF LIQUOR LICENSES**

Passed by the Board of Trustees, January __, 2013

Printed and Published, January __, 2013

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

PASSED this ___th day of January, 2013, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: ()

NAYS: ()

ABSTAIN: ()

ABSENT: ()

APPROVED this ___th day of January, 2013.

Village President

ATTEST:

Village Clerk

FIRST READING: January 15, 2013

SECOND READING: January 28, 2013

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

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

Agenda Item: 14

Subject: AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
REGARDING SOLAR ENERGY SYSTEMS

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

Originated By: JOINT PLAN COMMISSION & ZONING BOARD OF APPEALS

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

Over the course of the past year, the Joint Plan Commission and Zoning Board of Appeals (PCZBA) has reviewed and discussed regulations regarding solar energy systems during the required public hearing held on April 18, July 18, August 15, September 19 and December 19, 2012. Following its comprehensive review, the PCZBA recommended a set of regulations governing the use of solar energy systems that seek to protect the interests of homeowners and encourage sustainable energy use and facilitate energy cost savings for all property owners.

The proposed solar energy system regulations:

- Allow building-integrated systems as a permitted use in all zoning districts;
- Allow self-contained systems as a permitted use in all zoning districts;
- Allow building-mounted systems as a permitted use in the Automotive Park and Industrial Zoning Districts and require special use permits in all other zoning districts; and
- Allow ground-mounted systems as a special use in all zoning district.

The proposed ordinance also requires all building-mounted systems, commercial and residential, to obtain site plan approval from the Architectural Board of Review (ABR). Generally, the ABR reviews proposed changes to the exterior of a non-residential building except for those buildings in the R-5 Zoning District (multi-family structures) and forwards a recommendation to the Village Board for final approval. As drafted, the proposed ordinance grants the ABR the final authority in approving site plans relating to building-mounted systems. The Village Board approved first reading of the ordinance at its meeting on January 14, 2013.

Reports and Documents Attached:

- An Ordinance Establishing Solar Energy System Regulations.

The following documents were provided as part of the January 14th Village Board Agenda Packet:

1. PCZBA Staff Memorandum (without attachments) Dated December 14, 2012; and
2. April 18, 2012 ZBA Minutes, July 18, August 15, and September 19 PCZBA Minutes.

PCZBA'S Recommendation: Approve Ordinance.

Village Administrator's Recommendation: Consider Second Reading Approval.

Date Referred to Village Board: 1/28/2013

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS
REGARDING SOLAR ENERGY SYSTEMS**

WHEREAS, Title 10 of the Lake Bluff Municipal Code ("**Zoning Regulations**") regulates the development and use of land within the Village of Lake Bluff; and,

WHEREAS, the Village desires to (1) establish reasonable and uniform regulations for the location, installation, operation and maintenance of solar energy systems; (2) assure that any development and production of solar energy systems is safe and minimizes any potentially adverse effects on the community; (3) promote the supply of sustainable and renewable energy resources, in support of national, state and local goals, and (4) facilitate energy cost savings and economic opportunities for residents and businesses situated within the Village; and,

WHEREAS, in order to allow for the development and use of alternative energy sources in the Village while preserving the public health, safety, and welfare of the residents of the Village, the Village desires to amend the Zoning Regulations to adopt regulations governing the use of solar energy systems in the Village (collectively, the "**Proposed Amendments**"); and,

WHEREAS, the Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**"), pursuant to proper notice, commenced a public hearing on April 18, 2012, pursuant to Section 10-2-9D2 of the Zoning Regulations to consider the Proposed Amendments; 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; 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 or before April 3, 2012 in the *News-Sun*. The public hearing was held by the PCZBA on April 18, 2012, and continued on July 18, August 15, September 19, and December 19, 2012. On December 19, 2012, the PCZBA recommended that the Board of Trustees adopt the Proposed Amendments.

Section 3. Amendments to Section 10-1-2.

Section 10-1-2, entitled "Definitions," of Chapter 1, entitled "Interpretation and Definitions," of the Zoning Regulations is hereby amended to add the following entries in correct alphabetical order:

SOLAR ENERGY SYSTEM: A system which utilizes solar collector(s) to convert solar energy into thermal, mechanical or electrical energy for storage and use, including Building-Mounted, Building-Integrated, Ground-Mounted, and Self-Contained Systems.

SOLAR COLLECTOR: A professionally manufactured device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical or electrical energy.

BUILDING-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System that is accessory to a principal use and professionally mounted on the roof of a principal building or accessory structure

BUILDING INTEGRATED SOLAR ENERGY SYSTEM: A Solar Energy System that is accessory to a principal use and that: (1) is an integral part of a principal or accessory building, rather than a separate mechanical device; (2) replaces or substitutes for an architectural or structural part of the building; and (3) is flush with, and parallel to, a finished surface, at no more than six inches in height above that surface. Building integrated systems include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices, and similar architectural components.

GROUND MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System that is accessory to a principal use and consists of permanently-installed free-standing solar collector(s) that are placed on or mounted to the ground.

SELF CONTAINED SOLAR ENERGY SYSTEM: A professionally manufactured device that utilizes solar collector(s) to produce small amounts of energy for the sole purpose of operating the device. Examples include, but are not limited to, portable lights, swimming pool heaters, aeration pumps and attic fans, and other portable devices.

Section 4. Amendments to Chapter 4 of Title 10

Chapter 4, entitled "General Zoning Provisions," of the Zoning Regulations is hereby amended to add a new Section 10-4-4, entitled "Solar Energy Systems," which Section shall read as follows:

"10-4-4: **SOLAR ENERGY SYSTEMS**

- A. **Permitted Solar Energy Systems.** The following Solar Energy Systems are allowed as a permitted use:
1. Building-Integrated Solar Energy Systems in any zoning district;
 2. Self-Contained Solar Energy Systems in any zoning district;

3. Building-Mounted Solar Energy Systems in the following zoning districts: AP-1, L-1, L-2, but only after (1) submittal and approval by the Building Commissioner of the application required pursuant to Paragraph 10-4-4C1 of this Title and (2) site plan approval by the Architectural Board of Review.
- B. Solar Energy Systems Requiring a Special Use Permit. The following Solar Energy Systems are allowed after all of the following: (1) a determination by the Building Commissioner that, based on review of the application required pursuant to Paragraph 10-4-4C1 of this Title, the proposed Solar Energy System complies with all applicable Village codes, ordinances, and regulations; (2) site plan approval by the Architectural Board of Review, and (3) the issuance of a special use permit therefor:
1. Ground-Mounted Solar Energy Systems in all zoning districts;
 2. Building-Mounted Solar Energy Systems in the following zoning districts: O&R, S, R, CBD, C-E, E-1, E-2, R-1, R-2, R-3, R-4, R-5, and R-6.
- C. Regulations Applicable to All Solar Energy Systems. All Solar Energy Systems shall comply with the regulations set forth in this Subsection.
1. Application Required for Building-Mounted and Ground-Mounted Systems. An application is required to be submitted to, and approved by, the Village Building Commissioner prior to the installation of a Building-Mounted or Ground-Mounted Solar Energy System, which application must include without limitation the following information:
 - a. The name, address, and telephone number of: (i) the owner of the property, and (ii) the person, firm, or corporation that will install the proposed system;
 - b. Drawings and/or photographs depicting the location, size, and design details of the proposed system;
 - c. The manufacturer's specifications of the solar collectors and other devices included in the proposed system;
 - d. Plans and specifications showing the method of construction of the proposed system in compliance with the manufacturer's specifications; and
 - e. A site plan, drawn to scale, including, without limitation, the following information:
 - i. the location and dimensions of all structures and solar collectors proposed as part of Solar Energy System;

- ii. the location of any overhead or underground power lines, utilities, and utility easements on the property;
 - iii. a copy of stress sheets and calculations prepared by a licensed professional engineer showing that the proposed system is designed for the deadload or windload, in the amount required by the manufacturer and all applicable law, and
 - iv. all applicable information demonstrating compliance with laws as provided in Paragraph 10-4-4C2 of this Title.
2. Compliance with Laws. All Solar Energy Systems shall comply with all applicable Village, state, and federal laws and regulations, including, without limitation, the provisions of this Section, Title 10 of this Title, and all Village building ordinances and regulations.
3. Interference with Utilities, Roads, and Neighboring Properties. No Solar Energy System shall be operated in a manner so as to interfere with any public right-of-way or any utility system in the Village, or so as to interfere with the reasonable use and enjoyment of any other property in the Village.
4. Engineering Requirements. Solar Energy Systems shall conform to all applicable industry standards, including, without limitation, the standards developed by the American National Standards Institute, as determined by the Building Commissioner.

Section 5. Effective Date.

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

PASSED this ____ day of _____, 2013, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____ day of _____, 2013.

Village President

ATTEST:

Village Clerk

FIRST READING: January 14, 2013

SECOND READING: January 28, 2013

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

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

Agenda Item: 15

Subject: A RESOLUTION APPROVING THE FIRST AMENDMENT TO
THE NORTH SHORE ELECTRICITY AGGREGATION
CONSORTIUM INTERGOVERNMENTAL AGREEMENT

Action Requested: CONSIDERATION OF THE RESOLUTION

Originated By: VILLAGE STAFF

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

In December 2011 the Cities of Highland Park, Lake Forest, and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie formed the North Shore Electricity Aggregation Consortium (Consortium) pursuant to an Intergovernmental Agreement (Agreement - attached). The Agreement provided for a comprehensive and unified effort to facilitate joint action and intergovernmental cooperation for a joint project bid for each municipality's Electricity Aggregation Program (Joint Power Supply Bid). As a result of the Joint Power Supply Bid process, each member of the Consortium entered into a power supply agreement with MC Squared Energy Services, LLC for the provision of electricity as part of their respective Electricity Aggregation Program which has been deemed very successful thus far. On January 16, 2013 MC Squared Energy Services, LLC estimated that the Lake Bluff Electricity Aggregation Program will save residents and small businesses \$876,000 during the first year of the program.

Since its inception the Consortium has continued to meet regularly to manage the Electricity Aggregation Programs and discuss various energy conservation initiatives. In order to (i) extend the term of the Agreement and the Consortium; (ii) allow the Consortium to continue to address and administer the Consortium members' Electricity Aggregation Programs; and (iii) allow the Consortium to address additional issues of mutual interest related to utility and energy efficiency and pricing that may be identified by the members of the Consortium, the members of the Consortium will need to amend the Agreement. As always, Village Staff will be available to respond to any questions from the Village Board.

Reports and Documents Attached:

1. Resolution Approving the First Amendment to the North Shore Electricity Aggregation Consortium Intergovernmental Agreement;
2. Intergovernmental Agreement Establishing the North Shore Electricity Aggregation Consortium between and among the Cities of Highland Park, Lake Forest, and Park Ridge and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie; and
3. January 17, 2013 Memorandum from Holland + Knight Regarding the First Amendment to the Consortium Intergovernmental Agreement.

Village Administrator Recommendation: Approval of the Resolution.

Date Referred to Village Board: 1/28/2013

THE VILLAGE OF LAKE BLUFF

RESOLUTION NO. 2013-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE NORTH SHORE ELECTRICITY AGGREGATION CONSORTIUM INTERGOVERNMENTAL AGREEMENT

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("**Act**"), permits the corporate authorities of the Village, if authorized by referendum, to adopt an ordinance creating a program to allow the Village to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers in the Village who do not chose to opt-out ("**Electricity Aggregation Program**"); and

WHEREAS, the Act authorizes municipalities to jointly operate an Electric Aggregation Program and does not prohibit municipalities from entering into an intergovernmental agreement to aggregate electric loads for those programs; and

WHEREAS, in December 2011, the Cities of Highland Park, Lake Forest, and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie formed the North Shore Electricity Aggregation Consortium ("**Consortium**") pursuant to that certain Intergovernmental Agreement Establishing the North Shore Electricity Aggregation Consortium Between and Among the Cities of Highland Park, Lake Forest, and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie ("**Agreement**"); and

WHEREAS, the Agreement provides for a comprehensive and unified effort to facilitate joint action and intergovernmental cooperation for a joint project bid for each municipality's Electricity Aggregation Program ("**Joint Power Supply Bid**"); and

WHEREAS, as a result of the Joint Power Supply Bid process, each member of the Consortium entered into a power supply agreement with MC Squared Energy Services, LLC, for the provision of electricity as part of its respective Electricity Aggregation Programs; and

WHEREAS, the members of the Consortium now desire to amend the Agreement, in accordance with Section 11.E of the Agreement, to: (i) extend the term of the Agreement and the Consortium in perpetuity; (ii) allow the Consortium to continue to address and administer the Consortium members' Electricity Aggregation Programs; and (iii) allow the Consortium to address additional issues of mutual interest related to utility and energy efficiency and pricing that may be identified by the members of the Consortium from time to time ("**First Amendment to the Agreement**"); and

WHEREAS, the Village Board has determined that it is in the best interests of the Village and its residents to maintain the Village's membership in the Consortium and enter into the First Amendment to the Agreement and;

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

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

SECTION TWO: APPROVAL OF AGREEMENT. The First Amendment to the Agreement shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Administrator and the Village Attorney.

SECTION THREE: EXECUTION OF AGREEMENT. The Village Administrator and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the First Amendment to the Agreement and all necessary documentation related thereto.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

PASSED this _____ day of _____, 2013.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2013.

Village President

ATTEST:

Village Clerk

EXHIBIT A

FIRST AMENDMENT TO THE AGREEMENT

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE
NORTH SHORE ELECTRICITY AGGREGATION CONSORTIUM
BETWEEN AND AMONG THE CITIES OF HIGHLAND PARK,
LAKE FOREST, AND PARK RIDGE, AND THE VILLAGES OF
DEERFIELD, GLENCOE, LAKE BLUFF, NORTHBROOK, AND SKOKIE**

THIS IS A FIRST AMENDMENT ("*First Amendment*") to a Intergovernmental Agreement ("*Agreement*"), dated January 1, 2013, by and between, and among **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("*Deerfield*"), the **VILLAGE OF GLENCOE**, an Illinois municipal corporation ("*Glencoe*"), the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation ("*Highland Park*"), the **VILLAGE OF LAKE BLUFF**, an Illinois home rule municipal corporation ("*Lake Bluff*"), the **CITY OF LAKE FOREST**, an Illinois home rule municipal corporation ("*Lake Forest*"), the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("*Northbrook*") and the **VILLAGE OF PARK RIDGE**, an Illinois home rule municipal corporation ("*Park Ridge*"), and the **VILLAGE OF SKOKIE**, an Illinois home rule municipal corporation ("*Skokie*") (collectively, the "*Parties*"). This First Amendment is made and entered into as of the 1st day of January, 2013 ("*Effective Date*").

WITNESSETH:

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("*Act*"), authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those electrical loads ("*Electricity Aggregation Program*"); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, the Act authorizes municipalities to jointly operate an Electricity Aggregation Program and does not prohibit municipalities from entering into an intergovernmental agreement to aggregate electric loads for those programs; and

WHEREAS, in December 2011, the Parties entered into that certain Intergovernmental Agreement Establishing the North Shore Electricity Aggregation Consortium Between and Among the Cities of Highland Park, Lake Forest, and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie ("*Agreement*"); and

WHEREAS, the electors of each of the Parties approved referenda on March 20, 2012, permitting the Parties to establish an "opt-out" Electricity Aggregation Program; and

WHEREAS, in accordance with the Agreement, the Parties established the North Shore Electricity Aggregation Consortium ("*Consortium*") to provide for a comprehensive and unified effort to facilitate joint action and intergovernmental cooperation to combine the bidding and contracting process to obtain the supply of electric power for their Electricity Aggregation Programs ("*Joint Power Supply Bid*"); and

WHEREAS, as a result of the Joint Power Supply Bid process, each of the Parties entered into a power supply agreement with MC Squared Energy Services, LLC, for the provision of electricity as part of their respective Electricity Aggregation Programs; and

WHEREAS, the Parties desire to continue to utilize the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92 to: (i) extend the term of the Agreement and the Consortium in perpetuity; (ii) allow the Consortium to continue to address and administer the Parties' Electricity Aggregation Programs; and (iii) allow the Consortium to address additional issues of mutual interest related to utility and energy efficiency and pricing that may be identified by the Parties from time to time (collectively, "**Utility Issues**"); and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that this First Amendment be executed and implemented by the Parties; and

WHEREAS, the Parties have each approved this First Amendment by an ordinance or resolution duly adopted by the Party's corporate authorities; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92, the Parties do hereby agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are, by this reference, incorporated into and made a part of this First Amendment.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment shall have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it shall have the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this First Amendment, the text of this First Amendment shall control.

SECTION 3. PURPOSE.

This First Amendment is made for the purpose of extending the duration of the Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently: (i) continue to administer the Parties' Electricity Aggregation Programs; (ii) address common bidding and contracting for future Joint

Power Supply Bids; and (iii) address Utility Issues identified by the Parties. This First Amendment is further intended to allow the Parties to jointly seek available local, state, and federal funds and other resources, if available, to assist in addressing future Joint Power Supply Bids and Utility Issues for the Parties.

SECTION 4. GENERAL COOPERATION.

The Parties acknowledge and agree:

A. To cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium, the Agreement, and this First Amendment. Cooperation required by this First Amendment specifically includes, but is not limited to, the sharing and joint utilization by and among the Parties of information and other materials possessed or developed by the Parties, either individually or collectively, and necessary to investigate, identify, and otherwise document future Joint Power Supply Bids and Utility Issues.

B. The Consortium shall continue to research and investigate the electricity market and various options for the issuance of future Joint Supply Power Bids in accordance with the Agreement.

C. The Consortium shall research and investigate Utility Issues and the relevant and appropriate utility markets and various options available to the Consortium to achieve energy and utility pricing and efficiency savings.

E. The Consortium shall continue to have the authority to prepare Technical Requirements and bidding and contract documents incorporating the Technical Requirements for future Joint Supply Power Bids and to address Utility Issues.

F. The Consortium shall continue to have the authority to mutually select, or change as may be necessary, one Party to serve as the official coordinator to bid future Joint Power Supply Bids or bids or proposals related to Utility Issues ("**Official Coordinator**").

G. The Consortium shall continue to have the authority to prepare Educational Materials concerning the Joint Supply Power Bid, future Joint Power Bids, and Utility Issues.

SECTION 5. PAYMENTS AND EXPENSES.

A. **Official Payor.** Highland Park shall continue to serve as the official payor of all Shared Expenses for and on behalf of the Consortium. In connection therewith, Highland Park shall have the authority to collect and accept revenues, payments, and fees from the Parties or any entity that contracts with the Parties, as may be agreed to by the Parties from time to time.

B. **Expenses.** Pursuant to the Agreement and this First Amendment, each Party shall be responsible to pay its respective share, using its own local funds, of the costs and expenses of the Consortium, including, without limitation, the cost of the Joint Power Supply Bid, future Joint Power Supply Bids, and any bids related to Utility Issues that the Parties agree to issue. Each Party shall budget and appropriate sufficient funds to pay its respective share of the costs and expenses of the Consortium by an ordinance or resolution approved by the Party's corporate authorities.

C. **Approval by Corporate Authorities.** The Parties acknowledge and agree that, although they intend to proceed under joint bids, the corporate authorities of any Party may fail to approve future Joint Power Supply Bids, related Power Supply Agreements, or bids, proposals, or agreements related to Utility Issues. In the event a Party fails to provide such approval, the remaining Party or Parties may either proceed with the Joint Power Supply Bids or bids related to Utility Issues, or proceed individually.

SECTION 6. WITHDRAWAL.

A. **Right to Withdraw.** Any Party may withdraw as a Party of the Consortium, prior to going out to bid on a Joint Power Supply Bid or a bid or proposal related to an Utility Issue, upon the provision of written notice to the other Parties of its withdrawal.

B. **Responsibility Upon Withdrawal.** Any Party withdrawing from the Consortium pursuant to Section 6.A of this First Amendment shall pay its share of any and all costs and expenses incurred by or on behalf of the Consortium prior to the effective date of the Party's withdrawal and for which the Party is responsible. If the Withdrawal of one or more Parties results in the dissolution and termination of the Consortium pursuant to Section 6.C of this First Amendment, the withdrawing Party or Parties shall cooperate and participate in the dissolution and termination of the Consortium.

C. **Dissolution and Termination.** The Consortium shall be dissolved and terminated upon the earlier to occur of: (i) the effective withdrawal pursuant to this Section 6 of one or more Parties so as to reduce the total number of Parties to fewer than two; or (ii) the written agreement of all of the Parties to this First Amendment.

SECTION 7. GENERAL PROVISIONS.

A. **Notices.** All notices required or permitted to be given under this First Amendment shall be given by the Parties as specified in the Agreement.

B. **Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this First Amendment that form any part of this First Amendment or upon which any of the Parties is relying in entering into this First Amendment. This First Amendment, and all covenants and provisions herein contained, shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. **Effective Date.** This First Amendment shall take effect upon the execution of this First Amendment by all of the Parties.

D. **Severability.** If any provision of this First Amendment is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this First Amendment shall not be affected thereby but shall remain in full force and effect.

E. **Interpretation.** It is the express intent of the Parties that the First Amendment shall be construed and interpreted so as to preserve its validity and enforceability of the Agreement and this First Amendment. The Parties hereto have been represented by counsel and have had full opportunity to discuss this First Amendment prior to execution. This First Amendment shall be construed without regard to the identity of the Party who drafted the various provisions of this First Amendment. Moreover, each and every provision of this First

Amendment shall be construed as though all Parties to this First Amendment participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this First Amendment.

F. Amendments and Modifications. This First Amendment shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Party's corporate authorities. No amendment or modification to this First Amendment shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

G. Authority to Execute. Each Party hereby warrants and represents to each other Party that the person executing this First Amendment on its behalf has been properly authorized to do so by the corporate authorities of the Party.

H. No Third Party Beneficiaries. Nothing in this First Amendment shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

I. Indemnification. Each Party (the "***Indemnifying Party***") hereby agrees to indemnify, hold harmless and defend the other Parties (each an "***Indemnified Party***") from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Indemnified Party for any actions taken or failures to act by the Indemnifying Party in connection with a bid related to Utility Issues that arise out of such bid, each agreement that a Party may enter into as a related to a bid issued by the Consortium related to Utility Issues, or this First Amendment, to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party.

J. Execution. This First Amendment shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this First Amendment.

ATTEST:

VILLAGE OF DEERFIELD

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

VILLAGE OF GLENCOE

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CITY OF HIGHLAND PARK

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

THE CITY OF LAKE FOREST

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CITY OF PARK RIDGE

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF SKOKIE

By: _____
Village Clerk

By: _____
Village Manager

#11859990_v4

**INTERGOVERNMENTAL AGREEMENT
 ESTABLISHING THE
 NORTH SHORE ELECTRICITY AGGREGATION CONSORTIUM
 BETWEEN AND AMONG THE CITIES OF HIGHLAND PARK,
 LAKE FOREST, AND PARK RIDGE, AND THE VILLAGES OF
 DEERFIELD, GLENCOE, LAKE BLUFF, NORTHBROOK, AND SKOKIE**

THIS INTERGOVERNMENTAL AGREEMENT ("*Agreement*") is made and entered into as of the ___ day of _____, 2011 ("*Effective Date*"), between, and among the VILLAGE OF DEERFIELD, an Illinois home rule municipal corporation ("*Deerfield*"), the VILLAGE OF GLENCOE, an Illinois municipal corporation ("*Glencoe*"), the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation ("*Highland Park*"), the VILLAGE OF LAKE BLUFF, an Illinois home rule municipal corporation ("*Lake Bluff*"), THE CITY OF LAKE FOREST, an Illinois home rule municipal corporation ("*Lake Forest*"), the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation ("*Northbrook*") and the VILLAGE OF PARK RIDGE, an Illinois home rule municipal corporation ("*Park Ridge*"), and the VILLAGE OF SKOKIE, an Illinois home rule municipal corporation ("*Skokie*") (collectively, the "*Parties*").

WITNESSETH:

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("*Act*"), authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those electrical loads ("*Electricity Aggregation Program*"); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, the Act authorizes municipalities to jointly operate an Electricity Aggregation Program and does not prohibit municipalities from entering into an intergovernmental agreement to aggregate electric loads for those programs; and

WHEREAS, the corporate authorities of each of the Parties have approved the placement of a referendum on the ballot for the March 20, 2012 primary election regarding the establishment of an "opt-out" Electricity Aggregation Program pursuant to the Act ("*Opt-Out Referendum*"); and

WHEREAS, although each Party will operate a separate Electricity Aggregation Program for its residents, the Parties have individually and collectively determined that combining the bidding and contracting process to obtain the supply of electric power for their Electricity Aggregation Programs could provide potential savings through a joint project bid ("*Joint Power Supply Bid*"); and

WHEREAS, the Parties desire to establish a consortium of local governments to facilitate joint action and intergovernmental cooperation for the Joint Power Supply Bid; and

WHEREAS, to achieve these and other related objectives, the Parties desire to continue to utilize the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92; and

WHEREAS, the Parties have determined that they need to join together to create and establish the North Shore Electricity Aggregation Consortium ("**Consortium**") by intergovernmental agreement to provide for a comprehensive and unified effort to facilitate joint action and intergovernmental cooperation for the Joint Power Supply Bid; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that this Agreement be executed and implemented by the Parties; and

WHEREAS, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92, the Parties do hereby agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE.

This Agreement is made for the purpose of establishing the Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently address common bidding and contracting for a Joint Power Supply Bid. This Agreement is further intended to allow the Parties to jointly seek available local, state, and federal funds and other resources, if available, to assist in addressing the Joint Power Supply Bid identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. ESTABLISHMENT AND ORGANIZATION.

A. **Formation of Consortium.** By this Agreement, the Parties establish the North Shore Electricity Aggregation Consortium.

B. **Membership.** Each Party shall be a member of the Consortium.

C. **Effective Date.** This Agreement shall take effect, and the North Shore Electricity Aggregation Consortium shall be established, upon the execution of this Agreement by two or more Parties.

D. **Duration.** The Consortium shall have perpetual duration until dissolved and terminated as provided in Section 10.C of this Agreement.

E. **Governance.** The Agreement shall be managed, and the duties under this Agreement performed, by the respective chief administrative officers of each Party, or their respective duly authorized representatives or designees (each a "**Party Representative**"). Each Party Representative shall operate and act with respect to Agreement affairs and actions only pursuant to action duly authorized by the Party Representative's corporate authorities. Unless otherwise unanimously agreed to by the Party Representatives with respect to a specific action or policy, all actions pursuant to the Agreement shall be taken or established only by the unanimous consent of the Party Representatives.

F. **Additional Parties.** Additional local government entities may be added as Parties to this Agreement only: (a) if approved by all existing Parties; and (b) upon that entity's execution and approval of this Agreement, as may be amended, by an ordinance or resolution duly adopted by that entity's corporate authorities, and delivery of a certified copy of that ordinance or resolution.

SECTION 4. GENERAL COOPERATION.

A. **Cooperation.** The Parties acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium and this Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the sharing and joint utilization by and among the Parties of information and other materials possessed or developed by the Parties, either individually or collectively, and necessary to investigate, identify, and otherwise document the Joint Power Supply Bid.

B. **Independent Operation.** Notwithstanding the provisions of Section 4.A of this Agreement, the Parties acknowledge and agree that each Party intends to operate a separate Electricity Aggregation Program for itself pursuant to its own plan of governance, and that neither this Agreement nor the Joint Power Supply Bid creates any responsibility or obligation for any Party to administer or operate any aspect of the Electricity Aggregation Program of any other Party.

SECTION 5. MARKET RESEARCH AND INVESTIGATION.

Upon the Effective Date of this Agreement, the Consortium shall research and investigate the electricity market and various options for the issuance of the Joint Supply Power Bid. The research and investigation required pursuant to this Section 5 shall include, without limitation, the establishment of an agreed schedule for the completion of all action items required for the issuance of the Joint Supply Power Bid and the adoption and implementation by each Party of an Electricity Aggregation Program ("**Agreed Schedule**"). The research and investigation may also include, without limitation:

A. Meetings among the Party Representatives to establish an action plan for the investigation;

B. Issuance of written requests for qualifications, questionnaires, or other inquiries to prospective electricity providers; and

C. Meetings with, and retention of, one or more professional consultants for the provision of recommendations regarding the contents of the Technical Requirements and the Contract Package (as those terms are defined in Section 6.B of this Agreement), and regarding the timing and issuance of the Joint Supply Power Bid.

SECTION 6. DEVELOPMENT OF OFFICAL DOCUMENTS.

A. Plan of Operation and Governance.

1. Preparation. Prior to January 31, 2012, the Consortium shall jointly prepare a template plan of operation and governance for use by each Party, in compliance and accordance with Section 1-92 of the Act ("**POG**").

2. Public Hearings. Each Party shall be responsible for issuing all required public notices and conducting all required public hearings concerning the POG, in accordance with Section 1-92 of the Act. Each Party shall complete all required public hearings concerning the POG on or before the deadline set forth in the Agreed Schedule.

B. Technical Requirements and Contract Package. On or before the deadline set forth in the Agreed Schedule, the Consortium shall prepare sets of technical specifications and requirements ("**Technical Requirements**") and bidding and contract documents incorporating the Technical Requirements ("**Contract Package**") for the Joint Supply Power Bid, in accordance with the following:

1. The Consortium shall mutually select one Party to serve as the official coordinator to bid the Joint Power Supply Bid ("**Official Coordinator**").

~~2. The Consortium shall meet and confer and agree upon the Technical Requirements and Contract Package. The Contract Package shall include a contract to be executed by and between the contractor and each Party for the provision of electrical power to that Party pursuant to the Joint Power Supply Bid ("**Power Supply Agreement**"). The Contract Package shall, without limitation, require bidders to submit pricing to supply electric power to all Parties jointly, provided that the bidder's pricing structure must allow a Party or Parties to proceed with the Joint Power Supply Bid at the joint price, or a substantially similar price, even if one or more Parties fail to approve the Joint Power Supply Bid.~~

3. The Contract Package shall provide pricing options for one-year, two-year, and three-year terms.

4. The Contract Package shall further require the contractor to obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the Parties deem necessary.

5. The Contract Package shall further require the contractor to whom the Power Supply Agreement is awarded to indemnify each of the Parties pursuant to the terms of the Power Supply Agreement.

6. All Parties shall have an adequate opportunity to review and comment on the Technical Requirements and the Contract Package, and shall provide such comments to the Official Coordinator. Revised drafts of the Technical Requirements and the Contract Package

shall be prepared and reviewed by the Parties until such time as the Parties have approved the final Technical Requirements and Contract Package.

SECTION 7. EDUCATIONAL AND PUBLIC RELATIONS COOPERATION.

A. **Preparation of Educational Materials.** On or before January 31, 2012, the Consortium shall prepare educational and public relations documents and materials concerning the Joint Supply Power Bid (collectively, the "***Educational Materials***").

B. **Dissemination of Educational Materials.** Each Party shall be responsible for the dissemination of the Educational Materials within its respective corporate boundaries prior to the primary election on March 20, 2012.

C. **Compliance with Election Code.** The content and distribution of all Educational Materials shall comply with the applicable provisions of the Illinois Election Code, 10 ILCS 5/1-1 *et seq.*

SECTION 8. BIDDING AND CONTRACTING PROCESS.

A. **Adoption of Referendum.** As soon as possible after the March 20, 2012 primary election, each Party Representative shall notify the other Party Representatives whether the Opt-Out Referendum was approved by the voters of that Party. In the event that the voters of any Party failed to approve the Opt-Out Referendum, that Party shall be automatically deemed to have withdrawn from the Consortium pursuant to Section 10.A of this Agreement.

~~B. **Adoption of Approval Ordinance and POG.** On or before the deadline set forth in the Agreed Schedule, the corporate authorities of each Party in which the Opt-Out Referendum was approved shall adopt: (1) an ordinance authorizing an opt-out Electricity Aggregation Program ("***Authorizing Ordinance***") and (2) the POG. Any Party that fails to comply with this Section 8.B shall be automatically deemed to have withdrawn from the Consortium pursuant to Section 10.A of this Agreement.~~

C. **Solicitation of Sealed Bids and Selection of Contractor.**

1. Following the adoption of an Authorizing Ordinance and the POG by each Party, the Official Coordinator shall publicly issue the Technical Requirements and the Contract Package for solicitation of competitive sealed bids for the Joint Power Supply Bid, in accordance with the Agreed Schedule ("***Sealed Bids***"). The Official Coordinator shall establish a deadline for the submission of Sealed Bids, in accordance with the Agreed Schedule.

2. During the time following the issuance of the Technical Requirements and the Contract Package, and prior to the deadline for submission of Sealed Bids, the Official Coordinator shall issue such addenda to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Technical Requirements and/or the Contract Package. The Official Coordinator shall consult with the other Parties prior to issuance of any such addenda. The Parties shall refer any inquiries or issues received or identified regarding the Technical Requirements and the Contract Package to the Official Coordinator for possible inclusion in such an addendum. No Party other than the Official Coordinator shall respond to any such inquiry or issue prior to the deadline for submission of Sealed Bids.

3. Following receipt of the Sealed Bids, the Official Coordinator shall provide copies of the Sealed Bids to each of the Parties. The Party Representatives shall examine and review the Sealed Bids and shall confer to discuss the Sealed Bids and to recommend to the Parties whether: (a) a contractor should be selected; and (b) a one-year, two-year, or three-year pricing structure should be selected.

D. **Administration by the Parties.** After the completion of the Joint Power Supply Bid and the award by a Party of its own Power Supply Agreement with the contractor, that Party shall be responsible to manage its own Power Supply Agreement and Electricity Aggregation Program.

SECTION 9. PAYMENTS AND EXPENSES.

A. **Expenses.** The Parties acknowledge and agree to use their respective staffs and resources, at no cost to the other Parties, for joint projects or actions undertaken by or on behalf of one or more of the Parties. The Parties acknowledge and agree that from time to time the Consortium may require professional services, including legal, engineering, governmental relations, technical, consulting, and market analysis assistance. Each Party shall be responsible for, and each Party agrees to pay or otherwise reimburse, any and all expenses incurred for these services, and any and all other expenses incurred by or on behalf of the Consortium pursuant to this Agreement (collectively, "***Shared Expenses***"). Any Shared Expenses shall be approved in advance by the Parties, and shall be divided in equal shares among the Parties.

B. **Official Payor.** Highland Park shall serve as the official payor of all Shared Expenses for and on behalf of the Consortium.

C. **Costs of this Agreement.** Pursuant to this Agreement, each Party shall be responsible to pay its respective share, using its own local funds, of the costs and expenses of the Consortium, including, without limitation, the cost of the Joint Power Supply Bid. Each Party shall budget and appropriate sufficient funds to pay its respective share of the costs and expenses of the Consortium by an ordinance or resolution approved by the Party's corporate authorities.

D. **Approval by Corporate Authorities.** The Parties acknowledge and agree that, although they intend to proceed under a joint bid, the corporate authorities of any Party may fail to approve the Joint Power Supply Bid or the related Power Supply Agreement. In either event, the remaining Party or Parties may either proceed with the Joint Power Supply Bid or proceed individually.

SECTION 10. WITHDRAWAL.

A. **Right to Withdraw.** Any Party may withdraw as a Party of the Consortium, prior to going out to bid on a Joint Power Supply Bid, upon the provision of written notice to the other Parties of its withdrawal.

B. **Responsibility Upon Withdrawal.** Any Party withdrawing from the Consortium pursuant to Section 10.A of this Agreement shall pay its share of any and all costs and expenses incurred by or on behalf of the Consortium prior to the effective date of the Party's withdrawal and for which the Party is responsible. If the Withdrawal of one or more Parties results in the dissolution and termination of the Consortium pursuant to Section 10.C of this

Agreement, the withdrawing Party or Parties shall cooperate and participate in the dissolution and termination of the Consortium.

C. Dissolution and Termination. The Consortium shall be dissolved and terminated upon the earlier to occur of: (1) the effective withdrawal pursuant to this Section 10 of one or more Parties so as to reduce the total number of Parties to fewer than two; (2) the written agreement of all of the Parties to this Agreement; or (3) December 31, 2012.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notwithstanding the foregoing, all notices related to the Technical Requirements of each Joint Power Supply Bid may be coordinated by the applicable Official Coordinator and Party Representatives by electronic mail or other means of communication, as appropriate.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Deerfield:	Village of Deerfield 850 Waukegan Road Deerfield, IL 60015 Attn: Village Manager	Lake Forest:	The City of Lake Forest 220 E. Deerpath Lake Forest, IL 60045 Attn: City Manager
Glencoe:	Village of Glencoe 675 Village Court Glencoe, IL 60022 Attn: Village Manager	Northbrook:	Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062 Attn: Village Manager
Highland Park:	City of Highland Park 1707 St. Johns Ave. Highland Park, IL 60035 Attn: City Manager	Park Ridge:	City of Park Ridge 505 Butler Place Park Ridge, IL 60068 Attn: Village Manager
Lake Bluff:	Village of Lake Bluff 40 E. Center Ave. Lake Bluff, IL 60044 Attn: Village Manager	Skokie:	Village of Skokie 5127 Oakton St. Skokie, IL 60077 Attn: Village Manager

With a copy to: Peter M. Friedman
Holland & Knight LLP
131 S. Dearborn, 30th Fl.
Chicago, IL 60603

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which

any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. **Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

E. **Amendments and Modifications.** This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

F. **Authority to Execute.** Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. **No Third Party Beneficiaries.** Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

H. **Indemnification.** Each Party (the "***Indemnifying Party***") hereby agrees to indemnify, hold harmless and defend the other Parties (each an "***Indemnified Party***") from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Indemnified Party for any actions taken or failures to act by the Indemnifying Party in connection with a Joint Power Supply Bid that arise out of the Joint Power Supply Bid, each Party's Power Supply Agreement, each Party's Electricity Aggregation Program, Power Supply Agreement, or this Agreement, to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party.

I. **Execution.** This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

By: Andrew Lichtman
Deputy Village Clerk

VILLAGE OF DEERFIELD

By: [Signature]
Village Manager

ATTEST:

By: _____
Village Clerk

VILLAGE OF GLENCOE

By: _____
Village Manager

ATTEST:

By: _____
City Clerk

CITY OF HIGHLAND PARK

By: _____
City Manager

ATTEST:

By: _____
Village Clerk

VILLAGE OF LAKE BLUFF

By: _____
Village Manager

ATTEST:

By: _____
City Clerk

THE CITY OF LAKE FOREST

By: _____
City Manager

ATTEST:

By: _____
Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village Manager

IN WITNESS WHEREOF, the Parties have by their duly authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

VILLAGE OF DEERFIELD

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

VILLAGE OF GLENCOE

By:  _____
Village Clerk

By:  _____
Village Manager

ATTEST:

CITY OF HIGHLAND PARK

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

THE CITY OF LAKE FOREST

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Village Clerk

By: _____
Village Manager

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

VILLAGE OF DEERFIELD

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

VILLAGE OF GLENCOE

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CITY OF HIGHLAND PARK

By: *Shirley Fitzgerald*
City Clerk

By: *[Signature]*
City Manager

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

THE CITY OF LAKE FOREST

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Village Clerk

By: _____
Village Manager

IN WITNESS WHEREOF, the Parties have by their duly authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

VILLAGE OF DEERFIELD

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

VILLAGE OF GLENCOE

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CITY OF HIGHLAND PARK

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF LAKE BLUFF

By: Will E. Meyer
Village Clerk

By: [Signature]
Village Administrator

ATTEST:

THE CITY OF LAKE FOREST

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Village Clerk

By: _____
Village Manager

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

By: _____
Village Clerk

VILLAGE OF DEERFIELD

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

VILLAGE OF GLENCOE

By: _____
Village Manager

ATTEST:

By: _____
City Clerk

CITY OF HIGHLAND PARK

By: _____
City Manager

ATTEST:

By: _____
Village Clerk

VILLAGE OF LAKE BLUFF

By: _____
Village Manager

ATTEST:

By: Cathy Hon Brugel
City Clerk

THE CITY OF LAKE FOREST

By: [Signature]
City Manager

ATTEST:

By: _____
Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village Manager

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

VILLAGE OF DEERFIELD

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

VILLAGE OF GLENCOE

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CITY OF HIGHLAND PARK

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

THE CITY OF LAKE FOREST

By: _____
City Clerk

By: _____
City Manager

ATTEST:

VILLAGE OF NORTHBROOK

By:  _____
Village Clerk

By:  _____
Village Manager

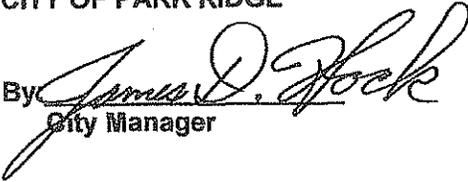
ATTEST:

By: _____
Village Clerk

ATTEST:

By: _____
Village Clerk

CITY OF PARK RIDGE

By: 
City Manager

VILLAGE OF SKOKIE

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

ATTEST:

By: *Terrence Wilton*
Village Clerk

#10749797_v6

CITY OF PARK RIDGE

By: _____
Village Manager

VILLAGE OF SKOKIE

By: *Ally Dey*
Village Manager

Holland & Knight

131 South Dearborn Street, 30th Floor | Chicago, Illinois | T 312-263-3600 | F 312-578-6666
Holland & Knight LLP | www.hklaw.com

Memorandum

Date: January 17, 2013

To: Members of the North Shore Electricity Aggregation Consortium

From: Hart M. Passman, Holland & Knight LLP

Re: First Amendment to the Consortium Intergovernmental Agreement

Enclosed please find the proposed First Amendment to the Intergovernmental Agreement Establishing the North Shore Electricity Aggregation Consortium ("*First Amendment*"), along with a template resolution (prepared for The City of Lake Forest but adaptable for each of your City Councils and Village Boards) approving the First Amendment.

The purpose of the First Amendment is threefold:

1. Extension of Duration. When the original Intergovernmental Agreement was negotiated and approved in December 2011, the eight member municipalities contemplated a one-time joint process toward establishment of electricity aggregation programs, which, at the time, was expected to be completed by the end of 2012. Accordingly, the Intergovernmental Agreement expired as of December 31, 2012.

In the months that followed, the Consortium approved a modified process that requires annual collaboration on electricity rates, pursuant to each Consortium member's agreement with the Consortium's selected electricity provider, MC Squared. The Power Supply Agreements with MC Squared reflect a three-year term through May 2015 (with possible extensions afterward). In order to formally maintain the Consortium through the end of the current term of the Power Supply Agreements, the First Amendment would extend the term of the Consortium in perpetuity. Each member would retain the ability to withdraw from the Consortium at any time.

2. Modification of Electricity Aggregation Provisions. As noted above, the processes and agreements approved by the members of the Consortium differed from the process initially contemplated by the Intergovernmental Agreement. The First Amendment sets forth appropriate modified terms intended to provide flexibility to the Consortium to pursue different methods of electricity aggregation (including the process approved in 2012).

3. Expansion of Scope. The Consortium expressed an interest in expanding the members' cooperation to other issues of mutual concern related to utility and energy efficiency and pricing. The First Amendment would allow the Consortium to mutually address those topics, either as part of, or in addition to, the Consortium's electricity aggregation efforts.

North Shore Electricity Aggregation Consortium
January 17, 2013

If approved by at least two members of the Consortium, the First Amendment would take retroactive effect as of January 1, 2013. Any member of the original Consortium that does not approve the First Amendment may be deemed to have withdrawn from the Consortium, as the original Intergovernmental Agreement has expired.

Please contact our office if you have any questions or if we may be of further assistance.

#12129186_v1

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

Agenda Item: 16

Subject: A RESOLUTION APPROVING THE ESTABLISHMENT OF A
MULTI-JURISDICTIONAL TASK FORCE ON SHARED FIRE AND
EMS SERVICES WITH THE CITY OF HIGHLAND PARK, THE
CITY OF HIGHWOOD, AND THE CITY OF LAKE FOREST

Action Requested: CONSIDERATION OF THE RESOLUTION

Originated By: VILLAGE BOARD

Referred To: VILLAGE BOARD

Summary of Background and Reason For Request:

On December 11, 2012 the Village Board met with the City Councils of Highland Park, Highwood and Lake Forest to hear a presentation from the International City/County Management Association Center for Public Safety Management regarding their review and study of the policies, procedures and operations of Fire and EMS services within each of the respective communities. Following the presentation and discussion, it was the general consensus of the community leaders to establish a task force to continue the dialogue and consideration of possible shared and/or consolidated service opportunities. To that end, please find attached a Resolution establishing such a task force which also sets out the purpose and responsibilities of the task force, its composition, general governance, and expected reporting requirements.

As always, Village Staff will be available to respond to any questions from the Village Board.

Reports and Documents Attached:

- Resolution Approving the Establishment of a Multi-Jurisdictional Task Force on Shared Fire and EMS Services.

Village Administrator Recommendation: Approval of the Resolution.

Date Referred to Village Board: 1/28/2013

RESOLUTION NO. 2013-_____

**A RESOLUTION APPROVING THE ESTABLISHMENT OF
A MULTI-JURISDICTIONAL TASK FORCE ON SHARED FIRE AND EMS SERVICES
WITH THE CITY OF HIGHLAND PARK, THE CITY OF HIGHWOOD,
AND THE CITY OF LAKE FOREST**

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage the joint use and enjoyment of the powers, privileges, functions and authority of local governments; and,

WHEREAS, the City of Highland Park, an Illinois home rule municipal corporation ("**Highland Park**"), The City of Lake Forest, an Illinois special charter and home rule municipal corporation ("**Lake Forest**"), the City of Highwood, an Illinois home rule municipal corporation ("**Highwood**"), and the Village of Lake Bluff, an Illinois home rule municipal corporation ("**Lake Bluff**") (collectively, Highland Park, Lake Forest, Highwood and Lake Bluff are the "**Parties**"), by and through their respective corporate authorities, desire to collectively explore opportunities for greater efficiencies and service level enhancements in the deployment of fire and emergency medical service ("**EMS**") resources and personnel for the benefit of the residents, businesses, and property owners of each of the Parties; and,

WHEREAS, at the request of the Parties, the International City/County Management Association Center for Public Safety Management ("**ICMA/CPSM**") has reviewed, and prepared an analytical report of, the policies, procedures and operations of fire and EMS services provided within the service areas of each of the four Parties ("**Report**"); and,

WHEREAS, the ICMA/CPSM Report identifies that the fire and EMS services offered by the Parties are currently functionally consolidated to a certain degree, through established MABAS, ARA and AA agreements, which partial consolidation results in higher quality fire, EMS, and public safety services to the Parties; and,

WHEREAS, following a presentation by representatives of ICMA/CPSM to the governing bodies of each of the Parties at a joint public meeting on December 11, 2012, the Parties agreed to establish a task force to continue the dialogue and consideration of opportunities for shared and/or consolidated fire and EMS services that will permit the Parties to continue quality public safety services in the face of challenging economic times ("**Task Force**").

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 Board of Trustees.

Section 2. Establishment of Task Force. The Board of Trustees of the Village of Lake Bluff shall, and does hereby, approve the establishment of the Task Force, in accordance with the following:

- A. **Purpose and Responsibilities.** The purpose of the Task Force is to advise the Parties on the feasibility of consolidating their respective fire departments and EMS services. In analyzing the merits of such a consolidation, and the associated costs and benefits of various governance structures, the Task Force shall be charged with undertaking, in accordance with applicable law and consistent with the terms of this Resolution, all studies and discussions necessary to properly examine fire & EMS services for the Parties, including, without limitation:
1. Utilization and examination of the ICMA/CPSM Report and other current and credible data and information on possible consolidation of fire and EMS services, and related economic impacts and service level implications;
 2. Solicitation of community and business input on the impacts of possible changes to fire and EMS services provided within the service areas of the four Parties, including the rising costs to provide these services and any proposed adaptations;
 3. Development of recommendations during calendar year 2013 to the corporate authorities of the Parties regarding shared services strategies available to the Parties that will mitigate the impacts of declining resources and the need to provide essential fire and EMS services, which recommendations and proposed outcomes shall include suggestions as to appropriate implementing bodies (governmental and non-governmental), market-based and regulatory programs and incentives, as well as possible funding sources;
 4. Proposition of alternative methods for educating residents and businesses about issues concerning the costs and possible consolidation of fire and EMS services; and
 5. Consideration, development and possible execution of a Fire & EMS Shared Services Plan mutually acceptable to the Parties.
- B. **Composition.** The Mayors of Highland Park, Lake Forest, and Highwood, and the Village President of Lake Bluff, shall each appoint, with the advice and consent of their respective corporate authorities, two representatives to the Task Force. The members of the Task Force shall select one of its members to serve as Chairperson and the Task Force may establish, combine, or abolish subcommittees of its members as it may from time-to-time deem appropriate.

- C. Meetings; Expenditures. As soon as practicable, the Task Force shall hold an organizational meeting to determine governance issues, funding of related expenses, and expected contributions by each Party of staff time and other resources. Following its organizational meeting, the Task Force shall meet regularly in pursuit of the goals stated in this Resolution, but no out-of-pocket expenses shall be incurred by or on behalf of the Task Force except to the extent that the Parties have approved moneys to defray such expenses. The Task Force shall operate in accordance with the Open Meetings Act.

- D. Reports. On a regular basis, the Task Force shall report to the respective corporate authorities of the Parties regarding its activities. Upon the conclusion of its review and studies, the Task Force shall issue a final recommendation to the corporate authorities of each of the Parties concerning consolidation of fire and/or EMS services, and the adoption of agreements or other documents as may be necessary to effectuate the recommendation.

Section 3. Effective Date.

This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law and the adoption of substantially similar resolutions by Highland Park, Highwood and Lake Forest. In the event that such similar resolutions have not been adopted by the corporate authorities of Highland Park, Highwood and Lake Forest within three months after the adoption hereof, this Resolution shall automatically be null and void and of no further force and effect whatsoever.

PASSED this ____th day of _____, 2013, by vote of the Board of Trustees of the Village of Lake Bluff, Illinois, as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____th day of _____, 2013.

Village President

ATTEST:

Village Clerk

#12167953_v1

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

Agenda Item: 17

Subject: A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN
THE VILLAGE AND THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY (MS-4 STORM SEWER SYSTEM REGULATIONS)

Action Requested: CONSIDERATION OF THE RESOLUTION (Voice Vote)

Originated By: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Referred To: VILLAGE ENGINEER

Summary of Background and Reason for Request:

As an operator of a municipal separate storm sewer system (MS4) in an urbanized area, the Village of Lake Bluff is required to comply with various stormwater related requirements enforced by the Illinois Environmental Protection Agency (IEPA). The MS4 requirements include the development of a stormwater management program comprised of best practices and measurable goals, submittal of a Notice of Intent to comply with the regulations, and submittal of reports demonstrating compliance to the IEPA.

In the fall of 2012 the IEPA notified the Village of Lake Bluff that the Village did not properly renew the Village's MS4 permit. In response the Village contacted the IEPA and, with the assistance of Baxter and Woodman Consulting Engineers, developed a written Notice of Intent to fully comply with the MS4 permit requirements which was transmitted to the IEPA (see attached January 8, 2013 letter). The IEPA reviewed and accepted the Village's proposed work activities and proposed implementation schedule, and has incorporated these items into a proposed Compliance Commitment Agreement. A resolution approving the proposed Compliance Commitment Agreement is attached for your consideration.

Village Engineer George Russell and Baxter & Woodman Mark Phipps will be available to respond to any questions from the Village Board.

Reports and Documents Attached:

1. A Resolution Approving a Compliance Commitment Agreement with the IEPA;
2. Lake Bluff Village Engineer's letter dated January 8, 2013, forwarding a NOI to the IEPA; and
3. Proposed Compliance Commitment Agreement with the IEPA.

Village Administrator's Recommendation: Approval of the Resolution.

Date Referred to Village Board: 1/28/2013

RESOLUTION NO. 2012-

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN
THE VILLAGE AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

WHEREAS, the Illinois Environmental Protection Agency has requested that the Village enter into an agreement concerning compliance with the Illinois Environmental Protection Act; ("**Agreement**"); and

WHEREAS, the Board of Trustees has determined that the approval and execution of the Agreement is in the best interests of the Village;

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

Section 1. Recitals.

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

Section 2. Approval of Agreement.

The Agreement by and between the Village and the Illinois Environmental Protection Agency is hereby approved in substantially the form attached as **Exhibit A** and in a final form approved by the Village Attorney.

Section 3. Execution of Agreement.

The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Agreement, only after receipt by the Village Clerk of at least one original copy of the Agreement executed by the Illinois Environmental Protection Agency.

Section 4. Effective Date.

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ___th day of _____, 20___, by vote of the Board of Trustees of the Village of Lake Bluff, Illinois, as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____th day of _____, 20__.

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

#11063098_v1



January 8, 201~~3~~³

Illinois EPA
 Division of Water Pollution Control
 Attn: Susan Lee/CAS#19
 P.O. Box 19276
 Springfield, IL 62794-9276

Re: Violation Notice: Village of Lake Bluff MS4 Permit IL400366
 Violation Notice No.: W-2012-50196

Dear Ms. Lee:

Enclosed with this letter, please find the Village's Notice of Intent (NOI) to fully comply with the MS4 permit requirements. The NOI includes measurable goals for each minimum control measure and each best management practice. The following implementation schedule outlines the significant milestones which the Village will meet in order to become fully compliant by December 6, 2013.

- *Already Complete* - Develop a storm sewer system map.
- *Already Complete* - Enforce an ordinance requiring erosion and sediment controls with sanctions to ensure compliance.
- *Already Complete* - Enforce an ordinance addressing post-construction runoff from new development and re-development projects.
- *March 1, 2013* - Review the Village Code to determine whether non-stormwater discharges to the drainage system are effectively prohibited. If they are not, adopt an illicit discharge and connection ordinance by *December 1, 2013*.
- *March 1, 2013* - Develop written procedures for illicit discharge detection and elimination.
- *March 1, 2013* - Develop a visual dry weather outfall screening program.
- *April 1, 2013* - Develop inspection and maintenance procedures for the stormwater drainage system.
- *May 1, 2013* - Develop a Stormwater Pollution Prevention Plan for the Public Works Facility.
- *June 1, 2013* - Develop a NPDES Phase II web page on the Village's website.
- *June 1, 2013* - Submit Annual Facility Inspection Report to IEPA for the March 2012-February 2013 reporting period.
- *July 1, 2013* - Develop written procedures for review of site development plans, inspection of active construction sites, and enforcement of development ordinances.
- *August 1, 2013* - Develop a water quality monitoring program to evaluate the effectiveness of the Village Stormwater Management Program.
- *December 1, 2013* - Include two articles regarding stormwater pollution prevention in the Village's newsletter.
- *December 1, 2013* - Publicize a hotline for resident reporting on potential incidents of stormwater pollution.
- *December 6, 2013* - Submit a Facility Inspection Report documenting full compliance with the MS4 permit requirements.

It is understood that the IEPA will review and comment on the submitted NOI. Lake Bluff will then follow the provisions of a Compliance Commitment Agreement to be developed by IEPA.

VILLAGE HALL, 40 EAST CENTER AVENUE, LAKE BLUFF, ILLINOIS 60044
 Telephone (847) 234-0774 Fax (847) 234-7254
 E-Mail: vlb@lakebluff.org

January 8, 2013
Lake Bluff MS4 – NOI
Page 2 of 2

Thank you for your assistance in this matter. If you have any questions at this time please do not hesitate to contact me at 224-588-7808 or via e-mail at grussell@lakebluff.org.

Sincerely,



George Russell, P.E.
Village Engineer

C: Drew Irvin, Village Administrator
Mark Phipps, Baxter & Woodman

**Preamble to Notice of Intent for Renewal of General Permit
Lake County, Illinois
Countywide Approach and Drainage Overview:
SMC as a Qualifying Local Program**

Countywide Approach

The Lake County Stormwater Management Commission (SMC) is a countywide governmental agency created by county ordinance under the authority of Illinois Revised Statute 55/5-1062. SMC's goals include the reduction of flood damage and water quality degradation and assurance that new development addresses nonpoint source pollution, does not increase flood and drainage hazards to others or create unstable conditions susceptible to erosion. To accomplish this, the SMC works cooperatively with individuals, groups, and units of government as well as serving as the corporate enforcement authority for the Lake County Watershed Development Ordinance. Certified communities are also required participants in the enforcement of the Watershed Development Ordinance. SMC utilizes technical assistance, educational programs and watershed planning to increase public awareness of natural resources and the impacts of urbanization on stormwater quality. In addition, SMC provides solutions to problems related to stormwater and identifies better ways of managing natural resources.

SMC assisted small MS4s in the development and establishment of an efficient and effective program to meet the requirements of the Illinois NPDES Phase II program via a countywide approach under the original 5-year NOI period. SMC has been implementing a comprehensive, countywide stormwater program for 11 years, which provided services under four of the six Minimum Control Measures at the issuance of the original NOI. In 2002, SMC formed an Ad Hoc Municipal Advisory Committee (MAC) specifically to advise MS4s on the NPDES Phase II Permit program. The MAC is comprised of municipal, township, drainage district, consultant and county representatives. SMC is advising and assisting the MS4s in preparing their NOIs, but will not be a permittee as it does not own or operate any sewer systems.

SMC has sponsored informational workshops and roundtable discussions and formed the Municipal Advisory Committee (MAC) to receive input on how SMC can best assist local governments during the permit application process and implementation period. Through these discussions, it was decided that each municipality (or small MS4) will submit its own "Notice of Intent" (NOI) to be covered under IEPA's statewide general permit; however, using the countywide approach municipalities may take credit for the programs and ordinances developed by SMC as well as tailor specific local BMP programs for compliance with the Phase II rules.

As part of the countywide approach to comply with the NPDES Phase II program, SMC has already provided the following assistance to municipalities at no additional cost:

- Supported NPDES II presentations to local boards,
- Developed model Notice of Intent (NOI),
- Provided countywide receiving streams map,
- Developed specific BMP Measurable Goals and program development tasks for Years 1 through 5,
- Served as clearinghouse for all support information and acts as a liaison to IEPA and USEPA,
- Supported the Municipal Advisory Committee (MAC),
- Drafted models of the Annual Performance Reports and specific BMP Measurable Goals for Years 1 through 5,
- Provided model Illicit Discharge Ordinance language and a Lake County Guidance Manual for Illicit Discharge Detection and Elimination (IDDE),
- Developed training workshops for municipal employees regarding IDDE program development, good house keeping, Managing Snow and Ice Operations to Protect Water Quality, and
- Continued to enforce and amend the Lake County Watershed Development Ordinance (WDO).

The original NOI identified various existing SMC countywide services that qualify for credit under four of the six Minimum Control Measures. These services include:

- A. **Public Education and Outreach:** SMC provides, through its Public Information Coordinator, various training workshops, homeowners workshops, brochures, training manuals, videos, etc., which qualify for credit.
- B. **Public Participation and Involvement:** SMC coordinates and participates in public meetings and committees, including the Municipal Advisory Committee (MAC), SMC Board of Commissioners, Technical Advisory Committee (TAC), citizen watershed planning committees, Watershed Management Board (WMB), and volunteer support.
- D. **Construction Site Runoff Control:** SMC adopted the countywide Watershed Development Ordinance in 1992, which establishes the minimum stormwater management requirements for development in Lake County. The WDO, which is enforced by SMC as well as by certified communities in the county, establishes standards for construction site runoff control.
- E. **Post-Construction Runoff Control:** The Watershed Development Ordinance also establishes standards for post-construction runoff control.

The MAC approach left the bulk of the remaining two Minimum Control Measures to the MS4.

- C. **Illicit Discharge Detection and Elimination:** The MS4 was responsible for creating an Illicit Discharge Detection and Elimination (IDDE) program, development of a map identifying outfalls to the drainage system, and the development of a local IDDE ordinance.
- F. **Pollution Prevention/Good House Keeping:** The MS4 was responsible for creating a Pollution Prevention/Good Housekeeping plan for municipal activities, and creating an employem training program

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 NOTICE OF INTENT FOR NEW OR RENEWAL OF
 GENERAL PERMIT FOR DISCHARGES FROM
 SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS
 (MS4s)**

Input forms in Word format are available via email.
terri.lemasters@illinois.gov
 or by calling the Permit Section at 217/782-0610
 See address for mailing on page 4

For Office Use Only – Permit No. ILR40 _____

Part I. General Information

1. MS4 Operator Name: Village of Lake Bluff
2. MS4 Operator Mailing Address:
 Street- 40 East Center Avenue City- Lake Bluff
 State- Illinois Zip Code- 60044
3. Operator Type: Village
4. Operator Status: Local
5. Name(s) of Governmental Entity (ies) in which MS4 is located: Village of Lake Bluff, Shields Township, and Lake County
6. Area of land that drains to your MS4 (in square miles): 4.1

7. Latitude/Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:
 Latitude: 42 16 52 Longitude: 87 50 56
 DEG. MIN. SEC. DEG. MIN. SEC.

8. Name(s) of known receiving waters: Attach *additional sheets (Attachment 1) as necessary:*
- | | |
|---------------------------|------------------------|
| 1. <u>Lake Michigan</u> | 2. <u>Skokie River</u> |
| 3. <u>Pettibone Creek</u> | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |

9. Persons Responsible for Implementation/Coordination of Storm Water Management Program:

<u>Name</u>	<u>Title</u>	<u>Telephone No.</u>	<u>Area of Responsibility</u>
George Russell	Village Engineer	847-234-0774	Minimum Control Measures 1-6

Part II. Best Management Practices (include shared responsibilities) Proposed to be Implemented in the MS4 Area

(Details of BMP implementation for each checked BMP number, e.g., A.1, E.2, is required in Part IV of NOI.)

		“X” commitment
QLP	MS4	“.” QLP commitment related only to language in SMPP template
		A. Public Education and Outreach
X	X	A.1 Distributed Paper Material
		A.2 Speaking Engagement
X		A.3 Public Service Announcement
X		A.4 Community Event
X		A.5 Classroom Education Material
X	X	A.6 Other Public Education
		B. Public Participation/Involvement
X		B.1 Public Panel
		B.2 Educational Volunteer
X		B.3 Stakeholder Meeting
		B.4 Public Hearing
	X	B.5 Volunteer Monitoring
X		B.6 Program Coordination
		B.7 Other Public Involvement
		C. Illicit Discharge Detection and Elimination
	X	C.1 Storm Sewer Map Preparation
X	X	C.2 Regulatory Control Program
		C.3 Detection/Elimination Prioritization Plan
	X	C.4 Illicit Discharge Tracing Procedures
		C.5 Illicit Source Removal Procedures
		C.6 Program Evaluation and Assessment
	X	C.7 Visual Dry Weather Screening
		C.8 Pollutant Field Testing
		C.9 Public Notification
		C.10 Other Illicit Discharge Controls

		“X” commitment
QLP	MS4	“.” QLP commitment related only to language in SMPP template
		D. Construction Site Runoff Control
X	X	D.1 Regulatory Control Program
X	X	D.2 Erosion and Sediment Control BMPs
X	X	D.3 Other Waste Control Program
X	X	D.4 Site Plan Review Procedures
X	X	D.5 Public Information Handling Procedures
X	X	D.6 Site Inspection/Enforcement Procedures
		D.7 Other Construction Site Runoff Controls
		E. Post-Construction Runoff Control
		E.1 Community Control Strategy
X	X	E.2 Regulatory Control Program
X	X	E.3 Long Term O&M Procedures
X	X	E.4 Pre-Const Review of BMP Designs
X	X	E.5 Site Inspections During Construction
X	X	E.6 Post-Construction Inspections
X		E.7 Other Post-Const Runoff Controls
		F. Pollution Prevention/Good Housekeeping
X	X	F.1 Employee Training Program
	X	F.2 Inspection and Maintenance Program
	X	F.3 Municipal Operations Storm Water Control
		F.4 Municipal Operations Waste Disposal
X		F.5 Flood Management/Assess Guidelines
		F.6 Other Municipal Operations Controls

Part III. Qualifying Local Programs

The Lake County Stormwater Management Commission (SMC) will serve as a Qualifying Local Program for MS4s in Lake County. As part of ongoing services, SMC will perform some functions related to each of the six minimum control measures, however, the MS4s will be providing additional services in their local programs, especially for Illicit Discharge Detection and Elimination and Pollution Prevention/Good Housekeeping BMPs. BMPs and measurable goals that will be performed by the QLP are described in Attachment 2.

Six Minimum Control Measures:

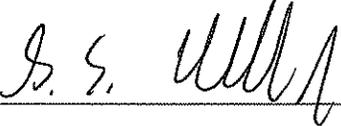
1. Public Education and Outreach.
2. Public Participation/Involvement.
3. Illicit Discharge Detection and Elimination.
4. Construction Site Runoff Control.
5. Post-Construction Runoff Control.
6. Pollution Prevention/Good Housekeeping.

Part IV. Measurable Goals (include shared responsibilities) Proposed to be Implemented by the Village

Proposed BMPs are described on Attachment 3.

Part V. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Authorized Representative Name and Title	Signature	Date
GEORGE RUSSELL, VILLAGE ENGINEER		1/8/12

Mail completed form to:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
ATTN: PERMIT SECTION
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

Attachment 2

Part III (Continued) Qualifying Local Programs

The Lake County Stormwater Management Commission (SMC) will serve as a Qualifying Local Program for MS4s in Lake County.

SMC will foster the success of a countywide NPDES Phase II approach by continuing to provide support to local municipalities throughout the permit process and implementation phase.

1. Public Education and Outreach.

The SMC will conduct Public Education and Outreach as part of its ongoing countywide services. Public Education and Outreach requires implementation of a program to distribute educational material to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants to stormwater runoff.

BMP No. A.1: Distributed Paper Material

The SMC develops and distributes a variety of materials related to stormwater management in Lake County. A number of pamphlets and brochures related to BMPs and stormwater management have been produced. SMC prepares a quarterly newsletter, "Mainstream" as well as an Annual Report that highlights the stormwater management activities in Lake County. SMC also prepares Project Fact Sheets that provide information on ongoing and recently completed stormwater management projects. SMC has developed or collaborated on a number of manuals such as the "Riparian Areas Management: A Citizen's Guide", "A Citizen's Guide to Maintaining Stormwater Best Management Practices", and the "Streambank Stabilization Manual."

Measurable Goals: Distribute informational materials from "take away" rack at SMC. Upon request, distribute materials directly to municipalities for local distribution. Recommend measures to address this BMP in SMPP template.

BMP No. A.3: Public Service Announcement

A public service announcement related to the NPDES Phase II program will be written and included in the Quarterly Newsletter, "Mainstream." SMC will coordinate with Lake County Department of Transportation (LCDOT) to post watershed identification signage in watersheds where watershed planning activities occur.

Measurable Goals: Include public service announcement highlighting community accomplishments related to the NPDES Phase II process in "Mainstream" once annually.

Post watershed identification signage with LCDOT.

BMP No. A.4: Community Event

The SMC sponsors and co-sponsors technical training and public awareness workshops. Workshop topics include watershed tours for the public, soil erosion and sediment control technical training module, management practices to protect water quality, etc.

Measurable Goals: Conduct workshop(s) annually.

Recommend measures to address this BMP in SMPP template

BMP No. A.5: Classroom Education

The SMC will contribute to the development and compilation of a stormwater educational material kit for local teachers.

Measurable Goals: Develop and compile information for stormwater educational kit for distribution upon request.

Provide materials and training on storm sewer inlet stenciling kits to teachers upon request.

BMP No. A.6: Other Public Education

The SMC operates a website that provides many resources for citizens, developers, engineers, and municipalities. The website includes pages such as "Citizens Assistance", "Watershed Planning", "Projects", "Best Management Practices", "Publications", "Press Releases" and "Links." These pages provide notices of upcoming meetings and ongoing projects, allow for download of many SMC documents, and provide links to other NPDES II and BMP resources.

Measurable Goal: Maintain and update the NPDES Phase II portion SMC website with resource materials such as model ordinances, case studies and brochures.

Recommend measures to address this BMP in SMPP template.

2. Public Participation/Involvement.

The SMC will support Lake County MS4s by performing activities and services related to the Public Participation/Involvement minimum control measure.

BMP No. B.1: Public Panel

The SMC coordinates and conducts public meetings and committee meetings that include public representation. A monthly Stormwater Management Commission meeting is open to the public and also includes the SMC Board of Commissioners, which includes six municipal representatives and six county board members.

The Technical Advisory Committee (TAC) was started in 1992 to assist in the development, revision and review of the Watershed Development Ordinance (WDO) standards and administrative procedures. TAC is made up of representatives from the development, environmental, municipal and consultant engineering fields. TAC meetings are held monthly or on an as-needed basis.

The Municipal Advisory Committee (MAC) is made up of municipal, township, drainage district, consulting and county representatives. MAC has worked to coordinate and review the Notice of Intent (NOI) and other NPDES Phase II program components. The MAC will continue to meet as needed during the implementation of the NPDES Phase II stormwater management program.

The Watershed Management Boards (WMBs) meet yearly to make recommendations on BMP project funding. Members include chief municipal elected officials, township supervisors, drainage district chairs, and county board members from each district within the boundaries of the watersheds.

*Measurable Goals: Provide notice of public meetings on SMC website.
Track number of meetings conducted.*

BMP No. B.3: Stakeholder Meeting

The SMC is actively involved in watershed planning throughout Lake County. SMC believes that the watershed planning process cannot happen and will not be successful without the input, interest and commitment of stakeholders. Stakeholders may include municipalities, townships, drainage districts, homeowner associations, developers, county agencies, lakes management groups, landowners and local, state and federal agencies.

*Measurable Goals: Provide notice of stakeholder meetings on SMC website.
Track number of watershed planning committee meetings conducted.
Establish watershed planning committees for each new watershed planning effort.
Recommend measures to address this BMP in SMPP template*

BMP No. B.6: Program Coordination

The Countywide Approach to NPDES Phase II Permitting Summary identifies the role of SMC as a Qualifying Local Program. The SMC proactively formed the Municipal Advisory Committee (MAC) to facilitate coordination of the NPDES Phase II stormwater program in Lake County. SMC also prepared a presentation that can be used by municipal representatives to inform their board members about the NPDES II program and how it will be implemented in Lake County through existing local resources and programs. SMC will continue to coordinate the program and provide guidance for the regulated MS4s by continuing to facilitate MAC meetings through the program implementation phase. SMC will prepare a draft report on the Qualifying Local Program activities and provide guidance to MS4s in preparing their annual reports.

*Measurable Goals: Track number of MAC meetings conducted during program implementation.
Prepare draft report on Qualifying Local Program activities at the end of each permit year, if required.*

3. Illicit Discharge Detection and Elimination.

MS4s are required to perform activities related to the Illicit Discharge Detection and Elimination (IDDE) minimum control. The requirements of an IDDE program include the following:

- Develop a storm sewer system map that shows the locations of all outfalls and the names and locations of all waters of the US that receive discharges from those outfalls.
- Prohibit non-storm water discharges into the storm sewer system and implement appropriate enforcement procedures and actions.
- Develop and implement a plan to detect and address illicit discharges into the storm sewer system.
- Educate public employees, businesses and general public of hazards associated with illegal discharges and improper disposal of waste.
- Identify the appropriate best management practices and measurable goals.

SMC is committed to providing some supporting additional functions to MS4s for meeting the Illicit Discharge Detection and Elimination minimum control.

BMP No. C.2: Regulatory Control Program

The SMC provided model ordinance examples for MS4s to consider at the local level. The model ordinance language will prohibit non-storm water discharges to the storm sewer or drainage system. Additionally, the WDO includes provisions, which prohibit illegal dumping to the storm sewer or drainage system.

Measurable Goal: Continue to enforce the countywide WDO.

4. Construction Site Runoff Control.

Lake County has adopted a Watershed Development Ordinance (WDO) that establishes the minimum stormwater management requirements for development in Lake County. The WDO, which is enforced by SMC as well as by certified communities in the county, establishes standards for construction site runoff control.

BMP No. D.1: Regulatory Control Program

The WDO has been adopted as the regulatory mechanism to require erosion and sediment controls for construction activities in Lake County. The soil erosion and sedimentation control performance standards are included in Article IV, Section B.1.j. of the WDO. At a

minimum, these standards apply to any development that hydrologically disturbs 5,000 square feet or more.

SMC initiated a Designated Erosion Control Inspector (DECI) Program, which originated out of an assessment of WDO implementation during the original NOI period. The purpose of the DECI program is to facilitate positive communication between the permit issuing agency or community and the permit holder by creating a single point of contact for soil erosion/sediment control issues with the idea that it is easier to prevent soil erosion and sediment control problems than it is to correct them after they have occurred. Further, the program is intended to improve site conditions, minimize environmental impacts, and educate contractors/developers/inspectors about proper soil erosion/sediment control Best Management Practices. The DECI program was designed to closely mirror the inspection requirements of the IEPA NPDES Phase II permit (for individual construction sites).

*Measurable Goal: Continue to enforce the countywide WDO.
Administer the DECI as outlined by the WDO.
Recommend measures to address this BMP in SMPP template.*

BMP No. D.2: Erosion and Sediment Control BMPs

Article IV, Section B.1.j of the WDO specifies the required soil erosion and sediment control measures for any land disturbance activity. This section of the WDO includes 15 requirements for soil erosion and sediment control measures including: minimize soil disturbance; protect adjoining properties from erosion and sedimentation; complete installation of soil erosion and sediment control features prior to commencement of hydrologic disturbance; stabilize disturbed areas within 14 days of active disturbance; avoid disturbance of streams and when possible, size measures appropriate to the amount of tributary drainage area; protect functioning storm sewers from sediment; prevent sediment from being tracked onto adjoining streets; limit earthen embankments to slopes of 3H:1V; identify soil stockpile areas; and utilize statewide standards and specifications as guidance for soil erosion and sediment control.

The SMC has also prepared the Technical Reference Manual (TRM) for the WDO. The TRM is used to guide compliance with the WDO and provides detailed information on soil erosion and sedimentation control BMPs. The TRM is currently being updated and expanded to include BMP guidance chapters on Wetland Areas, Public Roadways, and Ordinance Administration and Enforcement.

*Measurable Goal: Continue to enforce the countywide WDO.
Complete TRM updates, approve and publicize final TRM.
Recommend measures to address this BMP in SMPP template.*

BMP No. D.3: Other Waste Control Program

The WDO includes provisions regarding the control of waste and debris at construction sites.

Measurable Goal: Enforce WDO provisions regarding the control of waste and debris at construction sites.

Recommend measures to address this BMP in SMPP template.

BMP No. D.4: Site Plan Review Procedures

Within each jurisdiction, one of the primary duties of the enforcement officer is to review all Watershed Development Applications and issue permits for those projects that are in compliance with the provisions of the WDO. SMC provides training for all new enforcement officers and enforcement officers must pass an exam in order to be certified. SMC periodically reviews all certified communities' Ordinance enforcement records and performance. Ongoing updates to the TRM include the addition of sections that discuss Ordinance Administration and Enforcement.

*Measurable Goals: Track number of enforcement officers who have passed the exam.
Track number of communities that undergo a performance review.
Complete Ordinance Administration Chapter of TRM.
Recommend measures to address this BMP in SMPP template.*

BMP No. D.5: Public Information Handling Procedures

The SMC provides a number of opportunities for receipt and consideration of information submitted by the public. The Citizen Inquiry Response System (CIRS) documents and tracks the resolution of reported problems and citizen complaints. SMC's website provides information on "Who to call" for various problems or concerns. An Interagency Coordination Agreement between SMC and the U.S. Army Corps of Engineers, the Lake County Soil and Water Conservation District and the National Resources Conservation Service specifies that if any of these agencies receive a report of a soil erosion and sediment control issue, they will contact SMC. SMC will then investigate the report and prescribe corrective action to the property owner or coordinate with the certified community to find a solution.

*Measurable Goal: Track number of complaints received and processed related to soil erosion and sediment control.
Recommend measures to address this BMP in SMPP template.*

BMP No. D.6: Site Inspection/Enforcement Procedures

Article VI of the WDO provides both the recommended and the minimum requirements for site inspection. The enforcement officers within each certified community must conduct site inspections. SMC has direct responsibility for non-certified communities, LCDOT, and the Lake County Forest Preserve. Article VII of the WDO specifies the penalties and legal action that may be imposed if the WDO is violated. If a construction site is not in compliance with the requirements of the WDO, the jurisdictional enforcement officer may issue a stop work order on all development activity on the subject property or on the portion of the activity in direct violation of the WDO. In addition, failure to comply with any of the requirements of the WDO constitutes a violation, and any person convicted thereof may be fined.

*Measurable Goals: Track number of site inspections conducted by SMC.
Recommend measures to address this BMP in SMPP template.*

5. Post-Construction Runoff Control.

As described above, the Lake County Watershed Development Ordinance (WDO) establishes the minimum stormwater management requirements for development in Lake County. The WDO establishes standards for post-construction site runoff control. These standards apply to any new development or re-development, which result in over 0.5 acres of new impervious area.

BMP No. E.2: Regulatory Control Program

The WDO requires that all applicants adopt a stormwater management strategy for controlling post-construction runoff. The applicant must develop a stormwater management strategy that minimizes the increase in runoff volumes and rates and addresses the water quality treatment requirements of the WDO. The proposed drainage plan must use the runoff reduction hierarchy in the WDO and implement BMPs as presented in the TRM. The WDO also requires the use of buffers when adjacent to existing water bodies.

*Measurable Goal: Continue to enforce the countywide WDO.
Recommend measures to address this BMP in SMPP template.*

BMP No. E.3: Long Term O&M Procedures

The WDO requires that a maintenance plan be prepared for all stormwater management system components for Major developments (as defined by the WDO). Enforcement officers may require maintenance plans to be prepared for all development sites that require a NPDES permit. The maintenance plan must include: maintenance tasks; the party responsible for performing the maintenance tasks; a description of all permanent public or private access maintenance easements and overland flow paths, and compensatory storage areas; and a description of dedicated sources of funding for the required maintenance. The TRM includes a sample maintenance plan. The Ordinance also requires that all stormwater management systems be located and described within a deed or plat restriction to ensure perpetuity and access for maintenance.

*Measurable Goal: Continue to enforce the countywide WDO.
Recommend measures to address this BMP in SMPP template.*

BMP No. E.4: Pre-Construction Review of BMP Designs

Within each jurisdiction, one of the primary duties of the enforcement officer is to review all Watershed Development Applications and issue permits for those projects that are in compliance with the provisions of the WDO. This includes a review of the proposed BMPs for post-construction runoff control.

*Measurable Goal: Continue to enforce the countywide WDO.
Recommend measures to address this BMP in SMPP template.*

BMP No. E.5: Site Inspections During Construction

Article VI of the WDO provides both the recommended and the minimum requirements for site inspection. The enforcement officers for each certified community must conduct these inspections. Enforcement officers may inspect site development at any stage in the construction process. For major developments, the enforcement officer shall conduct site inspections, at a minimum, upon completion of installation of sediment and runoff control measures and after final stabilization and landscaping, prior to removal of sediment controls.

*Measurable Goal: Continue to enforce the countywide WDO.
Recommend measures to address this BMP in SMPP template.*

BMP No. E.6: Post-Construction Inspections

(See description of the inspection program provided under E.5)

*Measurable Goal: Continue to enforce the countywide WDO.
Recommend measures to address this BMP in SMPP template.*

BMP No. E.7: Other Post-Construction Runoff Controls

Through the Watershed Management Board (WMB), SMC reviews and partially funds projects related to drainage and water quality improvements. The WMB representing the Lake Michigan, North Branch of the Chicago River, Fox and Des Plaines watersheds – meets yearly to make recommendations on project funding. Members include chief municipal elected officials, township supervisors, drainage district chairs, and county board members from each district within the boundaries of the watershed. The goal of the WMB is to maximize opportunities for local units of government and other groups to have input and influence in local stormwater management problem solving. Projects have improved quality of water in streams and swales, and have enhanced stormwater facilities.

*Measurable Goals: Conduct annual WMB meeting.
Contribute funding to water quality improvement projects, including BMP retrofits, through the WMB.*

6. Pollution Prevention/Good Housekeeping.

This minimum control measure involves the development and implementation of an operation and maintenance program to reduce the discharge of pollutants from municipal operations. This program must include a training program for municipal employees.

BMP No. F.1: Employee Training Program

The SMC will assist MS4s in developing programs for F.1 by incorporating recommended actions into the SMPP template. Additionally, SMC will serve as technical advisors and as a clearinghouse of information related to employee training BMPs and periodically offer training programs.

Measurable Goal: Provide list of available resources to MS4s.

*Provide employee training workshops.
Include training recommendations in SMPP template.*

BMP No. F.5: Flood Management/Assess Guidelines

By adopted policy in the Lake County Stormwater Management Plan, SMC's standard operating procedure is to assess the feasibility of implementing water quality functions in all flood control designs. SMC will evaluate all SMC-sponsored projects for multi-objective opportunities.

Measurable Goal: Track number of projects that are reviewed for multi-objective opportunities.

Attachment 3

Part IV. (Continued) Measurable Goals (include shared responsibilities) Proposed to be Implemented by the Village

All Measurable Goals will be achieved on an annual basis, at a minimum, unless otherwise specified.

1. Public Education and Outreach

The Village is committing to conduct Public Education and Outreach as part of its permit. Public Education and Outreach requires implementation of a program to distribute educational material to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants to stormwater runoff.

BMP No. A.1: Distributed Paper Material

The Village will provide educational materials to the general public through the Village newsletter.

Measurable Goal(s): Include two articles per year regarding stormwater pollution prevention in the Village's newsletter.

BMP No. A.6: NPDES Phase II page on Village Website

The Village will develop an NPDES Phase II page for the Village website.

Measurable Goal(s): Develop the NPDES Phase II website page and track the number of visitors to the site. Maintain and update the website with resource materials such as educational articles and the Village's latest NPDES Phase II Annual Report.

2. Public Participation/Involvement

The Village will perform activities and services related to the Public Participation/Involvement minimum control measure.

BMP No. B.5: Volunteer Monitoring

The Village will provide a hotline for reporting potential incidents of stormwater pollution. The hotline will be publicized in the Village's newsletter and on the Village's NPDES Phase II website page.

Measurable Goal(s): Track the number of reported incidents and the measures taken to address the incidents.

3. **Illicit Discharge Detection and Elimination**

The Village will perform activities related to the Illicit Discharge Detection and Elimination (IDDE) minimum control.

BMP No. C.1: Storm Sewer Map Preparation

The Village has a storm sewer system map to assist in tracking dry weather flows. The current map is in a paper format, but by December 31, 2013, the Village will replace the paper map with a GIS-based map.

Measurable Goal(s): Maintain and update the storm sewer system map.

BMP No. C.2: Regulatory Control Program

The Village will prohibit, through ordinance or other regulatory mechanism, non-stormwater discharges into the storm sewer system and implement appropriate enforcement procedures and actions.

Measurable Goal(s): Review the Village Code to determine whether non-stormwater discharges to the drainage system are effectively prohibited. If they are not, adopt an illicit discharge and connection ordinance. Document all enforcement actions.

BMP No. C.4: Illicit Discharge Tracing

The Village will trace all suspicious discharges and will disconnect any illicit connections found.

Measurable Goal(s): Develop written procedures for illicit discharge detection and elimination. Document all actions taken to trace suspicious discharges.

BMP No. C.7: Visual Dry Weather Screening

The Village will screen outfalls during dry weather for potential illicit discharges.

Measurable Goal(s): Develop and annually implement a visual dry weather outfall screening program.

4. **Construction Site Runoff Control.**

Lake County has adopted a Watershed Development Ordinance (WDO) that establishes the minimum stormwater management requirements for development in Lake County. The WDO, which is enforced by the Village, establishes standards for construction site runoff control.

BMP No. D.1: Regulatory Control Program

The WDO has been adopted as the regulatory mechanism to require erosion and sediment controls for construction activities in the Village. The soil erosion and sedimentation control performance standards are included in Article IV, Section B.1.j. of the WDO. At a minimum,

these standards apply to any development that hydrologically disturbs 5,000 square feet or more.

Measurable Goal: Continue to enforce the countywide WDO.

BMP No. D.2: Erosion and Sediment Control BMPs

Article IV, Section B.1.j of the WDO specifies the required soil erosion and sediment control measures for any land disturbance activity. This section of the WDO includes 15 requirements for soil erosion and sediment control measures including: minimize soil disturbance; protect adjoining properties from erosion and sedimentation; complete installation of soil erosion and sediment control features prior to commencement of hydrologic disturbance; stabilize disturbed areas within 14 days of active disturbance; avoid disturbance of streams and when possible, size measures appropriate to the amount of tributary drainage area; protect functioning storm sewers from sediment; prevent sediment from being tracked onto adjoining streets; limit earthen embankments to slopes of 3H:1V; identify soil stockpile areas; and utilize statewide standards and specifications as guidance for soil erosion and sediment control.

Measurable Goal: Continue to enforce the countywide WDO.

BMP No. D.3: Other Waste Control Program

The WDO includes provisions regarding the control of waste and debris at construction sites.

Measurable Goal: Continue to enforce WDO provisions regarding the control of waste and debris at construction sites.

BMP No. D.4: Site Plan Review Procedures

Within the Village, one of the primary duties of the enforcement officer is to review all Watershed Development Applications and issue permits for those projects that are in compliance with the provisions of the WDO.

Measurable Goals: Document Village procedures for review of site plans. Maintain files for each permitted site plan.

BMP No. D.5: Public Information Handling Procedures

The Village provides opportunities for receipt and consideration of information submitted by the public. The Village Board generally holds public meetings twice per month. Public comments are invited at each meeting. The Village's website provides contact information for each Village Department. A hotline for reporting potential incidents of stormwater pollution will be publicized in the Village's newsletter and on the Village's NPDES Phase II website page.

Measurable Goal: Track number of complaints received and processed related to soil erosion and sediment control.

BMP No. D.6: Site Inspection/Enforcement Procedures

Article VI of the WDO provides both the recommended and the minimum requirements for site inspection. The Village is responsible for conducting these site inspections. If a construction site is not in compliance with the requirements of the WDO, the Village may issue a stop work order on all development activity on the subject property or on the portion of the activity in direct violation of the WDO. In addition, failure to comply with any of the requirements of the WDO constitutes a violation, and any person convicted thereof may be fined.

Measurable Goals: Document Village procedures for site inspection and Ordinance enforcement. Track number of site inspections conducted by the Village.

5. Post-Construction Runoff Control.

As described above, the Lake County Watershed Development Ordinance (WDO) establishes the minimum stormwater management requirements for development in Lake County. The WDO, which is enforced by the Village, establishes standards for post-construction site runoff control. These standards apply to any new development or re-development, which result in over 0.5 acres of new impervious area.

BMP No. E.2: Regulatory Control Program

The WDO requires that all applicants adopt a stormwater management strategy for controlling post-construction runoff. The applicant must develop a stormwater management strategy that minimizes the increase in runoff volumes and rates and addresses the water quality treatment requirements of the WDO. The proposed drainage plan must use the runoff reduction hierarchy in the WDO and implement BMPs as presented in the TRM. The WDO also requires the use of buffers when adjacent to existing water bodies.

Measurable Goal: Continue to enforce the countywide WDO.

BMP No. E.3: Long Term O&M Procedures

The WDO requires that a maintenance plan be prepared for all stormwater management system components for Major developments (as defined by the WDO). The Village may require maintenance plans to be prepared for all development sites that require a NPDES permit. The maintenance plan must include: maintenance tasks; the party responsible for performing the maintenance tasks; a description of all permanent public or private access maintenance easements and overland flow paths, and compensatory storage areas; and a description of dedicated sources of funding for the required maintenance. The TRM includes a sample maintenance plan. The Ordinance also requires that all stormwater management systems be located and described within a deed or plat restriction to ensure perpetuity and access for maintenance.

Measurable Goal: Continue to enforce the countywide WDO.

BMP No. E.4: Pre-Construction Review of BMP Designs

Within the Village, one of the primary duties of the enforcement officer is to review all Watershed Development Applications and issue permits for those projects that are in compliance with the provisions of the WDO. This includes a review of the proposed BMPs for post-construction runoff control.

Measurable Goal: Document Village procedures for pre-construction review of BMP Designs. Continue to enforce the countywide WDO.

BMP No. E.5: Site Inspections During Construction

Article VI of the WDO provides both the recommended and the minimum requirements for site inspection. The Village is responsible for conducting these site inspections. The Village may inspect site development at any stage in the construction process. For major developments, the enforcement officer shall conduct site inspections, at a minimum, upon completion of installation of sediment and runoff control measures and after final stabilization and landscaping, prior to removal of sediment controls.

Measurable Goal: Document Village procedures for site inspections during construction. Continue to enforce the countywide WDO.

BMP No. E.6: Post-Construction Inspections

(See description of the inspection program provided under E.5)

Measurable Goal: Continue to enforce the countywide WDO.

6. Pollution Prevention/Good Housekeeping

This minimum control measure involves the development and implementation of an operation and maintenance program to reduce the discharge of pollutants from municipal operations. This program includes a training program for municipal employees.

BMP No. F.1: Employee Training Program

The Village regularly conducts employee training. Stormwater pollution prevention training will be incorporated into the training program.

Measurable Goal: Annually train Village employees regarding the reduction of pollutants from municipal operations. Document training dates and topics.

BMP No. F.2: Inspection and Maintenance Program

The Village inspects and maintains its drainage system annually. The inspection and maintenance program includes: cleaning storm sewers and drainage structures, street sweeping, street repair, and winter de-icing.

Measurable Goal: Document Village procedures for inspection and maintenance of the drainage system. Continue the annual inspection and maintenance program.

BMP No. F.3: Municipal Operations Storm Water Control

The Village has a number of operational procedures and structural control measures designed to reduce the discharge of pollutants from municipal operations. Vehicle maintenance and washing is performed primarily indoors where floor drains are connected to triple basins and the sanitary sewer system. Road salt is stored in a covered shelter. Lubricant and oil spills resulting from equipment maintenance are cleaned up using oil absorbing compounds to the maximum extent possible.

Measurable Goal: Document Village procedures and structural control measures designed to reduce the discharge of pollutants from municipal operations in a Stormwater Pollution Prevention Plan for the Public Works Facility. Annually evaluate the effectiveness of the Stormwater Pollution Prevention Plan.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

PAT QUINN, GOVERNOR

JOHN J. KIM, INTERIM DIRECTOR

217/782-9720

CERTIFIED MAIL # 7010 2780 0002 1165 9690
RETURN RECEIPT REQUESTED

January 11, 2013

Christine Letchinger, Village President
Village of Lake Bluff
40 E. Center
Lake Bluff, IL 60044

JAN 14 2013

Re: Proposed Compliance Commitment Agreement
Violation Notices: W-2012-50196
Village of Lake Bluff MS4 Permit ILG400366

Dear Ms. Letchinger:

The Illinois Environmental Protection Agency ("Illinois EPA") has reviewed the proposed Compliance Commitment Agreement ("CCA") terms submitted by George Russell, P.E. for the Village of Lake Bluff in letters dated December 7, 2012, and January 8, 2013, in response to the Violation Notice dated October 4, 2012. Pursuant to the authority vested in the Illinois EPA under Section 31(a)(7)(i) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(a)(7)(i), attached to this letter is a proposed CCA, which contains terms and conditions that the Illinois EPA has determined are necessary in order for the Village of Lake Bluff to attain compliance with the Act, the Illinois Pollution Control Board Regulations.

Pursuant to Section 31(a)(7.5) of the Act, 415, ILCS 5/31(a)(7.5), within 30 days of your receipt of this proposed CCA, the Village of Lake Bluff or its duly authorized representative must either (1) agree to and sign the proposed CCA, and submit the signed and dated CCA by certified mail to:

Illinois EPA – Division of Water Pollution Control
Attn: Susan Lee / CAS#19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

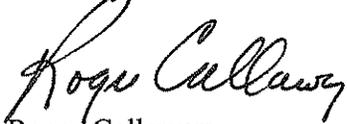
or (2) notify the Illinois EPA by certified mail that the Village of Lake Bluff rejects the proposed CCA.

The proposed CCA shall only become effective upon your timely submittal of the signed CCA as discussed above, and upon final execution by the Illinois EPA. Failure by the Village of Lake Bluff to execute and submit the proposed CCA within 30 days of receipt shall be deemed a rejection of the CCA by operation of law. Upon timely receipt of the signed CCA, the Illinois EPA will send you a fully executed copy of the CCA for your records.

In addition, the proposed CCA is not subject to amendment or modification prior to execution by the Village of Lake Bluff and the Illinois EPA. Any amendment or modification to the proposed CCA by Respondent prior to execution by the Village of Lake Bluff and the Illinois EPA shall be deemed a rejection of the proposed CCA by operation of law. The proposed CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and the Village of Lake Bluff.

Questions regarding this matter should be directed to the Illinois EPA, Bureau of Water, Susan Lee at 217/782-9720 or by e-mail at Susan.Lee@Illinois.gov. Written communications should be directed to Illinois EPA, Bureau of Water CAS, Attn: Susan Lee, MC#19, 1021 North Grand Ave East, P.O. Box 19276, Springfield, IL 62702.

Sincerely,



Roger Callaway
Compliance Assurance Section
Bureau of Water

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:

Village of Lake Bluff)
Lake Bluff, Lake County, Illinois)
ILR400366) ILLINOIS EPA VN W-2012-50196
) BUREAU OF WATER
)

COMPLIANCE COMMITMENT AGREEMENT

I. Jurisdiction

1. This Compliance Commitment Agreement (“CCA”) is entered into voluntarily by the Illinois Environmental Protection Agency (“Illinois EPA”) and the Village of Lake Bluff (“Respondent”) (collectively, the “Parties”) under the authority vested in the Illinois EPA pursuant to Section 31(a)(7)(i) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/31(a)(7)(i).
2. Respondent is a Municipal Separate Storm Sewer System (MS4) community located in the Village of Lake Bluff, Lake County, Illinois.

II. Allegation of Violations

3. Pursuant to Violation Notice (“VN”) W-2012-50196, issued on October 4, 2012, the Illinois EPA contends that Respondent has violated the following provisions of the Act and Illinois Pollution Control Board (“Board”) Regulations:
 - a) Section 12(f) of the Act, 415 ILCS 5/12(f) (2010)
 - b) 35 Ill. Admin. Code 309.104(a)

III. Compliance Activities

4. On December 13, 2012, and January 9, 2013, the Illinois EPA received Respondent's responses to VN W-2012-50196, which included proposed terms for a CCA. The Illinois EPA has reviewed Respondent's proposed CCA terms, as well as considered whether any additional terms and conditions are necessary to attain compliance with the alleged violations cited in the VN.
5. Respondent has undertaken and completed the following actions, which the Illinois EPA has determined are necessary to attain compliance with the allegations contained in W-2012-50196:
 - a) The Village of Lake Bluff will develop written procedures for illicit discharge detection and elimination, and develop a visual dry weather outfall screening program by March 1, 2013.
 - b) Develop inspection and maintenance procedures for the stormwater drainage system by April 1, 2013.
 - c) The Village will develop a Stormwater Pollution Prevention Plan for the public works facility by May 1, 2013.
 - d) Develop an NPDES phase II webpage on the Village of Lake Bluff's website. Submit the annual facility inspection report for the March, 2012 to February, 2013 reporting period by June 1, 2013.
 - e) Develop written procedures for review of site development plans, inspection of active construction sites and enforcement of development ordinances. Submit an updated report on the compliance commitment items from March to July, 2013. These are due by July 1, 2013.
 - f) Develop a water quality monitoring program to evaluate the effectiveness of the Village Stormwater Management Program by August 1, 2013.
 - g) Include two articles in the Village's newsletter regarding stormwater pollution prevention. Publicize a hot line number for village residents to report potential incidents of stormwater pollution. Submit a facility Inspection Report documenting full compliance with the MS4 permit requirements by December 6, 2013.
 - h) Upon completion of all compliance activities in item a) through g) the Village of Lake Bluff, must submit a certification (or a statement) of compliance. You may submit the attached "Illinois EPA Compliance Statement" or other similar writing to satisfy the statement of compliance

IV. Terms and Conditions

6. Respondent shall comply with all provisions of this CCA, including, but not limited to, any appendices to this CCA and all documents incorporated by reference into this CCA. Pursuant to Section 31(a)(10) of the Act, 415 ILCS 5/31(a)(10), if Respondent complies with the terms of this CCA, the Illinois EPA shall not refer the alleged violations that are the subject of this CCA, as described in Section II above, to the Office of the Illinois Attorney General or the State's Attorney of the county in which the alleged violations occurred. Successful completion of this CCA or an amended CCA shall be a factor to be weighed, in favor of the Respondent, by the Office of the Illinois Attorney General in determining whether to file a complaint on its own motion for the violations cited in VN W-2012-50196.
7. This CCA is solely intended to address the violations alleged in Illinois EPA VN W-2012-50196 the Illinois EPA reserves, and this CCA is without prejudice to, all rights of the Illinois EPA against Respondent with respect to noncompliance with any term of this CCA, as well as to all other matters. Nothing in this CCA is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Illinois EPA may have against Respondent, or any other person as defined by Section 3.315 of the Act, 415 ILCS 5/3.315. This CCA in no way affects the responsibilities of Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act, the Board Regulations and NPDES Permit.
8. Pursuant to Section 42(k) of the Act, 415 ILCS 5/42(k), in addition to any other remedy or penalty that may apply, whether civil or criminal, Respondent shall be liable for an additional civil penalty of \$2,000 for violation of any of the terms or conditions of this CCA.
9. This CCA shall apply to and be binding upon the Illinois EPA, and on Respondent and Respondent's officers, directors, employees, agents, successors, assigns, heirs, trustees, receivers, and upon all persons, including but not limited to contractors and consultants, acting on behalf of Respondent, as well as upon subsequent purchasers of Respondent's facility.
10. In any action by the Illinois EPA to enforce the terms of this CCA, Respondent consents to and agrees not to contest the authority or jurisdiction of the Illinois EPA to enter into or enforce this CCA, and agrees not to contest the validity of this CCA or its terms and conditions.

11. This CCA shall only become effective:
- a) If, within 30 days of receipt, Respondent executes this CCA and submits it, via certified mail, to Illinois EPA, Attn: Susan Lee, Bureau of Water, MC#19, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62702. If Respondent fails to execute and submit this CCA within 30 days of receipt, via certified mail, this CCA shall be deemed rejected by operation of law; and
 - b) Upon execution by all Parties.
12. Pursuant to Section 31(a)(7.5) of the Act, 415 ILCS 5/31(a)(7.5), this CCA shall not be amended or modified prior to execution by the Parties. Any amendment or modification to this CCA by Respondent prior to execution by all Parties shall be considered a rejection of the CCA by operation of law. This CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and Respondent's signatory to this CCA, Respondent's legal representative, or Respondent's agent.

AGREED:

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

BY: _____
Roger Callaway
Compliance Assurance Section
Division of Water Pollution Control
Bureau of Water

DATE: _____

FOR RESPONDENT:

BY: _____
Christine Letchinger, Village President
Village of Lake Bluff

DATE: _____

Illinois EPA Compliance Statement

You are required to state that you have returned to compliance with the Act and the regulations that were the subject of the violation notice (VN) (415 ILCS 5/31). The owner of the facility must acknowledge compliance and/or that all compliance commitment agreement (CCA) interim measures/events have been successfully completed and compliance has been achieved.

Please complete, sign, and return.

I _____ (*print name*), hereby certify that all violations addressed in Violation Notice (VN) number _____ have been addressed and that compliance was achieved on _____ (*date*).

Signature

Title

Telephone Number

Date

Be sure to retain copies of this document for your files. Should you need additional notification forms, please contact this office at (217)785-0561. Return this completed form to:

Illinois Environmental Protection Agency
Compliance Assurance Section #19
Bureau of Water
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

"Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Agency,.....related to or required by this Act, a regulation adopted under this Act, any federal law or regulation for which the Agency has responsibility, or any permit, term, or condition thereof, commits a Class 4 felony..." (415 ILCS 5/44(h) (8))