

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, February 6, 2017 at 6:30 pm
City Hall Council Chambers

Honorable Mayor, Donald Schoenheider

Catherine Waldeck, Alderman First Ward	Stanford Tack, Alderman Third Ward
Prudence R. Beidler, Alderman First Ward	Jack Reisenberg, Alderman Third Ward
George Pandaleon, Alderman Second Ward	Michelle Moreno, Alderman Fourth Ward
Timothy Newman, Alderman Second Ward	Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

**A. Announcement of the Sixth Recipient of The Lawrence R. Temple
Distinguished Public Service Award
-Deborah Stride Saran**

*PRESENTED BY: Temple Award Committee Members
James Cowhey, Chairman, Scott Helton, Maddie Dugan, Tom Swarthout
STAFF CONTACT: Margaret Boyer, City Clerk (847-810-3674)*

BACKGROUND/DISCUSSION: This award is made annually in memory of Lawrence R. Temple, who was serving the City as Alderman representing the Third Ward when he suddenly died on August 12, 2000. A twenty-four year resident, Temple previously had served as a member of the Plan Commission and the Building Review Board. Temple chaired the Building Review Board from 1993 until 1998. At the time the award was established, at the urging of several of Temple's colleagues, then-Mayor Howard J. Kerr observed: "He loved Lake Forest and worked hard to protect its character and quality of life. He had the capacity to relate to and work with people to bring understanding, comprise, and solution of difficult issues."

In 2014 the City Council re-instated the Larry Temple Public Award Committee. Nominations were solicited from Lake Forest residents to honor a living volunteer in community organizations or local government in The City of Lake Forest for distinguished public service. This year, the Committee selected Deborah Stride Saran as the recipient of the Service award for 2016.

The nomination period opens January 1 and nominations will be taken through November 30. The Committee will meet, and the award winner selected for 2017 will be announced at the first meeting in February 2018. To nominate a candidate for this award, residents should contact the City Clerk.

A copy of the award can be found on **page 13**.

B. 2017-2018 Board & Commission Appointments

PARKS & RECREATION BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Melanie Walsh	Appoint to fulfill term of Scott Herman	1

A copy of the Volunteer Profile sheet can be found beginning on **page 14**

COUNCIL ACTION: Approve the Mayors Appointment

- C. Approval of a Resolution of Appreciation for Retiring Member of Board & Commission as follows:**

BOARD, COMMISSION OR COMMITTEE	NAME OF MEMBER(S)
PARKS & RECREATION BOARD	Scott Herman

A copy of the Resolution can be found beginning on **page 16**.

COUNCIL ACTION: Approval of Resolution

2. COMMENTS BY CITY MANAGER

- A. Annual Community Goals and Priorities**
-Robert Kiely Jr., City Manager

A copy can be found beginning on **page 17**.

- B. Update on McCormick Ravine Project**
- Chuck Myers, Superintendent of Parks & Forestry
 - John Sentell, President of Open Lands
 - Ryan London, Preservation Programs Director, Open Lands

- C. Update on New Developments and Construction Activity in the City of Lake Forest**
- Catherine Czerniak, Director of Community Development

3. COMMENTS BY COUNCIL MEMBERS

FINANCE COMMITTEE

- 1. Approval of the City Investment Policy**

PRESENTED BY: *Elizabeth Holleb, Finance Director (847-810-3612)*

PURPOSE AND ACTION REQUESTED: The City Council Finance Committee recommends City Council approval of the proposed Investment Policy.

BACKGROUND/DISCUSSION: The City's current Investment Policy was adopted in July 2004. Since that time, State Statute and investment market conditions have changed prompting the Finance department staff to conduct a comprehensive review and revision of the City's investment policy. The staff was supported in this effort by Public Funds Consulting, LLC, a consultant specializing in assisting public agencies in drafting investment policies and procedures, as well as managing their investment portfolios.

The comprehensive nature of the revisions made to the investment policy does not lend itself to a blacklined version of the document. Therefore, the following matrix is provided to illustrate the sections of the current and proposed policies to demonstrate the more significant revisions:

	Current Policy	Proposed Policy
Governing Authority	N/A	New section added – investment program to be operated in conformance with federal, state and other legal requirements
Scope	All funds except police and fire pension, Cemetery Commission	All funds except Foreign Fire Insurance Board, Deerpath Golf Course, Library, police and fire pension, cemetery commission. Includes Library funds managed and invested by the City.
General Objectives (in priority order)	<ol style="list-style-type: none"> 1. Legality 2. Safety 3. Liquidity 4. Yield 	Legality moved to governing authority section <ol style="list-style-type: none"> 1. Safety 2. Liquidity 3. Return
Standards of Care	No Substantive Changes: This section addresses Prudence; Ethics and Conflicts of Interest; Delegation of Authority and Responsibilities	
Authorized Institutions/ Depositories	N/A - Depositories	City to select primary depository per Request for Proposal process every 5 years and approved by City Council. Additionally, list to be maintained of approved depositories. City may deposit funds in any financial institution under FDIC coverage amount.
	List to be maintained of authorized institutions and broker/dealers to provide investment services. Annual review.	List maintained of approved security broker/dealers by conducting process of due diligence and approved by City Council. Periodic review.
	N/A - Advisers	City may engage services of investment advisers; must be registered under the Investment Advisers Act of 1940 or with the appropriate banking regulators if a bank subsidiary.
Competitive Transactions (whenever possible)		

Authorized Investments	Those defined by Illinois Statutes	
Collateralization of Deposits	110% of deposits over FDIC insurance protection	
	Third party safekeeping; written agreements	
	N/A	Letters of credit issued by Federal Home Loan Bank will also be acceptable as collateral.
Safekeeping and Custody	Delivery vs. Payment basis for all trades of marketable securities	
	Third party safekeeping; written agreements	
Internal Controls	Finance Director responsible for establishing and maintaining an internal control structure designed to ensure assets are protected from loss, theft or misuse.	
	N/A	Documented in an investment procedures manual reviewed and updated periodically by the Finance Director
Investment Parameters	Diversification	Mitigating Credit Risk (no substantive changes)
	Maximum Maturities: No maturities over 2 years unless tied to expected use of funds and disclosed in writing to legislative body.	Mitigating Market Risk: Core funds, comprised of reserve and other funds with longer-term investment horizons, may be invested in securities exceeding two (2) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. Portfolio should consist largely of securities with active secondary or resale markets.
	N/A	City to maintain investment accounts with financial institutions located within the City whenever possible.
Performance Standards	90-day treasury bill	Appropriate benchmark as identified in the investment procedures manual
Reporting	Investment report to be provided at least quarterly	
Approval/ Amendments	Review annually and amendments to be approved by City Council.	Review annually and amendments to be approved by City Council. If no modifications are made, the investment policy will be annotated to include date of review.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	1/17/17	Recommend City Council approval of proposed Investment Policy

Finance Committee	7/18/16	Discussion/Committee input
-------------------	---------	----------------------------

BUDGET/FISCAL IMPACT: None

COUNCIL ACTION: Approval of the Investment Policy (page 20)

MARKETING COMMITTEE

1. Presentation on the City's Marketing Concepts and Campaign
- Alderman Prue Beidler and Communication Manager Susan Banks

4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the January 17, 2017 City Council Meeting Minutes

A copy of the minutes can be found on **page 29**.

COUNCIL ACTION: Approval of the Minutes

2. Approval of Check Register for Period December 23, 2016- January 27, 2017

Fund	Invoice	Payroll	Total
General	471,902	1,671,789	2,143,691
Water & Sewer	85,373	191,849	277,222
Parks & Recreation	111,230	421,552	532,782
Capital Improvements	703,382	0	703,382
Motor Fuel Tax	0	0	0
Cemetery	21,303	31,181	52,484
Senior Resources	9,216	28,689	37,904
Deerpath Golf Course	18,002	2,866	20,868
Fleet	119,977	68,025	188,001
Debt Funds	0	0	0
Housing Trust	0	0	0
Park & Public Land	0	0	0
All other Funds	1,338,935	211,664	1,550,599
	\$2,879,319	\$2,627,613	\$5,506,932

3. Approval of Huntington Bank as an Authorized Depository

STAFF CONTACT: Elizabeth Holleb, Finance Director (847-810-3612)

PURPOSE AND ACTION REQUESTED: Staff requests approval of Huntington Bank as an authorized depository for City funds.

BACKGROUND/DISCUSSION: In April 2016, the City Council authorized an agreement with BB&T Corporation for Electronic Lockbox services and designation of First Merit Bank as an authorized depository of City funds. AR-Box is an electronic payment processing service that intercepts checks processed by online banking services made payable to the City. Similar to the traditional lockbox service utilized by the City, AR-Box provides an electronic file that is uploaded to the City's financial system software, eliminating manual entry of payments by staff. The service has improved the efficiency of posting payments received, reducing the total time between payment initiation by the resident via online banking and posting of the payment in the City's system.

To facilitate the deposit of funds captured via AR-Box, First Merit required an account at the bank, which was approved in conjunction with the BB&T agreement in April 2016. The City has recently been notified that First Merit Bank has been acquired and will transition to Huntington Bank effective February 18, 2017, necessitating a transfer of the City's bank account associated with the AR-Box agreement. As with the First Merit Bank account, staff would establish this as a depository/savings account. No formal banking services agreement is required, as the City does not anticipate any other banking services provided by Huntington Bank and collateralization of deposits will not be required because the account balance will not exceed FDIC insurable limits. Authorized signers on the account with the authority to establish the account, make transfers and administer the AR-Box service are the following:

Robert Kiely – City Manager
Elizabeth Holleb – Finance Director
Diane Hall – Assistant Finance Director

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	4/18/16	Approval of an agreement with BB&T Corporation for Electronic Lockbox Services and Designation of First Merit as an authorized depository of City funds.

BUDGET/FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

COUNCIL ACTION: It is recommended that the City Council approve Huntington Bank as an authorized depository for City funds

4. Approval of Employee Leasing Agreement with GovTempsUSA for the Purpose of Filling the Fire Marshal Position

STAFF CONTACT: DeSha Kalmar, Director of Human Resources (847-810-3530)

PURPOSE AND ACTION REQUESTED: City staff is recommending approval of the Employee Leasing Agreement with GovTempUSA to fill the Fire Marshal position. This process was discussed with the PCA Committee at their November 17, 2016 meeting.

BACKGROUND/DISCUSSION: The City's Fire Marshal is retiring on February 19, 2017. This is a non-bargained civilian position within the Fire Department, and the City Manager is changing the fulltime position to a contractual position hired through GovTempsUSA.

The Fire Marshal position is responsible for the annual inspection of existing commercial and residential buildings to determine if they are in compliance with the Fire Prevention Code. This position also participates in the fire prevention education program of the department as well as works closely with the Community Development Department to achieve Code compliance.

GovTempsUSA is a public sector staffing firm specializing in placing professionals in local government positions on a temporary basis. The firm offers comprehensive placement services from project specific and short-term assignments to long-term or outsourced arrangements. Parent company GovHR USA is the search firm used in the past for our department head position searches, so we are very familiar with their company. We have also previously used GovTempsUSA for short-term gap coverage in Engineering, which worked well. Filling this position through this arrangement allows the City to reduce the costs associated with a permanent placement, such as medical benefits, workers' compensation, unemployment insurance and pension obligations. By working through them, we have also avoided other administrative costs associated with recruitment, such as advertising and background investigations.

GovTempsUSA presented us with several highly qualified candidates who we interviewed, selecting our preferred candidate. We view this as a long-term assignment, and our selected candidate was willing to commit to the longer term.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Personnel Compensation Administration Committee (PCA)	11/17/16	Informed of intent to change position

BUDGET/FISCAL IMPACT: The cost of the current fulltime position is \$134,233 for total compensation, and the estimated cost of the contractual employee for 30 hours per week is \$68,796, resulting in a savings of \$65,437.

Beginning on **page 39** of your packet is a copy of the Leasing Agreement with GovTempsUSA.

COUNCIL ACTION: Approval of Employee Leasing Agreement with GovTempsUSA for the Purpose of Filling the Fire Marshal Position.

5. Consideration of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals. (Final Approval)

STAFF CONTACT: Catherine Czerniak,
Director of Community Development - 847-810-3504

PURPOSE AND ACTION REQUESTED: Consideration of a recommendation from the Zoning Board of Appeals in support of clean-up amendments to Chapter 159.042, "Zoning Board of Appeals".

BACKGROUND: In January, 2015, the City Council approved an Ordinance adopting an updated City Code. Since that time, various Boards and Commissions, City staff and the City Attorney's office continue to review each chapter of the Code and recommend revisions to 1) reflect current practices and policies, and 2) to provide clarification, general clean-up of language and reorganization where appropriate.

The proposed amendments to 159.042 do not involve substantive changes to the Code and reflect only a few minor clean-up edits. The Council approved first reading of the Ordinance enacting the proposed updates at the January 17, 2017 meeting. The Ordinance is now presented for final action.

Chapter 159.042, with the proposed revisions, is included in the Council packet beginning on **page 51**.

COUNCIL ACTION: Grant final approval of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals and Plan Commission.

6. Consideration of an Ordinance Approving a Recommendation from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)

STAFF CONTACT: Catherine Czerniak,
Director of Community Development (810-3504)

The following recommendation from the Zoning Board of Appeals is presented to the City Council for consideration as part of the Omnibus Agenda.

682 Oakwood Avenue – The Zoning Board of Appeals recommended approval of variances from the side and rear yard setbacks for accessory structures to allow the reconstruction and expansion of an existing, non-conforming, detached garage as part of the overall redevelopment of the property. One letter was received from the property owner to the south stating overall support of the project and asking that drainage be considered carefully. The Board confirmed that the plans include adding gutters and downspouts to the garage to direct water away from the neighboring property. (Board vote: 5 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 58**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving the petition in accordance with the Zoning Board of Appeals' recommendation.

7. Approval of a payment of \$18,153.60 to GeWalt Hamilton & Associates, Inc. in accordance with the revised Local Agency Agreement received from IDOT.

STAFF CONTACT: Mike P. Strong, Assistant to the City Manager (810-3680)

PURPOSE AND ACTION REQUESTED: Request approval of supplemental fees to GeWalt Hamilton & Associates, Inc., in the amount of \$18,153.60, for unforeseen expenses related to closing out the Phase III Construction Engineering contract with the City for the exterior improvements of the East Train Station Renovation Project.

BACKGROUND/DISCUSSION: The City entered into a Phase III construction engineering contract with GeWalt Hamilton & Associates, Inc., in June 2015 to oversee the construction for the exterior improvements of the Metra/UP North Line commuter station in downtown Lake Forest. The total contract fee was \$116,290 to be paid at an 80/20 split, with the Federal grant paying 80% and the City paying the remaining amount.

As was discussed in August 2016, with City Council, and recently with the Public Works Committee, as construction progressed on the project, there were several unforeseen expenses and work that needed to be undertaken to ensure the long term viability of structural members within the main depot building. This additional work related primarily to masonry and structural repairs; of which special custom timbers were required to be manufactured, shipped, and installed. The contract period was extended by 26 calendar days, which has required additional effort to coordinate and close out the project.

To this end, staff is in receipt of a final supplemental request in the amount of \$18,153.60 to account for the contract time extension and final auditing requirements for the project. A copy of the supplemental request has been included in this packet beginning on **page 66**.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	1/17/17	Supplement and Agreements Reviewed and Approved
Public Works Committee	1/4/17	Review and Discussion

BUDGET/FISCAL IMPACT:

FY2017 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$1,421,202	\$18,153.60	Yes

If approved, the City will proceed with authorizing an increase to the contract amount for GeWalt Hamilton & Associates, Inc. The City will be reimbursed 80% of those payments made in accordance with the grant agreements.

COUNCIL ACTION: Approval of a payment of \$18,153.60 to GeWalt Hamilton & Associates, Inc. in accordance with the revised Local Agency Agreement received from IDOT. The City will be reimbursed 80% of those expenses eligible for reimbursement.

8. Approval of an Illinois Department of Transportation Resolution Appropriating \$1,300,000 in Motor Fuel Tax (MFT) Funds to be used for the 2017 Street Resurfacing Program (\$900,000), North Western Avenue Streetscape Project (\$327,000), and the 2017 Long Line Pavement Striping Project (\$73,000)

STAFF CONTACT: Robert Ells, Superintendent of Engineering (810-3555)

PURPOSE AND ACTION REQUESTED: The Illinois Highway Code requires each municipality to submit a City Council Resolution appropriating MFT funds for local street maintenance projects. Staff requests approval of a resolution appropriating \$1,300,000 in MFT funds to be used for the 2017 Street Resurfacing Program, North Western Avenue Streetscape Project, and the 2017 Long Line Pavement Striping Project. Beginning on **page 74** are the three resolutions and a list of streets to be resurfaced during the summer of 2017.

BACKGROUND/DISCUSSION: Typically, the City appropriates accumulated MFT funds for street maintenance projects every three years. While these projects will be bid and managed in-house, the City is required to follow IDOT guidelines in terms of project contract specifications, documentation, and project close-out procedures. The project construction contract details must be approved by IDOT prior to bid advertisement.

PROJECT REVIEW / RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	January 17, 2017	Included in Final Review of 2017 C.I.P.
Finance Committee	November 14, 2016	Reviewed by Committee

BUDGET/FISCAL IMPACT: This resolution will initiate the process with IDOT to authorize the use of MFT funds for three of the City's 2017 street projects. Staff will return to City Council at a future date to request approval of the bids for each individual project.

Below is an estimated summary of the MFT dollars being requested:

Capital Project	Amount Budgeted	Amount Requested	FY2018 Funding Source
2017 Annual Street Resurfacing (ASR) Program MFT Fund	\$900,000	\$900,000	MFT
North Western Avenue Streetscape	\$327,000	\$327,000	MFT
2017 Annual Long Line Pavement Striping	\$73,000	\$73,000	MFT
Total	\$1,300,000	\$1,300,000	MFT

COUNCIL ACTION: Approval of an Illinois Department of Transportation Resolution appropriating \$1,300,000 in Motor Fuel Tax (MFT) Funds to be used for the 2017 Street

Resurfacing Program (\$900,000), North Western Avenue Streetscape Project (\$327,000), and the 2017 Long Line Pavement Striping Project (\$73,000)

COUNCIL ACTION: Approval of the eight (8) Omnibus items as presented

6. ORDINANCES

7. ORDINANCES AFFECTING CODE AMENDMENTS
--

1. Consideration of an Ordinance Amending Chapter 159.047 of the City Code, as Recommended by the Plan Commission. (First Reading)

*PRESENTED BY: Catherine Czerniak,
Director of Community Development - 847-810-3504*

PURPOSE AND ACTION REQUESTED: Consideration of a recommendation from the Plan Commission in support of amendments to Chapter 159.047, "Planned Developments".

BACKGROUND: In January, 2015, the City Council approved an Ordinance adopting an updated City Code. Since that time, various Boards and Commissions, City staff and the City Attorney's office continue to review each chapter of the Code and recommend revisions to 1) reflect current practices and policies, and 2) to provide clarification, general clean-up of language and reorganization where appropriate.

The Section of the Code dealing with Planned Developments; developments that involve multiple parcels, unified development, shared amenities and common space, was considered by the Plan Commission at a public hearing in January. The provisions of this Section were recently used to support the redevelopment of the City's former Municipal Services site and will be the tool that will ultimately be used to authorize final approval of the overall McKinley Road redevelopment project.

The proposed amendments to 159.047 include various minor edits, corrections and updates that reflect current practices. The key changes are highlighted below:

- The purpose is expanded to include current community goals.
- Language was added to clarify that "apartment planned developments" include various types of multi-family units, not just rental units.
- Language was added to reflect goals supporting and enhancing the City's business districts.
- The O-1, Office District, is added to the districts in which multi-family planned developments may be located.
- Modifications to reflect that the B-2 district was, several years ago, divided into four separate commercial districts, B-1 through B - 4.

No public testimony was presented on the proposed changes. The Commission voted 6 to 0 to recommend approval of the amendments to the City Council.

The ordinance is presented to the Council for first reading at this time. Chapter 159.047, with the proposed revisions, is included in the Council packet beginning on **page 78**.

COUNCIL ACTION: Grant first reading of an Ordinance Amending Chapter 159.047 of the City Code, as Recommended by the Plan Commission

8. NEW BUSINESS

9. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

10. ADJOURNMENT

Office of the City Manager

February 1, 2017

The City of Lake Forest is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact City Manager Robert R. Kiely, Jr., at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.



THE LAWRENCE R. TEMPLE DISTINGUISHED PUBLIC SERVICE AWARD

To honor a living volunteer to local government or community organizations in the City of Lake Forest for distinguished public service.

WHEREAS, individuals selected for the Lawrence (Larry) R. Temple Distinguished Public Service Award must demonstrate leadership, responsiveness to the public and staff, duration and scope of service, constructive participation in meetings, and the ability to represent the community's values; and

WHEREAS, Deborah Stride Saran was nominated for the Lawrence R. Temple Distinguished Public Service Award; and

WHEREAS, the Award Committee was struck by the depth and breadth of civic and community service to The City of Lake Forest; and

WHEREAS, Debbie has remained a constant, caring and involved citizen of the community; as a volunteer with the City of Lake Forest's community institutions and celebrations, including The Lake Day Foundation, The Lake Forest Caucus, The Lake Forest Open Lands Association, The City of Lake Forest 150th Anniversary, The 100th Anniversary of Lake Forest Day, Gorton Community Center; along with her work at the Infant Welfare Society, both school districts, Boy Scouts, Girl Scouts and countless other non-profit local organizations; and

WHEREAS, Debbie is a Past President of the Women's Board of Northwestern Medicine Lake Forest Hospital, current member of the Hospital's Board of Directors and the current Co-Chair of the Hospital's *Our Legacy. Our Future.* Campaign; and

WHEREAS, Debbie is a life-long resident of Lake Forest and, along with her husband Mark, have chosen to raise their children here, whom have also chosen to raise their children here, making four generations; and

WHEREAS, based upon the City's founding philosophies of excellence in education and faith, Debbie and her family were recognized by the City in 2011 as a Heritage Family of Lake Forest; and

WHEREAS, Debbie is a loyal friend to many, a devoted wife, mother and sister; an inspiration to many, brightening the days of all those around her with her beauty, smile and laughter; and

WHEREAS, Debbie loves Lake Forest; and is always striving for the betterment and enrichment of this community.

WHEREAS, the Award Committee believes that Debbie Saran, like Larry Temple, has distinguished herself with civic contributions that benefit the citizens of Lake Forest.

NOW, THEREFORE, Deborah Stride Saran is awarded the Lawrence R. Temple Distinguished Public Service Award this Sixth Day of February, 2017.

James Cowhey, Chairman

Lawrence R. Temple Distinguished Public Service Award Committee

Volunteer List

Print

[Email](#)

[Back](#)

Contact Info

- First Name: Melanie
- Last Name: Walsh
- E-mail: mawalsh23@gmail.com
- Title: Dean's Office Administrative Assistant
- Organization:
- Address: 140 Park Avenue
- Address Line 2:
- City: Lake Forest
- State: IL
- Zip: 60045
- Mobile Phone: (847) 323-7353
- Home Phone:
- Notes:

Resident Data/Stats

- Ward: Ward 1
- Precinct:
- US Citizen: Yes
- Registered Voter: Yes
- Lake Forest Resident since(YYYY):2001
- Business Name:
- Type of Business:
- Business Phone: (847) 582-7308
- Position:
- Date of Birth (Optional):
- Education: College of Lake County, Associates Degree. ACE, coaches certification.
- Spouse's Name: Sean Walsh
- Children's Birth Years:2004 & 2007

Interest in Community Positions

- Park & Recreation Board:I Am Currently Applying For This Position
- Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere

- with your attendance at scheduled meetings:

I have no known commitments at this time that would interfere with my ability to attend monthly meetings.

Please list any current or previous community service activities, interests, directorships, etc. – public or private. For each activity

- please indicate years served and positions held:

I served as the vice president, website coordinator and state tournament director for various years on the Illinois High School Field Hockey Association board from the years of 2000 through 2016. My daughter and I have volunteered at Orphans of the Storm for the past two years.

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible

- future interest:

I have coached at LFHS for the past 22 years, recently announcing my retirement. My coaching experience includes soccer, cheer, lacrosse, and basketball but my main focus and passion has been with the field hockey program. I began as a JV coach, then varsity assistant for 13 seasons. I have served as the head of the program for the past 9 seasons. The experiences I have accumulated during this time would make me a perfect candidate for the park and rec board. I have gained tremendous leadership, organizational and motivational skills over the years which will transition to the youth sports programs offered in Lake Forest.

- References (Optional):

Tim Burkhalter, LFHS Athletic Director -
tburkhalter@lfschools.net
847-582-7322

Please state briefly why you are volunteering to serve The City of

- Lake Forest:

As a lifelong resident of either Lake Bluff or Lake Forest I am passionate about our community and wish to utilize my experiences and talents to maintain and/or improve this wonderful place we call home.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or

- appointee.:

My husband is on two travel sports boards, Lake Forest Lacrosse Association and Falcons Hockey.

[Back](#)

RESOLUTION OF APPRECIATION

WHEREAS

has served The City of Lake Forest as a member of the

WHEREAS, he/she has devoted much valuable time and personal attention to the work of this commission and, on behalf of the citizens of Lake Forest, continually met his/her responsibilities with purpose and dedication; and

WHEREAS, the citizens of Lake Forest recognize and are deeply appreciative of the valuable time and service she contributed to the preservation and improvement of the quality of life in our community by serving on this commission;

*NOW, THEREFORE, BE IT RESOLVED that the City Council of The City of Lake Forest, Illinois, hereby expresses the profound gratitude of the citizens of Lake Forest to **NAME** for the loyal and faithful public service he/she has given by means of this resolution, which shall be spread upon the permanent records of the City Council.*

*Adopted by the City Council of
The City of Lake Forest this
____ day of _____, 20____*

Mayor



THE CITY OF LAKE FOREST 2017 RESOLUTIONS

- ⇒ New Beginnings
- ⇒ Reconnect, Re~engage
- ⇒ Share Your Gifts
- ⇒ Limit “Turnovers”

2017 COMMUNITY GOALS

- **Clarity of Expectations**
- **Filtering the Noise**
- **Deliberate Mindfulness**
- **Financial Acumen**
(Thoughtful Financial Planning)

2017 PRIORITY GOALS

- **Community Campaign**
- **North Western Ave.
Streetscape Improvements**
- **Deerpath GC Improvements**
- **Commuter Rail Service**
- **Park Master Plans**

<p>The City of Lake Forest, Illinois INVESTMENT POLICY</p>
--

I. Introduction

The intent of the Investment Policy of the City of Lake Forest (the “City”) is to define the parameters within which funds are to be managed. This Investment Policy formalizes the framework for the City’s investment activities that must be exercised to ensure effective and judicious fiscal and investment management of Lake Forest’s funds. The guidelines are intended to be broad enough to allow the Finance Director to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The investment program will be operated in conformance with federal, state, and other legal requirements, including Illinois Compiled Statutes 30/ILCS/235 Public Funds Investment Act (the “Public Funds Act”).

III. Scope

This Investment Policy applies to the investment activities of all funds of Lake Forest, except for the Foreign Fire Insurance Board, Deerpath Golf Course, Library, Police and Fire Pension Funds and the funds managed by the Cemetery Commission. This policy shall apply to Library funds managed and invested by the City on behalf of the Library.

Except for funds in certain restricted and special funds, the City may commingle its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

IV. General Objectives

The primary objectives, in priority order, of investment activities will be:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate credit risk and interest rate risk.

2. Liquidity

The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3. Return

The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

V. Standards of Care

1. Prudence

The standard of prudence to be used by investment officials will be the “prudent person” standard and will be applied in the context of managing an overall portfolio.

The “prudent person” standard states that,

“Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The Finance Director, acting in accordance with written procedures and this Investment Policy and exercising due diligence, will be relieved of personal liability for a loss, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

2. Ethics and Conflicts of Interest

In addition to the prohibitions contained in the Public Funds Act, officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials will disclose to the City Manager, Mayor, and Chairperson of the Finance Committee of the City Council any material financial interests in financial institutions that conduct business with the City, and they will further disclose any personal financial or investment positions that could be related to the performance of the City’s portfolio. Employees and officers will subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales. Also, they will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. Delegation of Authority and Responsibilities

Authority to manage the investment program, as chief investment officer, is granted to the Finance Director and is derived from the Public Funds Act. The Finance Director or designee, under the delegation of the City Council, will establish written procedures and internal controls for the operation of the investment program that are consistent with this Investment Policy.

VI. Authorized Financial Institutions, Depositories

1. Authorized Financial Institutions, Depositories

The City will select one financial institution to serve as its primary depository per a Request for Proposal (RFP) process approximately every five years and approved by City Council. Additionally, a list will be maintained of financial institutions and depositories authorized to provide depository services to the City. The City may deposit funds under the FDIC coverage amount in any financial institution the deposits of which are insured by the FDIC.

2. Broker/dealers

A list will be maintained of approved security broker/dealers selected by conducting a process of due diligence and approved by the City Council.

All broker/dealers that desire to become qualified for investment transactions with the City must supply the following, at a minimum:

- Audited financial statements
- Proof of FINRA registration
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read, understood, and agreeing to, and having appropriate safeguards to ensure compliance with, the City's Investment Policy
- Evidence of adequate insurance coverage

Also, broker/dealers will be selected based upon their overall experience with Illinois agencies and the Public Funds Act.

Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be solely at the City's discretion.

A periodic review of the financial condition and registration of all qualified financial institutions, depositories, and broker/dealers will be conducted by the Finance Director.

3. Investment Advisers

Lake Forest may engage the services of one or more investment advisers to assist in the management of the City's portfolio in a manner consistent with this Investment Policy. Such advisers may or may not be granted discretion to purchase and sell investment securities in accordance with this investment Policy. Such advisers must be registered under the Investment Advisers Act of 1940 or with the appropriate banking regulators if a subsidiary of a bank.

4. Competitive Transactions

The Finance Director will attempt to obtain competitive bid information on all deposits made or investments purchased.

For investment securities purchased on the secondary market, competitive bids can be executed through a bidding process involving at least three separate broker/dealers or financial institutions or through the use of a nationally recognized trading platform. For the purchase of securities for which there is no readily available competitive offering on the same specific issue, then the Finance Director will document quotations for comparable or alternative securities. When purchasing original issue

securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price.

Investment advisers will be engaged through a competitive procurement process, such as a Request for Qualifications (RFQ) or RFP. If the City hires an investment adviser to provide investment management services, the adviser must provide documentation of competitive pricing execution on each transaction. The investment adviser will retain documentation and provide the documentation upon request.

VII. Suitable and Authorized Investments

Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this Investment Policy and are those defined by Illinois State Statutes.

If additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the City until this Investment Policy has been amended and the amended version adopted by the City Council.

- Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America;
- Bonds, notes, debentures, or other similar obligations of U. S. Government, its agencies, or government sponsored enterprises (GSEs);
- Interest bearing bonds of any county, township, city, incorporated town, municipal corporation, or school district, and the bonds shall be registered in the name of the municipality or held under a custodial agreement at a bank, provided the bonds will be rated at the time of purchase within the three highest general classifications established by a nationally recognized statistical rating organization (NRSRO);
- Interest-bearing savings accounts, interest-bearing certificates of deposit, interest-bearing deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act (205 ILCS 5/1 et seq.), provided, however, that such investments may be made only in banks that are insured by the Federal Deposit Insurance Corporation;
- Certificate of Deposit Account Registry Service (CDARS) certificates of deposit or Insured Cash Sweep (ICS) service¹
- Commercial Paper - issuer must be a United States corporation with more than \$500 million in assets, rating must be within the highest tier (e.g., A-1, P-1, F-1, D-1 or higher) by two NRSROs, and such purchases cannot exceed 10% of the corporation's outstanding obligations, and such purchases cannot exceed one-third of funds;

¹ CDARS is a placement service provided by Promontory Network in which a member institution uses the CDARS Network to place funds into CDs or other depository products issued by banks that are members of the CDARS Network. The placements occur in increments below the standard Federal Deposit Insurance Corporation ("FDIC") insurance coverage maximum, allowing for coverage of principal and interest. The Insured Cash Sweep (ICS) works similarly placing funds in demand or money market accounts or both.

- Money Market Mutual Funds - registered under the Investment Company Act of 1940 (15 U.S.C.A. § 80a-1 et seq.), provided the portfolio is limited to bonds, notes, certificates, treasury bills, or other security that are guaranteed by the full faith and credit of the federal government as to principal and interest;
- Short term discount obligations of the Federal National Mortgage Association (established by or under the National Housing Act (1201 U.S.C. 1701 et seq.)), or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of Illinois or any other State or under the laws of the United States, provided, however, that the shares or investment certificates of such savings banks or savings and loan associations are insured by the Federal Deposit Insurance Corporation;
- Dividend-bearing share accounts, share certificates accounts, or class of share accounts of a credit union chartered under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of the credit unions must be located within the State of Illinois; and, provided further, that such investments may be made only in those credit unions the accounts of which are insured by applicable law;
- Illinois Funds²
- Illinois Metropolitan Investment Fund (IMET) – (1) 1-3 year Fund and (2) Convenience Fund³
- Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 (15 U.S.C.A. § 780-5) subject to the provisions of that Act and the regulations issued thereunder, provided, however, that such government securities, unless registered or inscribed in the name of the City, will be purchased through banks or trust companies authorized to do business in the State of Illinois; and such other repurchase agreements as are authorized in subsection (h) of Section 2 of the Public Funds Investment Act (30 ILCS 235/2). Repurchase agreements may be executed only with approved financial institutions or broker/dealers meeting the City's established standards, which will include mutual execution of a Master Repurchase Agreement adopted by the City.

IMPORTANT NOTE: If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Finance Director will evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Finance Director will apply the general objectives of safety, liquidity, and return to make the decision.

VIII. Collateralization of Deposits

It is the policy of the City to require that deposits in excess of Federal Deposit Insurance Corporation (FDIC), National Credit Union Administration (NCUA) and Security Investor Protection Corporation (SIPC) insurable limits, in a single financial institution, be secured by some form of collateral.

² The Public Treasurer's Investment Pool created under Section 17 of the State Treasurer Act (15 ILCS 505/17).

³ The IMET Convenience Fund is a short-term money market instrument collateralized via FDIC Insurance, the FHLB Letter of Credit Program, and government securities at 110% on bank deposits.

To accomplish this, every pledge of collateral will be documented by an approved written security and pledge agreement, executed by the financial institution contemporaneously with the acquisition of the pledged collateral by the financial institution, approved by the board of directors of the financial institution or its loan committee as reflected in the minutes of said board or committee, and continually kept as an official record of the financial institution.

Collateral can be held at the following locations:

- i. A Federal Reserve Bank or its branch office
- ii. A custodial facility - generally in a trust department through book- entry at the Federal Reserve, unless physical securities are involved
- iii. An escrow agent of the pledging institution

To the extent that there are funds in excess of FDIC, NCUA and/or SIPC insurance protection, eligible collateral instruments and collateral ratios (market value divided by deposited funds in excess of FDIC, NCUA and/or SIPC) are as follows:

• Treasuries	110%
• Agencies	110%
• Government Sponsored Enterprises (GSEs)	110%
• State of Illinois obligations	110%
• Lake Forest City General Obligation bonds	110%

The ratio of market value of collateral to the amount of funds secured will be reviewed on a monthly basis and additional collateral will be requested when the ratio declines below the level required.

Substitution or exchange of collateral securities held in safekeeping will not be done without prior written notice of the City at least 10 days prior to any proposed substitutions and provided that the market value of the replacement securities is equal to or greater than the market value of the securities being replaced. The City must pre-approve all substitution and exchanges of securities. At the City's discretion and in a form acceptable to the City Attorney, the City may enter into an alternate written agreement related to the assignment, substitution or exchange of collateral securities.

Letters of credit issued by a Federal Home Loan Bank will also be acceptable as collateral.

IX. Safekeeping and Custody

1. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) on a delivery-vs.-payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

2. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the City. To accomplish this, the securities can be held at the following locations:

- i. A Federal Reserve Bank or its branch office

- ii. A custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved.
- iii. An escrow agent of the pledging institution.

Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement, or custody agreement. All agreements will be approved by the City Attorney.

X. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls will be documented in an ***investment procedures manual*** that will be reviewed and updated periodically by the Finance Director.

Procedures should include references to: safekeeping, delivery-vs.-payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Finance Director. The Finance Director will be responsible for all transactions undertaken and will establish a system of controls to regulate the activities of subordinate staff.

The internal control structure will be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls will address the following points at a minimum:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Staff training and
- Review, maintenance and monitoring of security procedures both manual and automated

XI. Investment Parameters

1. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Lake Forest will mitigate credit risk by adopting the following:

- limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- allowing no financial institution to hold more than 35% of the City's investments, maturing over one year, exclusive of local government investment pools or U.S. Treasury securities

held in safekeeping. Diversification of investments with maturities of less than a year will be at the discretion of the Finance Director based upon bids.

- limiting investment in securities that have higher credit risks,
- limiting commercial paper to no more than 10% of the City's investment portfolio, and
- investing in securities with varying maturities.

The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities will not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

2. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements or other money market instruments to ensure that appropriate liquidity is maintained to meet ongoing obligations. To the extent possible, Lake Forest will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two years from the date of purchase.

Core funds, comprised of reserve and other funds with longer-term investment horizons, may be invested in securities exceeding two (2) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds.

Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

3. Local Considerations

Lake Forest will maintain investment accounts in the financial institutions located within the city of Lake Forest whenever possible and not precluded by other standards of this Policy.

XII. Performance Standards/ Evaluation

The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance will be compared against an appropriate benchmark/s as identified in the *investment procedures manual*.

XIII. Reporting/ Disclosure

The Finance Director will prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report should be provided to the City Council Finance Committee. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmark.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents

XIV. Approval of Investment Policy

This Investment Policy will be reviewed on an annual basis by the Finance Director and any modifications made must be approved by the City Council. If no modifications are made, the Investment Policy will be annotated to include the date of the review.

Approved _____

The City of Lake Forest
CITY COUNCIL
Proceedings of the Tuesday, January 17, 2017
City Council Meeting - City Council Chambers – Special start time 6:00pm

CALL TO ORDER AND ROLL CALL: Honorable Mayor Schoenheider called the meeting to order at 6:00 pm, and City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Schoenheider, Alderman Waldeck, Alderman Beidler, Alderman Pandaleon, Alderman Newman, Alderman Tack, Alderman Reisenberg, Alderman Adelman and Alderman Moreno.

Absent: None

Also present were: Robert Kiely Jr., City Manager; Catherine Czerniak, Director of Community Development, Elizabeth Holleb, Finance Director; Victor Filippini, City Attorney; Susan Banks, Communications Manager; Michael Thomas, Director of Public Works; Karl Walldorf, Chief of Police; Pete Siebert, Acting Fire Chief; Mike Strong, Assistant to the City Manager along with other members of City Staff.

There were approximately 75 persons present in the Council Chambers.

CALL TO ORDER AND ROLL CALL 6:00 pm

EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (6), The City Council will be discussing the consideration for the sale or lease of property owned by the Public Body.

Alderman Reisenberg made a motion to adjourn into executive session for the purpose of 5ILCS 120/2 (c), (6), discussing the sale or lease of property owned by the Public body, seconded by Alderman Newman. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 8 Ayes, 0 Nays, motion carried.

Adjournment into executive session

RECONVENE INTO REGULAR SESSION:

The City Council reconvened session following the Finance Committee meeting at 7:01 pm

PLEDGE OF ALLEGIANCE was recited by all those present in the Chambers

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

Mayor Schoenheider welcomed new 4th Ward Alderman, Raymond Buschmann and stated Mr. Buschmann is prepared to serve and the Council is thrilled to welcome him to the Council.

A. Mayor Schoenheider administers the Oath of Office to:

1. Fourth Ward Alderman-Appointed - - Raymond Buschmann

Mayor Schoenheider administered the Oath of office to Alderman Raymond Buschmann, photos were taken.

Mayor Schoenheider introduced Acting Fire Chief Pete Siebert who introduced the new appointments at the Fire Department and gave an overview of their service to the City.

B. Swear in Kevin Cronin as Deputy Fire Chief

Mayor Schoenheider swore in Kevin Cronin, photos were taken.

C. Swear in Matthew Penar as Battalion Chief

Mayor Schoenheider swore in Matthew Penar, photos were taken.

D. Swear in Andy Rick as Lieutenant

Mayor Schoenheider swore in Andy Rick, photos were taken.

Acting Fire Chief Pete Siebert thanked the City Council and the City Manager.

Mayor Schoenheider introduced Police Chief Karl Walldorf who provided background information on both new Police Officers to be sworn in.

E. Swear in Police Officer Daniel Blaul

Mayor Schoenheider swore in Daniel Blaul, photos were taken.

F. Swear in Police Officer Acilja Golec

Mayor Schoenheider swore in Acilja Golec, photos were taken.

Mayor Schoenheider thanked both the Fire and Police for their 365 24/7 dedication to the community.

2. COMMENTS BY CITY MANAGER

City Manager Robert Kiely welcomed and congratulated new Fourth Ward Alderman Buschmann.

3. COMMENTS BY COUNCIL MEMBERS

PUBLIC WORKS

**1. 2017 APWA Award Program- Forest Park Improvement Project
-Chairman Catherine Waldeck, Public Works Committee**

Chairman Waldeck introduced Bob Ells, who reported City Staff nominated the Forest Park rehabilitation project to the American Public Works Association, Lake County Branch and it was awarded the project of the year. This project demonstrated historic perseverance and a public/private partnership. The project now moves into the Chicago regional finals and the Council will be updated about its advancement. City Staff members accepted the award on behalf of the City.

2. Consideration of Post-Public Hearing Action relating to the Proposed Winwood Special Service Area.

City Manager Robert Kiely Jr. stated that this matter has been challenging.

The City Council received correspondence from some residents in the Winwood subdivision expressing their deep concern and confusion over the City's policy regarding Septic systems in the City of Lake Forest.

- This is a City Code issue, and is constant with state and county laws as well as neighboring communities. The Code applies to a few properties, as the vast majority of properties in Lake Forest are served by the City sanitary sewer system.

- The proposed Winwood Special Service Area relates to the City's enforcement of the current code and policies. To date, staff has been successfully working with residential subdivisions and individual homeowners to extend the sanitary sewer consistent with the Code. Up until approximately 10 years ago with the extension of the sanitary sewer to St. James Church and the property to the south, the entire Winwood subdivision was in compliance with the city code, as sanitary sewers were not available to them, today only 7 properties along the eastern portion are required to connect to the sanitary system.
- Most importantly to the neighbors is finances involved. In the past the City has worked with other residents of other subdivisions to use a SSA as a financial tool of choice, spreading the cost over time.

City Manager Kiely stated that the level of anxiety and confusion surrounding the topic is understandable as it is a complex, multifaceted public policy matter. The Winwood neighbors have asked to be exempt from City Code, which raises the following public policy issues for the City Council.

- Does the City Council amend the Code by deleting the language there by allowing all 85 remaining lots within the City to remain on septic systems?
- Does the City Council leave current Code in place and use selective enforcement when there is an emergency or voluntary basis.
- If the City Code is not amended, is there a "septic sanctuary" and if so, how does the City Council justify the action and what is done with the other 23 lots not covered by existing SSA's? And what does that mean for the 34 properties that have complied?
- What does the City do with homeowners whose septic systems are failing
- How is the City to proceed with enforcement of the Code on the 7 lots and the other 16 currently in non-compliance? Does the City offer a SSA for only the 7 properties?
- What action does the City take with the 8 properties that have current cross connections?
- If septic systems are permitted to remain, what restrictions does this place on future development and redevelopment areas? What additional monitoring/reporting procedures does the City implement?
- How does the City Council allow full transparency for future homeowners of these lots to ensure we are not just moving the conversation five or ten years down the road?

City Manager Kiely reported that at the conclusion of the Public Works Committee meeting on January 4, Alderman Moreno requested that staff explore additional options. While Council and Staff fully comprehend the significant financial impact that this proposal will have on the remaining 85 properties, in order to have more time to fully vet the possible financing alternatives and explore complex issues as mentioned, Staff is recommending passage of the resolution. The Winwood neighbors are asking the City to reexamine its policy of applying the code universally across all properties within the City. Mr. Kiely reported that to do so it must be done in a thoughtful, comprehensive way; as other residents living outside of Winwood Subdivision will be impacted by whatever decision is made.

Mayor Schoenheider asked the City Attorney for clarification on the resolution and stated that members of the public will also have an opportunity to address the Council on the issue.

Chairman Waldeck reported on the support of the Resolution by the Public Works Committee. The City Council had discussion on issues raised by the City Manager.

City Attorney Victor Filippini reported that the proposed resolution would re-open the Public Hearing on the SSA and continue the time period, and suggested that the City Council host a workshop that will direct staff to possibly start over under different parameters and allow for subsequent hearings.

The following persons offered their opinion to the City Council:

Andrew Twyman, 1161 Winwood, Lake Forest

Maxim Gorelik, 1220 Winwood, Lake Forest- Passed

Zachary Eleveld, 1137 Winwood, Lake Forest

Mayor Schoenheider subsequently reported that a City Council Workshop date will be determined by the City Council at the end of the meeting.

Based on discussion of the City Council, Mayor Schoenheider asked for a motion to approve a Resolution extending the Objection Period for The proposed Lake Forest Special Service Area no. 41 (Winwood Drive Area Sanitary Sewer Improvement Project).

3. Consideration of an Ordinance Amending The City of Lake Forest Code, Section 150.384, "Sewage and Sewage Disposal" (Waive First Reading and Grant Final Approval)

Based on the above discussion the City Council has decided to hold off on any changes to the code related to sewage and sewage disposal.

OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the December 5, 2016 City Council Meeting Minutes
2. Approval of Check Register for Period November 26-December 22, 2016
3. Approval and Ratification of an Intergovernmental Agreement with the Illinois Department of Public Health for the City of Lake Forest's portion of the Death Certificate Surcharge Fund.
4. Approval to extend the City's Office Supplies Contract
5. Approval of the Closure of the Route 60 Bridge Improvements Fund (Fund 314) and the Route 60 Intersection Improvements Fund (Fund 315), Refund of Excess Deposits to Project Participants, and Transfer of Remaining Monies to the Capital Improvements Fund
6. Consideration of Extension of a Contract Relating to Completion of the Clean-up of the City's Former Municipal Services Site.
7. Approval of Contracts to Perform Design and Professional Engineering Services for the Deerpath Golf Course Renovation Project
8. Approval of various items relating to the Lake Forest Metra Station – Union Pacific North Line Interior Renovation Project for Federal Participation through the Illinois Transportation Enhancement Program
9. Consideration of an Ordinance Approving Recommendations from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)
10. Consideration of an Ordinance Approving a Recommendation from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)

COUNCIL ACTION: Approval of the ten (10) Omnibus items as presented

Mayor Schoenheider asked members of the Council if they would like to remove any item or take it separately. The City Council had a discussion on item #7 . Mayor Schoenheider asked for a motion to approve the ten Omnibus items as presented.

Alderman Pandaleon made a motion to approve the ten omnibus items as presented, seconded by Alderman Tack. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

Information such as Purpose and Action Requested, Background/ Discussion, Budget/ Fiscal Impact, Recommended Action and a Staff Contact as it relates to the Omnibus items can be found on the agenda.

ORDINANCES

1. Consideration of a Recommendation from the Plan Commission in Support of Actions Related to Tentative Approval of the 770 Westleigh Road Planned Preservation Subdivision. (If desired by the Council, Grant First Reading of An Ordinance and Grant Approval of the Tentative Plat of Subdivision by Motion)

Catherine Czerniak, Director of Community Development, reported on a recommendation from the Plan Commission in support of 1) first reading of an Ordinance approving a zone change from R-5 to R-4; and 2) approval of the tentative plat of subdivision for the proposed 770 Westleigh Road Planned Preservation Subdivision.

This petition proposes development of a portion of a 22 acre parcel located on the north side of Westleigh Road, between Stable Lane and Wallace Road. The property is owned by the Lake Forest Open Lands Association and was acquired by Open Lands about nine years ago, specifically for the purpose of assuring that the property would be developed in a manner that preserves and protects the significant natural resources on the property including woodlands, prairie and wetlands. Nearly 17 acres of the property will be preserved as open space and will not be subject to future development.

A 9-lot Planned Preservation Subdivision is planned for just over five acres of the 22 acre property. The development cluster is proposed generally on the southern part of the property, the portion of the property that is already developed with a house, garage and hardscape, all of which will be removed as part of the proposed development.

The proposed cluster development will offer nine single family building lots of about one-third of an acre in size. The smaller lots, in a unique setting, are intended to provide a different housing product in the community, with homes of up to 3,500 square feet, on a private road, surrounded by a nature preserve. The property is located in the Historic Residential Open Space Preservation Overlay District which makes a conservation development, with clustered lots and extensive preserved open spaces, possible.

To achieve the proposed development, a zone change from R-5 to R-4 is required. This property currently stands as a lone R-5 parcel in the midst of an area that is zoned and developed under the R-4 zoning district. The R-5 zoning, which carries with it a three acre minimum lot size, remains on this parcel because the property was in the ownership of one family for many decades until it was acquired by Open Lands. Approval of the tentative plat will authorize the property owner, in partnership with a developer, currently

identified as The Janko Group, to proceed with the preparation of final engineering plans and the final plat of subdivision.

The Plan Commission held a public hearing on this petition over the course of three meetings. At those meetings, the Commission heard presentations from the petitioner, the petitioner's consultants and heard public testimony. The key questions focused on density, lot size, access into the development, drainage and buffering views from the Westleigh Road streetscape and from neighboring homes to the new homes and to the trail through the nature preserve.

At the conclusion of the Plan Commission's third meeting on this petition, the Commission concluded that all of the applicable requirements and criteria were satisfied for tentative approval and voted 4 to 0 to recommend first reading of an Ordinance approving a zone change to R-4 and approval of the tentative plat of subdivision. The Commission commended the development approach to the property.

Mayor Schoenheider asked if there was anyone from the Public who wanted to comment on the topic. Dan Seabald, 560 Ivy Ct, Lake Forest offered his opinion to the City Council. Seeing no other requests, Mayor Schoenheider asked for a motion.

COUNCIL ACTION: If determined to be appropriate by the City Council:

Grant first reading of an Ordinance rezoning the 22 acre parcel from R-5 to R-4.

AND

Approve a motion granting tentative approval of the 770 Westleigh Road Planned Preservation Subdivision subject to the conditions of approval as recommended by the Plan Commission and as detailed in the Plan Commission's report.

Alderman Pandaleon made a motion to grant first reading of an Ordinance rezoning the 22 acre parcel from R-5 to R-4 and Approve a motion granting tentative approval of the 770 Westleigh Road Planned Preservation Subdivision subject to the conditions of approval as recommended by the Plan Commission and as detailed in the Plan Commission's report, seconded by Alderman Beidler. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

2. Consideration of a Recommendation from the Plan Commission in Support of Amending the Special Use Permit for Northwestern Lake Forest Hospital to Approve Updates to the Previously Approved Master Plan. (Waive First Reading and Grant Final Approval of an Ordinance.)

Catherine Czerniak Director of Community Development reported on the recommendation from the Plan Commission in support of updating the previously approved Hospital Campus Master Plan to 1) reflect the final site plans that were approved for the Central Campus and the conditions as currently being built out and 2) further define parameters for future redevelopment of the South Campus.

In September, 2011, the Plan Commission began consideration of a new Master Plan to guide the revitalization of the hospital campus. After many months of review, public input and deliberation by the Plan Commission and City Council; the Master Plan, along with a Special Use Permit, was approved by the City Council on October 1, 2012. Following approval of the plan, an advisory committee appointed by the City Manager worked closely with the hospital team and City staff to review the final detailed plans to assure that they closely aligned with the parameters of the approved Master Plan. Today, build out of the

new hospital on the Central Campus is well underway with occupancy of some parts of the facility scheduled for this fall.

The Plan Commission recently considered a request from the hospital to approve updates to portions of the Master Plan at a public hearing over the course of two meetings. In November, 2016, the Commission heard a presentation from the hospital team, listened to public testimony and raised a number of questions and concerns. At the December, 2016, meeting, the hospital team responded to the questions and concerns identified at the previous meeting and provided additional details as requested. The key issues discussed included: concerns about the relocation of the Support Services Facility (maintenance facility) on the Central Campus, drainage, screening from neighboring residential properties, the realignment of at the north/south road through the South Campus and the anticipated demolition of all, or a significant portion of the existing hospital.

After hearing additional public testimony and further deliberation, the Commission voted 6 to 0 to recommend approval of updates to the Master Plan as proposed by the hospital, subject to conditions of approval as detailed fully in the Ordinance and as summarized below.

- The height of the east end of the berm shall be increased.
- Additional plantings shall be added to the berms.
- Views into the hospital campus from the Westmoreland and Waukegan Road intersection shall be monitored as the work on the Central Campus is completed and as vegetation begins to mature to evaluate whether the plantings provide adequate screening.
- Plantings in the buffer area located along the west property line of the South Campus shall be maintained and enhanced as needed on an ongoing basis.
- Plans for future buildings and detailed site plans shall be subject to review through a process as directed by the City Manager.
- A final plan for memorializing the existing hospital through preservation of some portion of the hospital or some alternate approach shall be subject to review through a process as directed by the City Manager.
- As portions of the existing hospital building are vacated, a lighting reduction plan shall be developed by the hospital to reduce off site light impacts while still meeting safety and security needs.

The City Council had a lengthy discussion on the legacy of the old hospital buildings, the demolition of the buildings and the processes approved by the City Council.

Mayor Schoenheider asked if there was anyone from the Public who wanted to comment on the topic. Maddie Dugan, offered her opinion to the City Council. Seeing no other requests, Mayor Schoenheider asked for a motion.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of an Ordinance amending portions of the Northwestern Lake Forest Hospital Campus Master Plan, approved in 2012, to reflect the approved site and building plans and as-built conditions and to establish further parameters to guide the future of the South Campus.

Alderman Pandaleon made a motion to waive first reading and grant final approval of an Ordinance amending portions of the Northwestern Lake Forest Hospital Campus Master Plan, approved in 2012, to reflect the approved site and building plans and as-built conditions and to establish further parameters to guide the future of the South Campus, seconded by Alderman Newman. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

ORDINANCES AFFECTING CODE AMENDMENTS

1. Consideration of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals. (First Reading)

Catherine Czerniak, Director of Community Development, stated the proposed amendments to 159.042 do not involve substantive changes to the Code and reflect only a few minor clean-up edits.

Mayor Schoenheider asked if there was anyone from the public who wanted to comment on the topic. Seeing none. He asked for a motion.

COUNCIL ACTION: Grant first reading of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals and Plan Commission.

Alderman Moreno made a motion grant first reading of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals and Plan Commission, seconded by Alderman Tack. Motion carried unanimously by voice vote

NEW BUSINESS

1. Consideration of a Proposal from Teska Associates Inc. to Conduct an Evaluation of the City's Building Permit Issuance and Plan Review Process.

City Manager Robert Kiely reported that in 2006, the City engaged an outside consulting firm (Zucker Systems) to evaluate the City's building permit and plan review process and presented recommendations on improving the efficiency and the effectiveness of the City's process. Now, ten years later, it is appropriate to revisit these functions and consider opportunities to implement best practices and technological enhancements to better serve residents, builders, realtors and other constituent groups.

In June, 2016, The Mayor, City Manager and Director of Community Development met with members of the real estate community to listen to their concerns about the current real estate market and challenges for selling homes in Lake Forest. One issue raised during the course of the meeting was the complexity and length of time involved of the City's building review and approval process and in light of the City's recent efforts to promote the community.

As proposed, Teska would undertake a comprehensive review of our current rules and procedures, meet with builders, realtors, staff and other interested parties, and compare our procedures with other like communities to prepare a list of recommendations. A final report will be presented to the City Council upon completion of their work in approximately two and a half months.

The City Council had discussion about the RFP process, timeframe of work to be completed, the recent work on the Laurel Avenue TIF district that Teska handled for the City.

Mayor Schoenheider asked if there was anyone from the public who wanted to comment on the topic. Seeing none. He asked for a motion.

COUNCIL ACTION: Authorize the City Manager to enter into a contract with Teska Associates, Inc. for an amount not to exceed \$24,900 to conduct an evaluation of the City's building permit and plan review process.

Alderman Beidler made a motion to authorize the City Manager to enter into a contract with Teska Associates, Inc. for an amount not to exceed \$24,900 to conduct an evaluation of the City's building permit and plan review process, seconded by Alderman Pandaleon. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

2. Consideration of Recommendations from the Plan Commission, Building Review Board and the Property and Public Lands Committee in Support of Various Actions Related to the McKinley Road Redevelopment Project. (Approval of a Resolution)

Catherine Czerniak, Director of Community Development, reported that the City Council is asked to consider of recommendations in support of redevelopment of the area located east of McKinley Road and south of Westminster. A Resolution, which details the extensive public review of this petition to date, is presented for Council consideration. The Resolution incorporates recommendations from the Plan Commission, Building Review Board and the Property and Public Lands Committee. Action is requested to 1) approve a Master Plan for the redevelopment area, 2) approve a plat of consolidation and an easement for a new east/west private road, 3) conditionally approve the architectural design of the first building, and 4) approve a Term Sheet in support of a land swap with the developer.

The redevelopment area is located across from the train station and north of the Church of the Covenants and the Lake Forest Library. This area is currently developed with three office buildings. The two northernmost office buildings, 721 and 725 McKinley Road, are proposed for demolition in the initial phase of redevelopment. A single residential condominium building is proposed on these two parcels. The southernmost office building, 711 McKinley Road, is proposed to remain in the short term, to allow current tenant leases to play out, to provide the opportunity for the developer to assess the demand for different types of residential units and to make the project financially feasible.

The three office parcels are adjacent to a City owned property to the east, 361 E. Westminster. The City Council previously identified this property as surplus property and directed the Plan Commission to make a recommendation on how the City parcel could best be used going forward. After deliberation over the course of three public meetings, the Commission voted unanimously to recommend that the City parcel be incorporated into a Master Plan for redevelopment of the area. The Property and Public Lands Committee stated support for this approach. The Master Plan was included in the Council packet as an attachment to the Resolution. The Commission further urged the City Council to take all necessary steps to assure that over time, the full extent of the Master Plan is ultimately achieved.

Importantly, Years of study of this area have concluded consistently that a transition from office use to multi-family residential use is appropriate. The Comprehensive Plan supports multi-family residential use in this area and more recently, the Cultural Corridor Task Force re-affirmed support for multi-family residential development in this area, close to the train station and the Central Business District, to meet a need for a different housing type in the community and to contribute to the vitality of the Central Business District.

Ms. Czerniak noted a recommendation from the Building Review Board in support of the architectural design of the building was also incorporated into the Resolution. The Building Review Board considered the architectural design, exterior materials and landscape plan over the course of three meetings. In addition,

the Board appointed a subcommittee to review the plans when they are submitted for permit to assure that the details of the project are consistent with the public representations and discussions.

Finally, a Term Sheet was attached to the Resolution. This document details the discussions to date with the developer and outlines terms of a land swap, the land swap is necessary to allow the Master Plan to be achieved. In summary, the land swap would allow the developer to take ownership of the southern portion of the 361 E. Westminster parcel which would be the location of the third condominium building. The City in return, would take ownership of a portion of the 711 McKinley Road parcel which would be added to the Library site and provide the opportunity for additional parking. The overall development would also provide for common open space in the area north of the Library, pedestrian pathways and landscaped streetscapes.

The City Council had discussion on the timeline of the redevelopment project, the Plan Commissions work and diversified housing needs.

Mayor Schoenheider asked if there was anyone from the Public who wanted to comment on the topic. Dan Seabald, 560 Ivy Ct, Lake Forest offered his opinion to the City Council. Seeing no other requests, Mayor Schoenheider asked for a motion.

COUNCIL ACTION: If determined to be appropriate by the City Council, by motion, grant approval of the Resolution

Alderman Reisenberg made a motion to grant approval of the Resolution, seconded by Alderman Pandaleon. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION
--

ADJOURNMENT

There being no further business. Alderman Adelman made a motion to adjourn, seconded by Alderman Waldeck. Motion carried unanimously by voice vote at 9:22 p.m.

Respectfully Submitted,
Margaret Boyer
City Clerk

A video of the City Council meeting is available for viewing at the Lake Forest Library and on file in the Clerk's office at City Hall. You can also view it on the website by visiting www.cityoflakeforest.com. Click on I Want To, then click on View, then choose Archived Meetings Videos.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 23rd day of January 2017 ("Effective Date") by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and **City of Lake Forest** (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties")

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold

from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemp shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemp's internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemp's workers' compensation carrier. GovTemp and GovTemp's insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not

exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to have remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemp may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemp employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within ten (10) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on February 13, 2017 and shall continue in effect thereafter for a period of twelve (12) months (February 12, 2018) or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date." Agreement may be extended for one (1) year renewals with agreement between the parties.

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the City of Lake Forest may hire the Employee as a permanent employee of the City. If the City exercises this option, the sum of two weeks gross salary is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date. If the City does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the

loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls

the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:

GOVTEMPUSA, LLC
630 Dundee Road - Suite 130
Northbrook, IL 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
E-Mail: mearl@govhrusa.com

If to the Municipality:

City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045
Attention: DeSha Kalmar
Telephone: 847-810-3530
E-Mail: kalmard@cityoflakeforest.com

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.14. Arbitration.

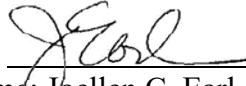
(a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.

(b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By: 
Name: Joellen C. Earl
Title: President and Co-Owner

MUNICIPALITY

By: _____
Name: Robert R. Kiely, Jr.
Title: City Manager

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Bernard Arends

POSITION/ASSIGNMENT: Fire Marshal

POSITION TERM: February 13, 2017 to February 12, 2018. Agreement may be
extended for additional one year periods with agreement between the parties.

Review Section 5 for complete terms of position.

BASE COMPENSATION: \$37.80 per hour. Hours per week are estimated to average 30-35
hours/week. (\$56.70 = overtime rate for work in excess of 40 hours/week).

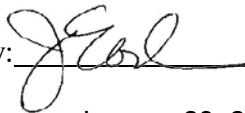
Worksite employee shall be paid for hours worked only. Hours should be reported
via email to payroll@govtempsusa.com on the Monday after the prior work week.

The City will be invoiced every other week for hours worked.

OTHER: After six-months, compensation rate may increase.

GOVTEMPUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: January 23, 2017

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Not applicable.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017 - ____

**AN ORDINANCE AMENDING CHAPTER 159.042 – “ZONING BOARD OF APPEALS”
OF THE CITY CODE**

WHEREAS, The City of Lake Forest is a home rule, special charter municipal corporation; and

WHEREAS, from time to time it is appropriate to review, update and modify the City Code of Lake Forest (the “**City Code**”) to assure that it appropriately reflects current practices and trends, is clear, and addresses new issues that may arise; and

WHEREAS, at the direction of the City Council, the Zoning Board of Appeals reviewed Chapter 159.042 of the City Code; and

WHEREAS, the Zoning Board of Appeals conducted a public hearing on the proposed amendments to Chapter 159.042 on December 12, 2017 and, after deliberation, forwarded a recommendation to the City Council in support of minor amendments to said Chapter; and

WHEREAS, the Mayor and City Council, having considered the recommendation of the Zoning Board of Appeals, have determined that adopting this Ordinance and amending Chapter 159.042 of the City Code relating to the Zoning Board of Appeals hereinafter set forth, will be in the best interests of the City and its residents;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, AS
FOLLOWS:**

SECTION ONE: **Recitals.** The foregoing recitals are hereby adopted by this reference as the findings of the City Council and are hereby incorporated into this Section as if fully set forth.

SECTION TWO: **Amendment to Chapter 159.042.** Chapter 159.042, entitled "Zoning Board of Appeals," of the City Code is hereby amended as follows:

(a) Chapter 159.042 is hereby amended in part and shall hereafter be and read as reflected in Exhibit A which is attached hereto and made a part hereof.

SECTION THREE: **Effective Date.** This ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Passed this ____ day of ____, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this ____ day of ____, 2017

Mayor

ATTEST:

City Clerk

EXHIBIT A
(Proposed Amendments Reflected in Text)

§ 159.042 ZONING BOARD OF APPEALS.

(A) *Creation, composition, term.* There is hereby created the City Zoning Board of Appeals herein referenced as “the Board.”

(1) The Mayor, with the advice and consent of the City Council, shall appoint seven Board members with one of the members appointed as Chairperson. Every member may serve a maximum of three two-year terms.

(2) Board members may continue to serve beyond the expiration of the term if necessary until a replacement is appointed by the Mayor.

(3) Four members of the Board shall constitute a quorum.

(4) Members serve at the discretion of the Mayor.

(5) The Board shall include persons of diverse backgrounds, to the extent possible, with each Board member demonstrating various skills, knowledge and expertise that facilitate the review of matters that come before the Board.

(6) One member of the Zoning Board of Appeals may serve concurrently on the Plan Commission with the terms for each body being distinct and separate.

(7) In the event of a vacancy, the Mayor, with the consent of the City Council, shall appoint a new Board member to fill the remainder of the term in question. Following completion of the term filled, said member may be appointed to a full term consistent with the provisions of this section.

(B) *Purpose.* The Zoning Board of Appeals serves as a recommending body to the City Council on requests for variances from this chapter of the city code as amended and on matters relating to special use permits authorizing expansion of or changes to some existing special uses. With respect to appeals of administrative decisions, the Zoning Board of Appeals renders the final decision at the local level. The Zoning Board of Appeals provides a public forum for input and deliberation on all of the above matters.

(C) *Powers and duties.* The Zoning Board of Appeals shall discharge the following duties under this chapter:

(1) Review and render a final decision on all appeals from any order, requirement, decision or determination made by the Administrative Officer, or the Officer’s designee, under this chapter. In rendering a final decision on administrative appeals, the Board may affirm, affirm with conditions, modify or reverse the decision of the Administrative Officer or the Officer’s designee;

(2) Review and make a recommendation to the City Council on all applications for variances from the requirements of this chapter;

(3) Review and make a recommendation to the City Council on all applications for ~~special use permits and~~ amendments to existing special uses permits except those required by § 159.048 and §§ 159.109 through 159.114, relating to the various business districts which are the purview of the Plan Commission;

(4) Hold public hearings and make recommendations on other matters as appropriate consistent with this chapter;

(5) Conduct special studies as directed from time to time by the City Council; and

(6) All recommendations provided to the City Council ~~recommendations~~ with respect to all of the duties listed above shall include written documentation of the Board's findings in support of the recommended action in the manner prescribed herein.

(D) *Meetings and rules of the Board.* The Board shall conduct all proceedings in accordance with the following.

(1) All meetings of the Board shall be held in accordance with the meeting schedule adopted by the Board on an annual basis subject to modification by the Chairperson.

(2) Decisions and recommendations of the Board shall be reached only after a public hearing for which notice has been provided in accordance with the requirements of this chapter.

(3) All hearings shall be open to the public.

(4) At all hearings, any interested party may appear in person, or by agent or attorney, and offer evidence and testimony and cross-examine witnesses in accordance with the meeting procedures established by the Board.

(5) The Chairperson, or in his or her absence, the Acting Chairperson, may administer oaths and compel the attendance of witnesses.

(6) All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.

(7) All evidence and testimony shall be presented publicly. The Board may take judicial notice of facts to the same extent and in the same manner as courts of record and may consider any relevant facts within the personal knowledge of any member of the Board which are stated into the record by such member.

(8) The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. No hearing shall be conducted without a quorum of the Board being present, which shall consist of a majority of all the members then in office.

(E) *Administrative appeals.*

(1) *Scope of appeals.* An appeal may be filed by any person aggrieved by a decision of the Administrative Officer or the Officer's designee. Such appeal shall be submitted on a form provided by the city within 45 days of the action complained of, by filing with the Administrative Officer and with the Board, a notice of appeal specifying the grounds thereof.

(2) *Hearing and notice.* The Board shall hear the appeal within 60 days following the receipt of any appeal under this chapter, or at the first regularly scheduled Zoning Board of Appeals meeting that has not been fully subscribed or such further time to which the appellant may agree. Notice of date, time and place of said hearing shall be provided to the appellant and all parties who have heretofore indicated to the city an interest in the decision.

(3) *Transmission of record.* Prior to the hearing, the Administrative Officer shall transmit to the Board the complete record upon which the action appealed was taken at least five working days prior to the hearing.

(4) *Findings on appeals.* An appeal shall stay all proceedings in furtherance of the action appealed unless the Administrative Officer demonstrates to the satisfaction of the Board, that a stay would cause imminent peril to life or property. In this event the proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or

by a Circuit Court on application and on notice to the Administrative Officer from whom the appeal is taken, and on due cause shown.

(5) *Disposition of appeals.*

(a) The Board may reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it deems necessary and to that end has all powers of the Administrative Officer.

(b) The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Administrative Officer.

(6) *Report to City Council.* The Board shall transmit to the City Council a written report stating the Board's decision on each appeal from an order, requirement, decision or determination of the Administrative Officer for information purposes.

(7) *Administrative review.* All final administrative decisions of the Board shall be subject to judicial review pursuant to the provisions of the Administrative Review Act, being 735 ILCS 5/Art. III, approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto.

(F) *Variances.*

(1) *Application for variance.*

(a) An application for a variance shall be filed on a form provided by the city. Such applications shall be filed by or on behalf of the legal or beneficial owner of the property for which a variance is sought.

(b) A complete application shall include all of the following unless an item is specifically waived by the Administrative Officer.

1. A completed variance application form;
2. Disclosure of beneficial interests.

a. If the applicant is a corporation, the application must be accompanied by a resolution of the corporation authorizing the execution and submittal of the application. In addition, the application shall indicate on its face the names of all directors and corporate officers of the corporation and also the names of all shareholders who own individually or beneficially 5% or more of the outstanding stock of the corporation.

b. If the applicant is a general partnership, the application shall contain a list of all general partners who have a 5% or greater individual or beneficial interest in the partnership.

c. If the applicant is a limited partnership, the application shall contain a list of all the names of general partners and the names of all limited partners having a 5% or greater individual or beneficial interest in the partnership.

3. Title report, warranty deed or similar instrument;
4. Legal description of property and plat of survey;
5. Statement of intent addressing variance criteria;
6. Site plan, elevations, floor plans, roof plans illustrating requested variance;
7. Tree removal, landscape and grading plans; and
8. Any other materials determined to be necessary by the Administrative Officer.

(2) *Notice of hearing.* The Administrative Officer shall have published in a newspaper of general circulation in the city a notice of the time and place of a hearing on a

variance and also shall mail notice thereof to the residents and owners of record of all parcels of land, within the city limits, to a depth of three ownerships, but not to exceed 1,320 feet from the perimeter of the property being considered. The publication and mailing shall be made not more than 30 ~~days~~ nor less than 15 days before the date of the hearing.

(3) *Transmission of report and recommendation.* Prior to the hearing, the Administrative Officer shall transmit to the Board a report, recommendation and background material upon which said report and recommendation are based. The complete application shall be on file and available for Board member and public review in the office of the Community Development Department.

(4) *Standards for variance.*

(a) The Board, after a hearing, may recommend a variance from the regulations of this chapter in cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of these regulations, but only when such variance is in harmony with the general purpose and intent of this chapter.

(b) In reviewing a case, the Board shall require evidence to the effect that:

1. The variance, if granted, will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located;

2. The conditions upon which a petition for a variance are based are unique to the property for which the variance is sought, and are not applicable, generally, to other property with the same zoning classification;

3. The alleged difficulty or hardship in conforming with the requirements of this chapter is caused by this chapter and has not been created by the actions of any persons presently or formerly having an interest in the property; and

4. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

(G) *Disposition of variances.*

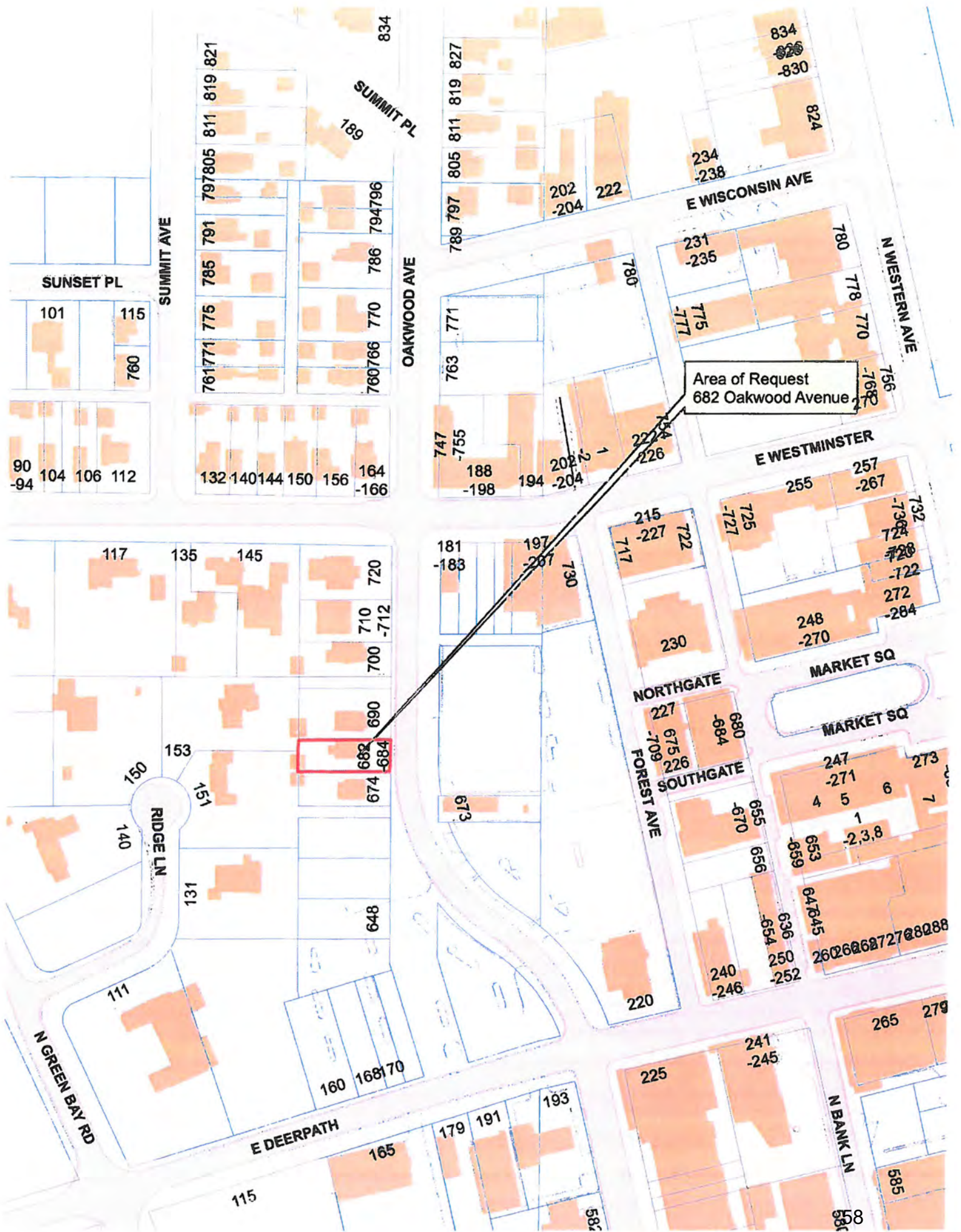
(1) *Recommendation by Board of Appeals.* The Board shall transmit its recommendation and written findings of fact to the City Council within 30 days after the close of the hearing on a proposed variance. In its recommendation, the Board may recommend that such conditions and restrictions be placed upon the premises benefitted by a variance as may be necessary to comply with the objectives of this chapter. The concurring vote of four members of the Board shall be necessary to recommend the authorization of any variance from this chapter.

(2) *Disposition by City Council.* Upon receipt of the recommendation of the Board, the City Council shall place such recommendation on its agenda within 30 days and may, by ordinance without further hearing, grant variances from the provisions of this chapter in accordance with the standards established in division (F)(~~34~~) above, or may refer it back to the Board for further consideration. Every recommendation from the Board shall be accompanied by written findings of fact specifying the reason for granting such variance. Those applications which fail to receive the approval of the Board shall not be passed by the Council except by the favorable vote of two-thirds of the aldermen then holding office.

(3) *Duration of variances.* No ordinance of the City Council granting a variance shall be valid for a period longer than two years from the date of such ordinance unless

within such period the building permit is obtained and the erection or alteration of a building is started or the use is commenced.

(Prior Code, § 46-21) (Ord. eff. 1-15-1972; Ord. 91-1(A), passed 1-7-1991; Ord. 94-49, passed 11-7-1994; Ord. 2009-17, passed 4-20-2009; Ord. 2013-21, passed 5-6-2013)



THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-__

AN ORDINANCE GRANTING VARIANCES FROM THE SIDE AND REAR YARD
SETBACKS FOR ACCESSORY STRUCTURE FOR PROPERTY LOCATED AT
682 OAKWOOD AVENUE

WHEREAS, 682 Oakwood Avenue, LLC (Peter Childs and Jamie Childs) ("**Owners**") are the owners of that certain real property commonly known as 682 Oakwood Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the GR-3, Single Family Residence Zoning District; and

WHEREAS, the Owners desire to construct improvements, including reconstruction and expansion of the detached garage ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") requesting approval of variances from Section 159.087, GR-3, General Residence District, of the City of Lake Forest Code, to allow construction of a portion of the Improvements, within the side and rear yard setbacks for accessory structures; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on January 23, 2017; and

WHEREAS, the ZBA, having fully heard and having considered the evidence and testimony by all those attending the public hearing who wished to testify, made the following findings:

1. Variances from the accessory structure setback requirements will allow reconstruction and expansion of an existing detached garage in a manner that is consistent with the character of the neighborhood.
2. The conditions upon which the variances are requested; the size of the property, and the fact that the property and surrounding area were developed prior to current zoning regulations; are generally unique to this property and this neighborhood and are not universally applicable to other properties in the same zoning district, in other areas of the community.
3. The existing detached garage was constructed based on a variance granted in 1986, which allowed a replacement garage to be constructed in generally the same location as the original detached garage which was

constructed prior to the application of current zoning regulations. The non-conforming condition was not created by any current or former owner of the property but instead, results from a change to the zoning regulations after the original construction in this neighborhood.

4. The variance in part is to accommodate the addition of a gutter to direct drainage away from neighboring properties. The reconstruction and expansion will improve the appearance and functionality of the garage in an unobtrusive manner to meet the needs of today's home buyer.

and recommended that the City Council approve the variances subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Mayor and City Council, having considered Owners' Application to construct the Improvements on the Property, and the findings and recommendations of the ZBA, have determined that it is in the best interests of the City and its residents to grant approval of the requested variances subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION TWO: Approval of Application. Pursuant to Section 159.042 of the City Code, and subject to the limitations therein and the conditions set forth in Section Four of this Ordinance, the City Council does hereby grant approval of the Application to allow the construction of the Improvements on the Property, as more fully depicted on the Plans.

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow reconstruction and expansion of the existing detached garage including the eaves and gutters, within the required side yard setback for accessory structures at a distance no closer than 8½" from the south property line and within the required rear yard setback for accessory structures at a distance no closer than 10 ½" to the west property line.

SECTION FOUR: Conditions on Approval. The approval granted pursuant to Sections Two and Three of this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the

City as in the case of foreclosure of liens against real estate.

SECTION FIVE: 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; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2017.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

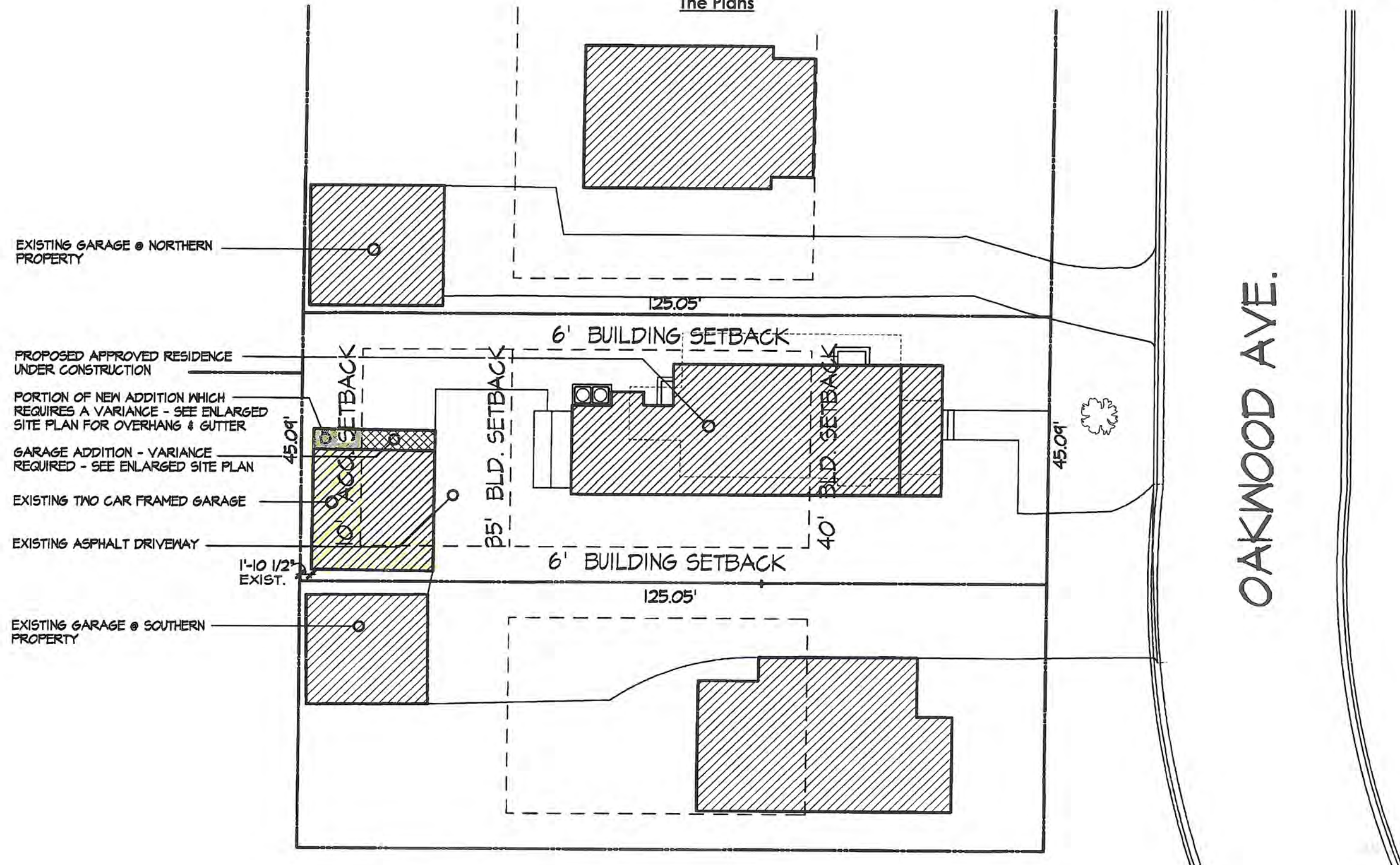
PASSED THIS __ DAY OF _____, 2017.

Mayor

ATTEST:

City Clerk

The Plans



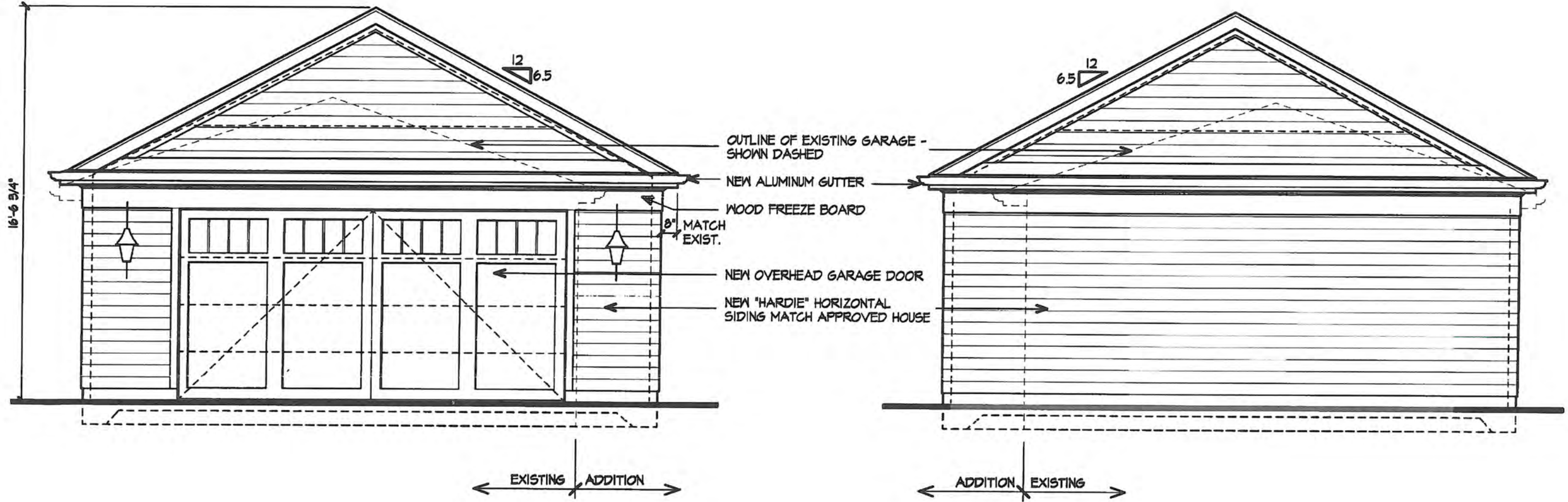
Overall Site Plan

Oakwood Residence - 682 Oakwood Avenue

SCALE: 1" = 20'-0" 0 1 2 4 8

Michael E. Breseman Architects Ltd

The Plans



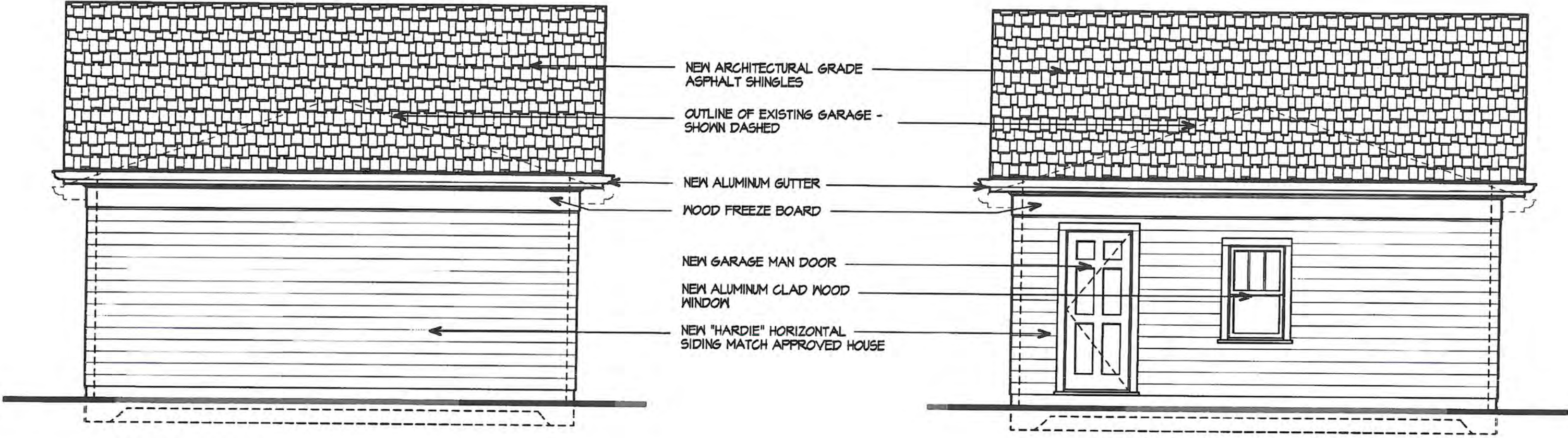
Proposed Front & Rear Garage Elevations

Oakwood Residence - 682 Oakwood Avenue

Michael E. Breseman Architects Ltd

GROUP EXHIBIT B

The Plans



Proposed Side Garage Elevations



Local Agency	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation Supplement #2	Consultant
City of Lake Forest			Gewalt Hamilton Associates, Inc.
County			Address
Lake			625 Forest Edge Drive
Section			City
11-00090-01-SM			Vernon Hills
Project No.	CONSULTANT		State
TE-00D1(942)			IL
Job No.			Zip Code
C 91-030-14			60061
Contact Name/Phone/E-mail Address			Contact Name/Phone/E-mail Address
Robert Ells/847.810.3555			Dan Strahan/847.478.9700
EllsR@cityoflakeforest.com			dstrahan@gha-engineers.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Lake Forest Metra Station UP North Line Route _____ Length _____ Structure No. _____

Termini _____

Description: Additional construction engineering services due to project closeout documentation and additional documentation coordination with contractors and subcontractors.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☐ c. For soils, to obtain samples and perform testing as noted below.
 - ☐ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☐ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- ☒ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate

☐ (Pay per element)

Lump Sum

☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$18,153.60

Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$18,153.60
Total for all Work:		\$18,153.60

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

DATE

DBE

AVERAGE HOURLY PROJECT RATES

FIRM

Gewalt Hamilton Associates

PTB

DATE 01/12/17

PRIME/SUPPLEMENT

Prime

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Coordination & Documentation														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	66.50	0																	
Senior Engineer	53.45	10	5.88%	3.14	10	5.88%	3.14												
Sr. Environmental Consultant	40.00	0																	
Professional Engineer	37.67	0																	
Registered Land Surveyor	46.63	0																	
Staff Engineer	25.35	0																	
Environmental Consultant	27.00	0																	
Sr. Engineering Tech	33.36	160	94.12%	31.40	160	94.12%	31.40												
Engineering Tech II	25.65	0																	
Engineering Tech I	15.75	0																	
Engineer Tech Intern	14.13	0																	
Clerical/Administrative	24.75	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		170	100%	\$34.54	170	100%	\$34.54	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the Council of the
(Council or President and Board of Trustees)
City Lake Forest of Lake Forest, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$900,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2017
(Date)
to December 31, 2017.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at District 1, Schaumburg, Illinois.

I, Margaret Boyer Clerk in and for the City
(City, Town or Village)
of Lake Forest, County of Lake

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting on February 6, 2017
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Clerk
(City, Town or Village)

<p>Approved</p> <p>_____ Regional Engineer Department of Transportation</p> <p>_____ Date</p>
--

2017 HMA Resurfacing List

Street	From	To
SUFFOLK LN	RT 60	WEST END
YORKTOWNE LN	NEWCASTLE DR	WESTLEIGH RD
NEWCASTLE DR	YORKTOWNE LN	WEST END
STABLE LN	WESTLEIGH RD	SOUTH END
SOUTHGATE	MARKET SQ	FOREST AV
MCGLINNIN CT	MIDDLEFORK DR	NORTH END
JENSEN DR	MIDDLEFORK DR	KENNICOTT DR
SUMMERFIELD DR	RT 43	WEST END
KENNICOTT DR	JENSEN DR	EMMONS CT
BARRYS CT	YORKTOWNE LN	WEST END
EMMONS CT	KENNICOTT DR	EAST END
OLD ELM ROAD	EVERETT ROAD	ESTES AVENUE



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
City of Lake Forest Illinois
City, Town or Village Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
North Western Avenue		400 FT. South of Thomas Place	200 FT. North of Thomas Plac

BE IT FURTHER RESOLVED,

- That the proposed improvement shall consist of Streetscape Enhancements, Landscape Enhancements ant all
associated work.

and shall be constructed _____ wide
and be designated as Section _____

- That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of \$ 327,000.00
Dollars (_____) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

- That work shall be done by Contract ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved	I, <u>Margaret Boyer</u> Clerk in and for the
	City of <u>Lake Forest</u>
	City, Town or Village
	County of <u>Lake</u> , hereby certify the
	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>Council</u>
	Council or President and Board of Trustees
	at a meeting on <u>February 6, 2017</u>
	Date
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
	_____ day of _____
	(SEAL)

	City, Town, or Village Clerk
Date	
Department of Transportation	
Regional Engineer	



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the Council of the
(Council or President and Board of Trustees)
City Lake Forest of Lake Forest, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$73,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2017
(Date)
to December 31, 2017.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at District 1, Schaumburg, Illinois.

I, Margaret Boyer Clerk in and for the City
(City, Town or Village)
of Lake Forest, County of Lake

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting on February 6, 2017
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Clerk
(City, Town or Village)

Approved
_____ Regional Engineer Department of Transportation
_____ Date

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017 - ____

AN ORDINANCE AMENDING CHAPTER 159.047 – “PLANNED DEVELOPMENTS”
OF THE CITY CODE

WHEREAS, The City of Lake Forest is a home rule, special charter municipal corporation; and

WHEREAS, from time to time it is appropriate to review, update and modify the City Code of Lake Forest (the “**City Code**”) to assure that it appropriately reflects current practices and trends, is clear, and addresses new issues that may arise; and

WHEREAS, at the direction of the City Council, the Plan Commission reviewed Chapter 159.047 of the City Code; and

WHEREAS, the Plan Commission conducted a public hearing on the proposed amendments to Chapter 159.047 on January 11, 2017 and, after deliberation, forwarded a recommendation to the City Council in support of amendments to said Chapter; and

WHEREAS, the Mayor and City Council, having considered the recommendation of the Plan Commission, has determined that adopting this Ordinance and amending Chapter 159.047 of the City Code relating to the Plan Commission hereinafter set forth, will be in the best interests of the City and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION ONE: **Recitals.** The foregoing recitals are hereby adopted by this reference as the findings of the City Council and are hereby incorporated into this Section as if fully set forth.

SECTION TWO: **Amendment to Chapter 159.047.** Chapter 159.047, entitled “Planned Developments,” of the City Code is hereby amended as follows:

(a) Chapter 159.047 is hereby amended in part and shall hereafter be and read as reflected in Exhibit A which is attached hereto and made a part hereof.

SECTION THREE: Effective Date. This ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Passed this ____ day of ____, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this ____ day of ____, 2017

Mayor

ATTEST:

City Clerk

§ 159.047 PLANNED DEVELOPMENTS.

(A) *Purpose.*

(1) The regulations contained in this section are established to achieve one or more of the following amenities in a new development: 1) encourage imaginative design; 2) and to preservation of natural features such as floodplains, woodlands, wetlands, bluffs and ravines; and, also, 3) to provide open space; 4) for landscaped berms and buffers; 5) area, recreational facilities; 6) or stormwater retention facilities; 7) diverse housing types and housing types that are available only in limited supplies in the community; 8) housing that supports alternative modes of transportation through proximity to train stations, bicycle and pedestrian paths and similar facilities; 9) development that supports and brings vitality to the business districts; and 10) housing near community institutions or 11) such other amenities as the City Council may determine will serve the purposes of this section and be in the public interest. The standards contained in this section are intended to provide a development alternative to the zoning standards applicable to the underlying zoning for the property. To be eligible for approval, proposed developments must comply with all the provisions of this section, be in the public interest, be compatible with the character of the city and be in accord with the Comprehensive Plan of the city. A planned development shall be reviewed and evaluated for compliance with the statement of purpose and shall only be approved if, in the determination of the City Council, based on consideration of the findings and recommendation of the Plan Commission: 1) serve the purposes the proposed development meets the purposes stated in this paragraph/division (A); 2) comply with all applicable requirements of this section 159.047, including and the standards stated in the appropriate section of paragraph (A)(2), below; 3) be in the public interest; 4) be compatible with the character of the city; and 5) be in accord with the Comprehensive Plan of the city.

(2) Additionally, each of the individual types of planned ~~regulations~~ developments was created for the following purposes:

(a) *Planned preservation subdivision ~~development~~.* The planned preservation subdivision provisions, as set forth in § 159.048, permit creation of developments which preserve and protect architecturally significant homes and estates, ~~and~~ significant parts of the landscape heritage of the city or significant natural resources including, but not limited to, woodlands, prairies, wetlands, flood plains, and environmentally sensitive or significant open space. through the dedication of common open space and the use of innovative subdivision design techniques for single-family dwellings in residential districts; Notwithstanding anything in this section or section 159.048 to the contrary, the City Council may approve a planned preservation subdivision design that deviates from the generally applicable development standards of Chapters 156 and 159 of the city code (including, but not limited to, standards pertaining to the size, shape, and number of lots; density; setbacks; and building areas) if the City Council determines that such design will serve one or more of the purposes described in this paragraph.

(b) *Planned ~~apartment~~ multi-family development.* The planned ~~apartment~~ multi-family development provisions are established to provide a safe and desirable living environment characterized by a unified building and site development plan, to preserve

natural features of the site, ~~and~~ to provide adequate open space for passive recreation and other outdoor living purposes and to offer diverse housing within walking distance of restaurants, stores and services. ~~and~~

(c) *Planned business development.* The planned business development provisions are established to provide opportunities to strengthen the economic viability and ~~to~~ enhance the aesthetic qualities of the ~~Central Business District~~ business districts through the promotion of larger scale (rather than parcel by parcel) developments of a unified design, which may include shared parking and other amenities. Such developments are intended to provide economic benefit to the community, property owners, and businesses, including by encouraging investment in the community and ~~to providing goods and services to support the overall welfare of the community.~~ increase the total value of business property for the benefit of the owner and the community.

(B) *Design standards.* The design standards and definitions set forth in §§ 156.002 and 156.070 through ~~156.079~~ 156.080 of the subdivision regulations shall be applicable to all planned residential developments, unless otherwise approved by the City Council

(C) *Planned ~~apartment~~ Multi-Family development.*

(1) *Permissible zones.* A planned ~~Apartment~~ Multi-Family Development shall be permitted only in the GR-4, GR-3, GR-2 and GR-1 General Residence Districts and in the O-1, Office District.

(2) *Site standards - General. Planned multi-family developments shall:*

(a) ~~A planned apartment development shall be p~~ Be permitted on zoning lots the minimum size of which are in accordance with the provisions of each district.

(b) ~~A planned apartment development shall b~~ Be served by public water supply and be connected to the public sanitary sewer system.

(c) ~~The site for any planned apartment development shall h~~ ave adequate public street frontage to construct the necessary road or ~~reads~~ roads needed to ~~se~~ reserve such development.

(3) *Development standards - Specific.*

(a) Except as otherwise provided herein, the maximum number of dwelling units permitted shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the district or districts in which the development is located. Net development area shall be determined by subtracting from the gross development area the area set aside for nonresidential uses and the area devoted to public or private streets or roads. The area of land set aside for common open space or recreational use and off-street parking may be included in determining the number of dwelling units permitted.

(b) The land area covered by the main building or buildings shall not exceed 30% of the net development area.

(c) Along the periphery, ~~of the planned apartment development,~~ yards shall be provided as required by the regulations of the district in which such development is located; provided, however, that such requirement might be modified on a showing by the applicant of a more workable or compatible arrangement.

(d) The spacing between principle buildings shall be at least equivalent to such spacing as would be required between buildings similarly developed under the terms of this chapter on separate zoning lots.

(e) Upon recommendation of the Plan Commission and approval by the City Council the lot area provided for each dwelling unit may be reduced to 2,650 square feet in the GR-2 District.

(f) Upon recommendation of the Plan Commission and approval by the City Council the lot area provided for each dwelling unit may be reduced to 1,700 square feet in the GR-1 District if underground parking is provided for at least 75% of all parking on the site.

(4) *Open space regulations and maintenance.* In planned ~~apartment~~multi-family developments, where ownership rests with those who reside within the development, the developers shall prepare and file with the ~~City, for review by the City Attorney, Plan Commission, as companion documents with the proposed planned apartment development plan,~~ documents establishing a homeowner's association composed of all future owners of the development with the responsibility of continuously regulating ~~the~~and maintaining all open space and other common elements of the development.

(5) *Required plans, plats and procedures.*

(a) Any applicant for a planned ~~apartment~~multi-family development under these regulations shall file with the ~~Plan Commission~~Community Development Department, an application, including the following information:

1. A statement describing the general character or the intended development together with such pertinent information as may be necessary to determine ~~that whether~~ the contemplated development conforms to the requirements of this section and the general and specific standards established herein;

2. A site plan indicating the arrangement and tentative location of buildings, uses permitted, land to be preserved as permanent common open space, parking and loading spaces and other special features of the development plan;

3. A draft of the proposed protective covenants whereby the owner proposes to regulate land use and otherwise protect the development;

4. A draft of any proposed incorporation agreement and a draft of any bylaws or easement declaration concerning maintenance of open space and other common facilities;

5. Architectural elevation and perspective drawings of all proposed structures and improvements;

6. A development schedule indicating:

a. The approximate date when construction of the project can be expected to begin;

b. The stages in which the project will be built and the approximate dates when construction of each stage can be expected to begin;

c. The anticipated rate of development;

d. The approximate dates when development of each of the stages will be completed; and

e. The area and location of common open space that will be provided at each stage.

7. A landscaping plan including a comprehensive drainage plan;

8. A statement of proposed financing and financial assurance acceptable to the ~~Plan Commission and~~ City Council, in consultation with the City Attorney guaranteeing that once any stage of a development is started it will be completed; and

9. A tentative plat of subdivision prepared in accordance with all provisions of Chapter 156 of this city code.

(ba) The planned ~~apartment~~multi-family development shall be examined and evaluated by the Plan Commission in terms of the statement of purpose contained herein, and may be recommended for approval only after a determination has been made that the proposed development does in fact serve such purpose.

(eb) No planned ~~apartment~~multi-family development shall be recommended by the Plan Commission for approval by the City Council unless such complies with all of the other standards provided in Chapter 156 of this city code unless a variance is specifically recommended.

(D) *Planned business development.*

(1) *Permissible zones.* A planned business development shall be permitted only in the B-1, Neighborhood Business District; B-2, Community Business District, B-3, Traditional Business District; or B-4, Preservation Business District.

(2) *Site standards.* A planned business development shall be permitted only on zoning lots of 40,000 square feet or more.

(3) *Development standards.*

(a) In a planned business development, the total gross floor area shall not exceed three times the area of the zoning lot on which the planned business development is located.

(b) In a planned business development, the bulk requirements of the B-2 District applicable zoning district may be modified in accordance with a comprehensive site development plan.

(c) In a planned business development, if 75% or more of all on site off-street parking is located underground or in a basement substantially screened from view from the outside, the total gross floor area specified in division (D)(~~13~~)(a) above, may be increased by 15%.

(d) In a planned business development, if a 20-foot setback is provided along one or more streets on which the planned business development fronts, the total gross floor area specified in division (D)(~~13~~)(a) above, may be increased by 5% for each such street setback.

(e) In a planned business development, multiple-family dwellings may be permitted with a minimum zoning lot area per dwelling unit of 2,000 square feet. Additionally, the gross floor area a devoted to dwelling units shall not exceed the gross floor area devoted to business uses.

(4) *Required plans, plats and procedures.*

(a) Any applicant for a planned business development under these regulations shall file with the Plan Commission an application, including the following information:

1. A statement describing the general character of the intended development together with such pertinent information as may be necessary to determine ~~that whether~~ the contemplated development conforms to the requirements of this section and the general and specific standards established herein;

2. A site plan indicating the arrangement and tentative location of buildings, uses permitted, open space and landscaped areas, pedestrian walkway areas, parking and loading spaces and facilities, and other special features of the development plan;
3. Architectural elevations and perspective drawings of all proposed structures and improvements;
4. A development schedule indicating:
 - a. The approximate date when construction of the project can be expected to begin;
 - b. The stages, if any, in which the project will be built and the approximate dates when construction of each stage can be expected to begin;
 - c. The anticipated rate of development; and
 - d. The approximate dates when development of each of the stages will be completed.
5. A landscape plan including a comprehensive drainage plan;
6. A statement of proposed financing and financial assurances acceptable to the ~~Plan Commission and~~ City Council in consultation with the City Attorney guaranteeing that once any stage of a development is started it will be completed; and
7. A tentative plat of subdivision prepared in accordance with all provisions of Chapter 156.
 - (ba) The planned business development shall be examined and evaluated by the Plan Commission in terms of the statement of purpose contained herein, and the Plan Commission may recommend such planned business development for approval by the City Council only after a determination has been made that the proposed development does in fact serve such purpose.
 - (eb) No planned business development shall be recommended by the Plan Commission for approval by the City Council unless such complies with all of the standards provided in Chapter 156 of the city code unless a variance is specifically recommended.

§ 159.047 PLANNED DEVELOPMENTS.

(A) *Purpose.*

(1) The regulations contained in this section are established to achieve one or more of the following amenities in a new development: 1) imaginative design; 2) preservation of natural features such as floodplains, woodlands, wetlands, bluffs and ravines; 3) open space; 4) landscaped berms and buffers; 5) recreational facilities; 6) stormwater retention facilities; 7) diverse housing types and housing types that are available only in limited supplies in the community; 8) housing that supports alternative modes of transportation through proximity to train stations, bicycle and pedestrian paths and similar facilities; 9) development that supports and brings vitality to the business districts; and 10) housing near community institutions or 11) such other amenities as the City Council may determine will serve the purposes of this section and be in the public interest. The standards contained in this section are intended to provide a development alternative to the zoning standards applicable to the underlying zoning for the property. To be eligible for approval, proposed developments must, in the determination of the City Council, based on consideration of the findings and recommendation of the Plan Commission: 1) serve the purposes stated in this paragraph (A); 2) comply with all applicable requirements of this section 159.047, including the standards stated in the appropriate section of paragraph (A)(2), below; 3) be in the public interest; 4) be compatible with the character of the city; and 5) be in accord with the Comprehensive Plan of the city.

(2) Additionally, each of the individual types of planned developments was created for the following purposes:

(a) *Planned preservation subdivision development.* The planned preservation subdivision provisions, as set forth in § 159.048, permit creation of developments which preserve and protect architecturally significant homes and estates, significant parts of the landscape heritage of the city or significant natural resources including, but not limited to, woodlands, prairies, wetlands, flood plains, and environmentally sensitive or significant open space, through the dedication of common open space and the use of innovative subdivision design techniques for single-family dwellings in residential districts. Notwithstanding anything in this section or section 159.048 to the contrary, the City Council may approve a planned preservation subdivision design that deviates from the generally applicable development standards of Chapters 156 and 159 of the city code (including, but not limited to, standards pertaining to the size, shape, and number of lots; density; setbacks; and building areas) if the City Council determines that such design will serve one or more of the purposes described in this paragraph.

(b) *Planned multi-family development.* The planned multi-family development provisions are established to provide a safe and desirable living environment characterized by a unified building and site development plan, to preserve natural features of the site, to provide adequate open space for passive recreation and other outdoor living purposes and to offer diverse housing within walking distance of restaurants, stores and services.

(c) *Planned business development.* The planned business development provisions are established to provide opportunities to strengthen the economic viability and enhance the aesthetic qualities of the business districts through the promotion of larger scale

(rather than parcel by parcel) developments of a unified design, which may include shared parking and other amenities. Such developments are intended to provide economic benefit to the community, property owners, and businesses, including by encouraging investment in the community and providing goods and services to support the overall welfare of the community.

(B) *Design standards.* The design standards and definitions set forth in §§ 156.002 and 156.070 through 156.080 of the subdivision regulations shall be applicable to all planned residential developments, unless otherwise approved by the City Council

(C) *Planned Multi-Family development.*

(1) *Permissible zones.* A planned Multi-Family Development shall be permitted only in the GR-4, GR-3, GR-2 and GR-1 General Residence Districts and in the O-1, Office District.

(2) *Site standards - General.* *Planned multi-family developments shall:*

(a) Be permitted on zoning lots the minimum size of which are in accordance with the provisions of each district.

(b) Be served by public water supply and be connected to the public sanitary sewer system.

(c) Have adequate public street frontage to construct the necessary road or roads needed to serve such development.

(3) *Development standards – Specific.*

(a) Except as otherwise provided herein, the maximum number of dwelling units permitted shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the district or districts in which the development is located. Net development area shall be determined by subtracting from the gross development area the area set aside for nonresidential uses and the area devoted to public or private streets or roads. The area of land set aside for common open space or recreational use and off-street parking may be included in determining the number of dwelling units permitted.

(b) The land area covered by the main building or buildings shall not exceed 30% of the net development area.

(c) Along the periphery, yards shall be provided as required by the regulations of the district in which such development is located; provided, however, that such requirement might be modified on a showing by the applicant of a more workable or compatible arrangement.

(d) The spacing between principle buildings shall be at least equivalent to such spacing as would be required between buildings similarly developed under the terms of this chapter on separate zoning lots.

(e) Upon recommendation of the Plan Commission and approval by the City Council the lot area provided for each dwelling unit may be reduced to 2,650 square feet in the GR-2 District.

(f) Upon recommendation of the Plan Commission and approval by the City Council the lot area provided for each dwelling unit may be reduced to 1,700 square feet in the GR-1 District if underground parking is provided for at least 75% of all parking on the site.

(4) *Open space regulations and maintenance.* In planned multi-family developments, where ownership rests with those who reside within the development, the developers shall prepare and file with the City, for review by the City Attorney, documents establishing a homeowner's association composed of all future owners of the development with

the responsibility of continuously regulating and maintaining all open space and other common elements of the development.

(5) *Required plans, plats and procedures.*

(a) Any applicant for a planned multi-family development under these regulations shall file with the Community Development Department, an application including the following information:

1. A statement describing the general character or the intended development together with such pertinent information as may be necessary to determine whether the contemplated development conforms to the requirements of this section and the general and specific standards established herein;
2. A site plan indicating the arrangement and tentative location of buildings, uses permitted, land to be preserved as permanent common open space, parking and loading spaces and other special features of the development plan;
3. A draft of the proposed protective covenants whereby the owner proposes to regulate land use and otherwise protect the development;
4. A draft of any proposed incorporation agreement and a draft of any bylaws or easement declaration concerning maintenance of open space and other common facilities;
5. Architectural elevation and perspective drawings of all proposed structures and improvements;
6. A development schedule indicating:
 - a. The approximate date when construction of the project can be expected to begin;
 - b. The stages in which the project will be built and the approximate dates when construction of each stage can be expected to begin;
 - c. The anticipated rate of development;
 - d. The approximate dates when development of each of the stages will be completed; and
 - e. The area and location of common open space that will be provided at each stage.
7. A landscaping plan including a comprehensive drainage plan;
8. A statement of proposed financing and financial assurance acceptable to the City Council, in consultation with the City Attorney guaranteeing that once any stage of a development is started it will be completed; and
9. A tentative plat of subdivision prepared in accordance with all provisions of Chapter 156 of this city code.

(a) The planned multi-family development shall be examined and evaluated by the Plan Commission in terms of the statement of purpose contained herein, and may be recommended for approval only after a determination has been made that the proposed development does in fact serve such purpose.

(b) No planned multi-family development shall be recommended by the Plan Commission for approval by the City Council unless such complies with all of the other standards provided in Chapter 156 of this city code unless a variance is specifically recommended.

(D) *Planned business development.*

(1) *Permissible zones.* A planned business development shall be permitted only in the B-1, Neighborhood Business District; B-2, Community Business District, B-3, Traditional Business District; or B-4, Preservation Business District.

(2) *Site standards.* A planned business development shall be permitted only on zoning lots of 40,000 square feet or more.

(3) *Development standards.*

(a) In a planned business development, the total gross floor area shall not exceed three times the area of the zoning lot on which the planned business development is located.

(b) In a planned business development, the bulk requirements of the applicable zoning district may be modified in accordance with a comprehensive site development plan.

(c) In a planned business development, if 75% or more of all on site off-street parking is located underground or in a basement substantially screened from view from the outside, the total gross floor area specified in division (D)(3)(a) above, may be increased by 15%.

(d) In a planned business development, if a 20-foot setback is provided along one or more streets on which the planned business development fronts, the total gross floor area specified in division (D)(3)(a) above, may be increased by 5% for each such street setback.

(e) In a planned business development, multiple-family dwellings may be permitted with a minimum zoning lot area per dwelling unit of 2,000 square feet. Additionally, the gross floor area devoted to dwelling units shall not exceed the gross floor area devoted to business uses.

(4) *Required plans, plats and procedures.*

(a) Any applicant for a planned business development under these regulations shall file with the Plan Commission an application, including the following information:

1. A statement describing the general character of the intended development together with such pertinent information as may be necessary to determine whether the contemplated development conforms to the requirements of this section and the general and specific standards established herein;
2. A site plan indicating the arrangement and tentative location of buildings, uses permitted, open space and landscaped areas, pedestrian walkway areas, parking and loading spaces and facilities, and other special features of the development plan;
3. Architectural elevations and perspective drawings of all proposed structures and improvements;
4. A development schedule indicating:
 - a. The approximate date when construction of the project can be expected to begin;
 - b. The stages, if any, in which the project will be built and the approximate dates when construction of each stage can be expected to begin;
 - c. The anticipated rate of development; and
 - d. The approximate dates when development of each of the stages will be completed.

5. A landscape plan including a comprehensive drainage plan;
6. A statement of proposed financing and financial assurances acceptable to the City Council in consultation with the City Attorney guaranteeing that once any stage of a development is started it will be completed; and
7. A tentative plat of subdivision prepared in accordance with all provisions of Chapter 156.
 - (a) The planned business development shall be examined and evaluated by the Plan Commission in terms of the statement of purpose contained herein, and the Plan Commission may recommend such planned business development for approval by the City Council only after a determination has been made that the proposed development does in fact serve such purpose.
 - (b) No planned business development shall be recommended by the Plan Commission for approval by the City Council unless such complies with all of the standards provided in Chapter 156 of the city code unless a variance is specifically recommended.