

THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA

****Tuesday, February 20, 2018 at 6:30 pm**

City Hall Council Chambers

Honorable Mayor, Robert Lansing

Prudence R. Beidler, Alderman First Ward

James E. Morris, Alderman First Ward

Timothy Newman, Alderman Second Ward

Melanie Rummel, Alderman Second Ward

Stanford Tack, Alderman Third Ward

Jack Reisenberg, Alderman Third Ward

Michelle Moreno, Alderman Fourth Ward

Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

2. COMMENTS BY CITY MANAGER

3. COMMENTS BY COUNCIL MEMBERS

A. Report from Special Counsel regarding Practices and Procedures

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the February 5, 2018 City Council Meeting Minutes

A copy of the minutes can be found on **page 6**.

COUNCIL ACTION: Approval of the Minutes

2. Authorization to Transfer Donation for improvements at Deerpath Golf Course to the Friends of Lake Forest Parks and Recreation

STAFF CONTACT: *Sally Swarthout, Director Parks, Recreation, and Forestry (847-810-3942)*

PURPOSE AND ACTION REQUESTED: Approval of Nancy Hughes's donation being treated as a gift made to the City in trust for the Friends of Lake Forest Parks and Recreation Foundation in connection with its activities relating to the enhancements at Deerpath Golf Course; and

transfer of the gift to the Friends of Lake Forest Parks and Recreation Foundation for purposes undertaking its enhancement activities at Deerpath Golf Course.

BACKGROUND/DISCUSSION: In December, 2017 Nancy Hughes made a generous donation for the improvement of Deerpath Golf Course, stating she is proud to be part of the philanthropic spirit that exemplifies Lake Forest. The delivery of the gift in accordance with the pledge and Naming Agreement that she entered into with the City did not fully reflect her intention of advancing the private side of the public-private partnership between the City and the Friends of Lake Forest Parks and Recreation Foundation relating to the enhancement portion of the 2016 Deerpath Golf Course Master Plan. A letter to the Mayor and Council has been received requesting that City treat the donation as a gift in trust for the Foundation and that the gift be transferred to the Foundation for purposes of undertaking its enhancement activities at the golf course. The Transfer will take place approximately 10 days after approval.

Beginning on **page 12** of your packet you will find the letter from Nancy Hughes requesting the treatment of the gift and the transfer of funds.

COUNCIL ACTION: Approval of Nancy Hughes donation being treated as a gift made to the City in trust for the Friends of Lake Forest Parks and Recreation Foundation in connection with its activities relating to the enhancements at Deerpath Golf Course; and Authorization to transfer of the \$500,000 gift to the Friends of Lake Forest Parks and Recreation Foundation for purposes undertaking its enhancement activities at Deerpath Golf Course.

3. Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (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 Building Review Board is presented to the City Council for consideration as part of the Omnibus Agenda.

90 Woodland Road - The Building Review Board recommended approval of a two-story addition to the rear and east side of the existing residence, reconstruction and replication of the front porch, and construction of a detached garage. Three neighbors offered testimony in support of the petition and asked that careful attention be paid to drainage. The City Engineer will review the plans for the addition, extended driveway and new garage. (Board vote: 6-0, approved)

The Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 13**. 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 in accordance with the Building Review Board's recommendation.

4. Award of contract for The City of Lake Forest to Extend MPI Tree Pruning Services for Additional Tree Pruning in FY18.

STAFF CONTACT: Corey Wierema, City Forester/Forestry Supervisor, 810-3564

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council approval for the City of Lake Forest to extend the Municipal Partnership Initiative (MPI) Tree Pruning contract to include additional tree pruning in FY18, and enter into a contract with Advance Tree Care Inc.

BACKGROUND/DISCUSSION: On December 4, 2017, City Council approved the award of a contract for The City of Lake Forest to join the MPI Tree Pruning Services for 2017. The contractual work was completed in January by Advanced Tree Care, with a total of 1200 trees pruned citywide at a total cost of \$34,000.

Staff contacted Advanced Tree Care about additional pruning through the MPI program this year and they are available to prune an additional 400 trees for \$10,000. They are able to complete the work before March 30, 2018, as required for oak trees in the City code.

City staff has previously briefed the City Council on MPI, a program that takes advantage of economies of scale for securing low bid prices among neighboring municipalities which bid similar projects each year. This year, the City will be joining three other communities (Glenview, Highland Park and Kenilworth) to take part in the MPI Tree Pruning contract for 2017.

Tree pruning is one the most important components in maintaining a healthy urban forest. Pruning removes dead and/or competing branches to encourage healthy new growth and maturation. The process maximizes a tree's value and maintains it's numerous environmental and community benefits, among which are increased property values.

BUDGET/FISCAL IMPACT: The MPI Tree Pruning contract has been in place since 2015 and is renewable for three years with the option to renew for two additional one-year periods. If awarded, work on this project is expected to be completed by March 30, 2018. Forestry staff will provide daily oversight and quality control.

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Fund 220 Forestry Operations	\$10,000*	\$10,000	Y

* The total amount budgeted in FY18 for tree pruning was \$34,000, which was expended in the first contract with Advance Tree Care. The additional \$10,000 would be funded through savings in other areas of the Forestry Sections operating budget.

COUNCIL ACTION: Award of contract for The City of Lake Forest to Extend MPI Tree Pruning Services for Additional Tree Pruning in FY18.

COUNCIL ACTION: Approval of the four (4) Omnibus items as presented

6. ORDINANCES

7. NEW BUSINESS

1. Approval of a Resolution Reauthorizing Membership in the Lake County Major Crime Task Force

PRESENTED BY: *Karl Walldorf, Chief of Police (847.810.3803)*

PURPOSE AND ACTION REQUESTED: Staff requests City Council to consider a resolution reauthorizing membership in the Lake County Major Crime Task Force. A copy of the Resolution and contract and background material can be found beginning on **page 23**.

BACKGROUND/DISCUSSION: In 1991, Lake Forest and several other Lake County municipalities founded the Lake County Major Crime Task Force. Since that time, the Task Force has provided high level investigation and law enforcement services cooperatively between Lake County municipalities, the Lake County State's Attorney's office, and the Illinois State Police, on more than one-hundred investigations throughout Lake County. Currently 35 of 36 law enforcement agencies in Lake County are members of the Task Force.

In 2017, a working group of Lake County City Managers and Chiefs of Police collaborated with the law firm of Ancel Glink with input from insurance industry experts to revise the Task Force's Contract and Bylaws, which had previously been updated only once since their original passage in 1991. In particular, the new Contract and Bylaws authorize the Task Force to purchase insurance which, in the event of civil litigation, will allow for more unified defense among member communities than was previously possible.

COUNCIL ACTION: Approval of a Resolution Reauthorizing Membership in the Lake County Major Crime Task Force

8. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

EXECUTIVE SESSION

1. EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (1), The City Council will be discussing personnel, 5 ILCS 120/2 (c), (11), The City Council will be discussing Threatened Litigation and 5 ILCS 120/2 (c) (6) The City Council will be discussing Land Disposition.

Adjournment into Executive Session

RECONVENE INTO REGULAR SESSION

9. ADJOURNMENT

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 City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, February 5, 2018
City Council Meeting - City Council Chambers

CALL TO ORDER AND ROLL CALL: Honorable Mayor Lansing called the meeting to order immediately following the Finance Committee Meeting at 6:31pm, and the City Clerk, Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Lansing, Alderman Newman, Alderman Rummel, Alderman Tack, Alderman Reisenberg, Alderman Moreno and Alderman Buschmann.

Absent: Alderman Beidler and Alderman Morris

Also present were: Robert Kiely, Jr., City Manager; Robert Pickrell, City Attorney; Catherine Czerniak, Director of Community Development; Elizabeth Holleb, Director of Finance; Michael Thomas, Director of Public Works; Pete Siebert, Fire Chief; Sally Swarthout, Director of Parks & Recreation; Susan Banks, Communication Manager; Karl Walldorf, Chief of Police; DeSha Kalmar, Director of Human Resources; Mike Strong, Assistant to the City Manager, along with other members of City Staff.

There were approximately 20 persons present in the Council Chamber.

CALL TO ORDER AND ROLL CALL 6:31pm

PLEDGE OF ALLEGIANCE was recited by all those present in the Chamber.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Lansing reported that the ribbon cutting ceremony for the Northwestern Medicine Lake Forest Hospital will take place on Monday, February 12, 2018. Mayor Lansing stated that the new Hospital is a wonderful addition to the community.

COMMENTS BY CITY MANAGER

City Manager Robert Kiely reminded the City Council and community that the City has moved into Phase II of the Salting Program. The City will continue removing snow but will limit salting to hills, curves and intersections, and will fully salt if conditions require it.

A. A Peak Under the Dome (Tarp)- An Update from the Lake Forest Library
-Catherine Lemmer, Library Director and Todd Puch, Library Board President

City Manager Robert Kiely introduced Catherine Lemmer, Library Director, to talk about a very important asset in the community and the structural issues that it is having. She gave an overview of the history of the Library, its builder, its previous renovation history and the challenges of repairs, the most prominent being the leaded copper dome. Ms. Lemmer stated that in response to community survey, the Library Board created a Strategic Plan, identifying goals. One of the goals was to be proactive to the building needs instead of reactive. The Library Board has issued an RFQ (request for qualifications) to address the dome's repair needs, and of the respondents, five firms are in the process of being interviewed.

The City Council had discussion on the Library Budget, Library Capital Asset Plan, building maintenance, long term modernization and timeline. Ms. Lemmer stated that the Library Board is looking forward to a report

as a result of the RFQs that should be available by mid to end of summer that will determine the best opportunity for the project.

COMMENTS BY CITY COUNCIL MEMBERS

Alderman Reisenberg provided the Council with an update on the actions that have occurred regarding the investigation of the lobbying expenditures for the pedestrian underpass and Amtrak stop at the Everett/Telegraph Road Train Station. Last month, Alderman Morris announced a number of new internal controls designed to strengthen the City financial management processes. Additionally, the City Council retained Ms. Jeter to perform an independent investigation of the matter. Over the course of the past few weeks, Ms. Jeter has collected and reviewed relevant data as well as interviewed City Staff, elected officials and others possessing pertinent information. In Executive Session tonight, it is expected that Ms. Jeter will present a preliminary report to the City Council. Alderman Reisenberg encouraged anyone with information to speak to Ms. Jeter, drop off information for her at City Hall or request her contact information from City staff. Alderman Reisenberg said it is expected that Ms. Jeter will present her report final at the February 20, 2018 City Council Meeting. He again thanked the residents for their time and patience and ensured a thorough, independent review of all pertinent information.

Alderman Buschmann offered comments relating to the January 16 City Council meeting and he thanked Alderman Moreno for reading his comments at the meeting where he was absent. He also commented on West Lake Forest rail issues. The City Council had a lengthy discussion on the topic, including adding the topic as an agenda item to strategize on what possible reactions the City may have to the Environmental Assessment (EA) once it is released in the Spring of 2018. The City Council had discussion about engaging legal counsel or environmental experts on the topic. At the end of the discussion, consensus was to be open minded and to wait for the EA so the City has a direction to place its efforts through the process.

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

The following persons offered their opinions to the City Council:

1. Richard Tucker, 1421 Arbor Lane, Lake Forest
2. Mary O'Donnell, 1184 Lynette, Lake Forest

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. **Approval of the January 16, 2018 City Council Meeting Minutes**
2. **Check register for period of January 6- 26, 2018 this item was taken separately**
3. **Approval to extend the City's Office Supplies Contract**
4. **Approval of a Resolution Adopting a Policy Prohibiting Sexual Harassment for The City of Lake Forest**
5. **Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**
6. **Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission. (First Reading and if Desired by the City Council, Final Approval)**
7. **Award of Bid for the Replacement of Two Public Works Track Loaders Included in the F.Y. 2019 Capital Equipment Budget**

8. Award of Bid for the Purchase of a Compact Loader for the Forestry Section Included in the F.Y. 2019 Capital Equipment Budget

9. Capital Award of Bid for the Replacement of Three Marked Police Vehicles Included in the FY2019 Capital Equipment Budget

COUNCIL ACTION: Approval of the nine (9) Omnibus items as presented

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. Alderman Rummel requested that the Check Register be removed for discussion.

Mayor Lansing asked for a voice vote to remove item # 2 and take it separately. Alderman Rummel made a motion to remove the item, seconded by Alderman Moreno. Motion carried unanimously by voice vote.

Mayor Lansing again asked if there were any members who would like any other item removed. Seeing none, Mayor Lansing asked for a motion to approve the eight (8) Omnibus items as presented.

Alderman Moreno made a motion to approve the eight (8) Omnibus items as presented, seconded by Alderman Newman. The following voted "Aye": Aldermen Newman, Rummel, Tack, Reisenberg, Moreno and Buschmann. The following voted "Nay": None. 6- Ayes, 0 Nays, motion carried.

Mayor Lansing opened discussion on the check register. Elizabeth Holleb, Finance Director clarified the summary of the register and what invoices made up the totals and stated that the invoices are approved by the Finance Committee Chair and brought to the agenda in summary, for ratification.

1. Check register for period of January 6- 26, 2018

Fund	Invoice	Payroll	Total
General	439,541	1,129,815	1,569,356
Water & Sewer	53,165	133,788	186,953
Parks & Recreation	69,926	286,636	356,562
Capital Improvements	149,091	0	149,091
Motor Fuel Tax	0	0	0
Cemetery	5,445	19,464	24,910
Senior Resources	12,408	20,078	32,486
Deerpath Golf Course	13,594	1,997	15,591
Fleet	59,133	43,228	102,361
Debt Funds	0	0	0
Housing Trust	0	0	0
Park & Public Land	0	0	0
All other Funds	1,568,363	155,031	1,723,395
	\$2,370,667	\$1,790,037	\$4,160,703

Mayor Lansing encouraged the Alderman to contact the person listed on the agenda for questions and asked for a motion to approve the check register for period January 6-26, 2018.

Alderman Reisenberg made a motion to approve the check register for period January 6-26, 2018, seconded by Alderman Newman. The following voted "Aye": Aldermen Newman, Rummel, Tack, Reisenberg, Moreno and Buschmann. The following voted "Nay": None. 6- 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

NEW BUSINESS

1. Consideration of a Resolution Approving and Authorizing the City Manager to finalize and execute the Friends of Lake Forest Parks and Recreation Foundation Demonstration Project Agreement

Alderman Tim Newman, who serves on the Golf Fundraising Committee, reported that in an effort to complete the scope of the Pending Project, the City has explored a public-private partnership with the Foundation to assist in raising additional funds necessary to complete the enhancement amenities. While the Pending Project is the City's top priority, the Foundation has expressed interest in continuing the development of other certain elements of the Master Enhancement Plan outside of the scope of the City's defined work including the installation of a halfway house/comfort station, cart barn, driving range expansion, new short game practice area, and the additional greens and approaches drainage.

He then introduced Sally Swarthout, Director Parks, Recreation, and Forestry. She stated the estimated cost of the Demonstration Project is \$2 million and the Foundation is the designated steward for these dollars. In an effort to forward the Foundation's mission to assist with the development of Parks and Recreation programs and facilities in addition to providing a philanthropic vehicle to encourage enriching capital improvements for Parks and Recreation, the City and the Foundation are proposing to engage in a formal partnership to complete these enhancements. Ms. Swarthout added that some examples of capital improvements to facilities already completed by the Foundation can be seen at Deerpath Park, Waveland Park, and Everett Park.

Ms. Swarthout reported to formalize this arrangement, an agreement has been prepared that is similar to other public-private cost-sharing agreements. As proposed, the City will be responsible for its portion of the pending project and the Foundation will manage and fund the Demonstration Project enhancement amenities. In all cases and since improvements will become public assets, City staff will review and approve all applicable plans and specifications prior to commencement of any work.

The City Council had discussion on language in the agreement and made recommendations. Mayor Lansing asked if there was anyone from the public who would like to comment on the topic. Seeing none, he asked for a motion.

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

- 1. Approval of the Agreement in substantially the form attached as Exhibit 1 to the Resolution; and**
- 2. Authorize and direct the City Manager, in consultation with the City Attorney, to finalize the terms and exhibits to the Agreement; and**
- 3. Authorize and direct the Mayor to execute the Agreement on behalf of the City, consistent with the terms of this Resolution**

Alderman Rummel made a motion to approve agreement in substantially the form attached as Exhibit 1 to the Resolution; and authorize and direct the City Manager, in consultation with the City Attorney, to finalize the terms and exhibits to the agreement *including recommendations from the City Council*; and authorize and direct the Mayor to execute the agreement on behalf of the City, consistent with the terms of this

Resolution, seconded by Alderman Newman. The following voted "Aye": Aldermen Newman, Rummel, Tack, Reisenberg, Moreno and Buschmann. The following voted "Nay": None. 6- Ayes, 0 Nays, motion carried.

2. Consideration of a Professional Services Contract to Provide Consulting Services Related to Evaluation of Financial Incentive Requests for Prospective Hotels in the Route 60 Corridor.

Catherine J. Czerniak, Director of Community Development reported that Council action is requested to authorize the City Attorney to engage CBRE, Inc. to assist the City in some financial analysis. She stated that the City has previously worked with Michael Tobin, who provided financial services and analysis to the City during the negotiations with Focus Development on the sale of the Laurel and Western Avenue property.

In this instance, CBRE, Inc. is being asked to analyze one or more perspective requests for incentives to support a hotel development in the Route 60 corridor. The City is expecting two proposed hotel developments to come forward for discussion. Mr. Tobin brings in the expertise that City doesn't have at Staff level, he will make sure that the City receives appropriate information and that the City is asking the right questions, that the City do an analysis and that both long and short term benefits for the City and evaluate if any incentives are appropriate. Ms. Czerniak reported that many other municipalities do offer incentives to hotels that have developed in their communities.

She stated that the contractual arrangement would assure developers that the confidentiality of the information shared to allow a full evaluation of the request for incentives would be protected. Council consideration and action on any proposed incentive package would occur in public session with the benefit of the consultant's analysis and recommendation.

The City Council had discussion on payment to CBRE, INC, through the City Attorney as a mechanism to preserve attorney client privilege allowing the developers to provide full information and have it remain confidential, putting this item out to bid, City Manager Robert Kiely clarified that this is considered Professional Services, and under Illinois law is not required to go out to bid. However, the City had previously gone out to bid for such services for the Property and Public Land Committee for Laurel Ave. and as a result has previous experience with Mr. Tobin on the Laurel Ave project, other discussion included rate of pay/price and the possibility of bringing in other firms and full market engagement by practitioners.

Mayor Lansing asked if there was anyone from the public who would like to comment. Seeing none, he asked for a motion.

COUNCIL ACTION: Authorize the City Attorney to engage CBRE, Inc. on behalf of the City for an amount not to exceed \$30,000 and approve payment of costs related to this engagement to Filippini Law Firm.

Alderman Reisenberg made a motion to authorize the City Attorney to engage CBRE, Inc. on behalf of the City for an amount not to exceed \$30,000 and approve payment of costs related to this engagement to Filippini Law Firm, seconded by Alderman Newman. The following voted "Aye": Aldermen Newman, Rummel, Tack, Reisenberg, and Moreno. The following voted "Nay": Alderman Rummel. The following Abstained: Alderman Buschmann. 4- Ayes, 1- Nay, 1- Abstention. Motion carried.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION
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Alderman Reisenberg addressed Ms. O'Donnell's statement related to open mindedness.

EXECUTIVE SESSION

1. **EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (1), The City Council will be discussing personnel.**

Adjournment into Executive Session

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

Mayor Lansing asked for a motion to adjourn into executive session.

2. **EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (1), The City Council will be discussing personnel.**

Alderman Reisenberg made a motion to adjourn into EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (1), The City Council will be discussing personnel, seconded by Alderman Newman. The following voted "Aye": Aldermen Newman, Rummel, Tack, Reisenberg, Moreno and Buschmann. The following voted "Nay": None. 6- Ayes, 0 Nays, motion carried.

Mayor Lansing noted there will be no further business following executive session.

Adjournment into Executive Session at 10:41 pm

RECONVENE INTO REGULAR SESSION at 11:59 pm

ADJOURNMENT

There being no further business. Alderman Moreno made a motion to adjourn, seconded by Alderman Beidler. Motion carried unanimously by voice vote at 11:59 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.

**NANCY HUGHES
745 E. WOODLAND ROAD
LAKE FOREST, IL 60045**

January 31, 2018

The Honorable Mayor Robert T.E. Lansing and
Members of the City Council
The City of Lake Forest
220 East Deerpath
Lake Forest IL 60045

Re: Golf Course Donation

Dear Mayor Lansing and Members of the City Council:

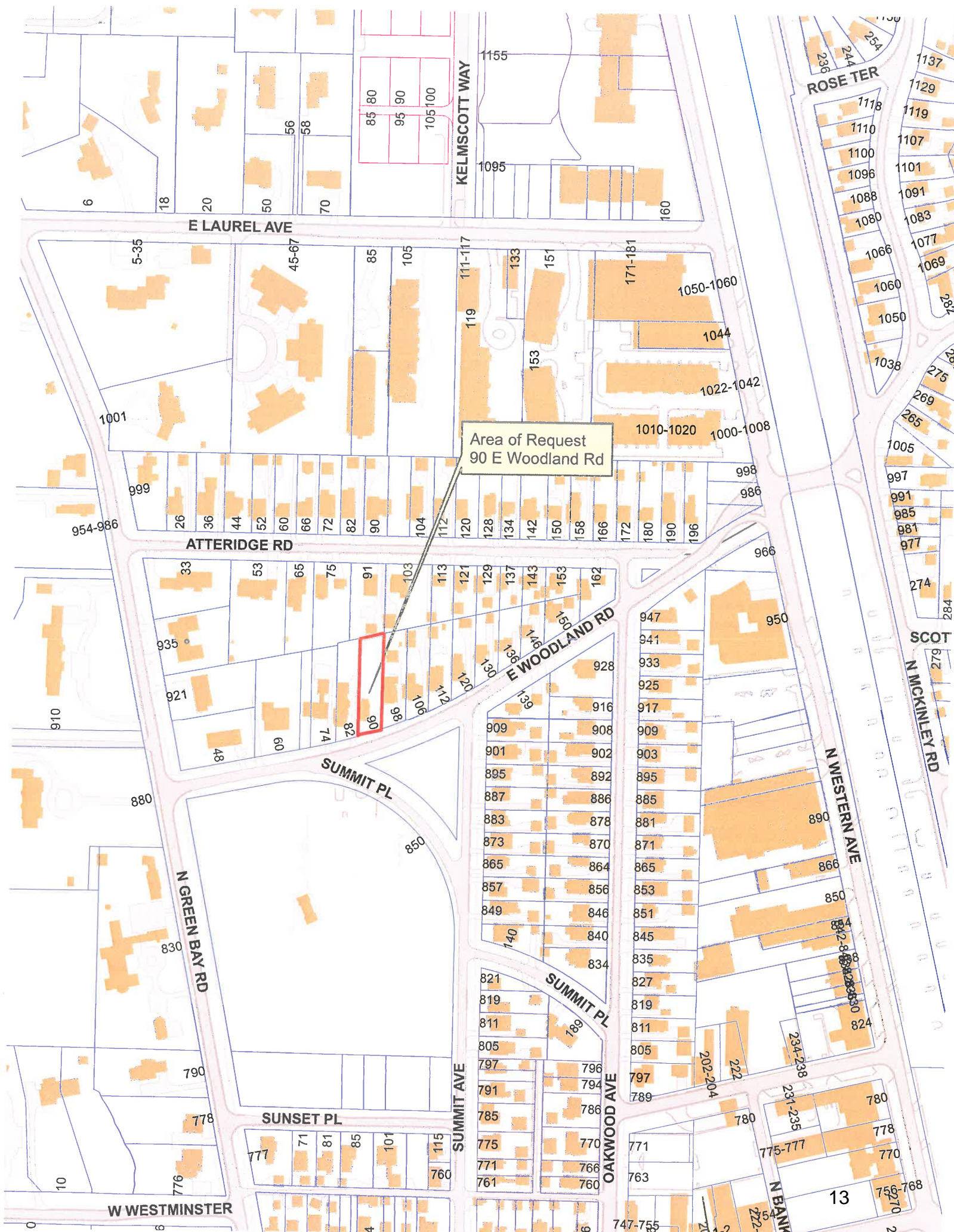
I am writing regarding my recent gift for the improvement of Deerpath Golf Course and the "Pledge and Naming Agreement" that I entered into with the City. As you know, it is my honor and pleasure to contribute to the Lake Forest community and to be a part of the philanthropic spirit that so exemplifies Lake Forest. When I was contacted about the public-private partnership that the City and the Friends of the Lake Forest Parks & Recreation Foundation were forging for the enhancement of Deerpath, I immediately recognized an excellent project and agreed to make a donation.

Unfortunately, when I delivered my gift for Deerpath in accordance with the Agreement, it did not fully reflect our mutual intentions of advancing the private side of the public-private partnership for Deerpath. As such, I ask the City (i) to treat my gift as having been made to the City in trust for the Foundation in connection with its activities relating to enhancements at Deerpath, and (ii) to transfer the Gift to the Foundation for purposes of undertaking its enhancement activities at Deerpath.

Thank you again for letting me contribute to this wonderful effort.

Very truly yours,


Nancy Hughes



Area of Request
90 E Woodland Rd

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 90 WOODLAND ROAD

WHEREAS, Brian Norton ("**Owner**") is the owner of that certain real property commonly known as 90 Woodland Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-1, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to construct a two-story addition at the rear and east side of the residence, reconstruct and replicate the front porch and construct a detached garage ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owner submitted an application ("**Application**") to permit the construction of the Improvements and was required to present the Plans to the Building Review Board ("**BRB**") for its evaluation and recommendation; and

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on February 7, 2018; and

WHEREAS, the BRB, 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. the Property is located within the R-1, Single Family Residence District, under the City Code,

2. Owner proposes to construct the Improvements as depicted on the Plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

and recommended that the City Council approve the Application and the Plans, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Mayor and City Council, having considered Owner's Application to construct the Improvements on the Property, and the findings and recommendations of the BRB, have determined that it is in the best interests of the City and its residents to grant approval to the Application, 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 150.147 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three 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: Conditions on Approval. The approval granted pursuant to Section Two 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 buildings 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 Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner 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.

- F. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action – Board Recommendation, attached hereto.

SECTION FOUR: 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 Owner has 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 D 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.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2018.

Mayor

ATTEST:

City Clerk

The Plans

LOT 32

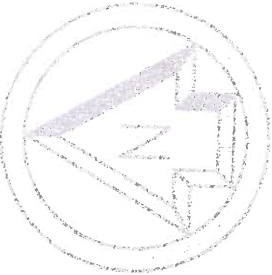
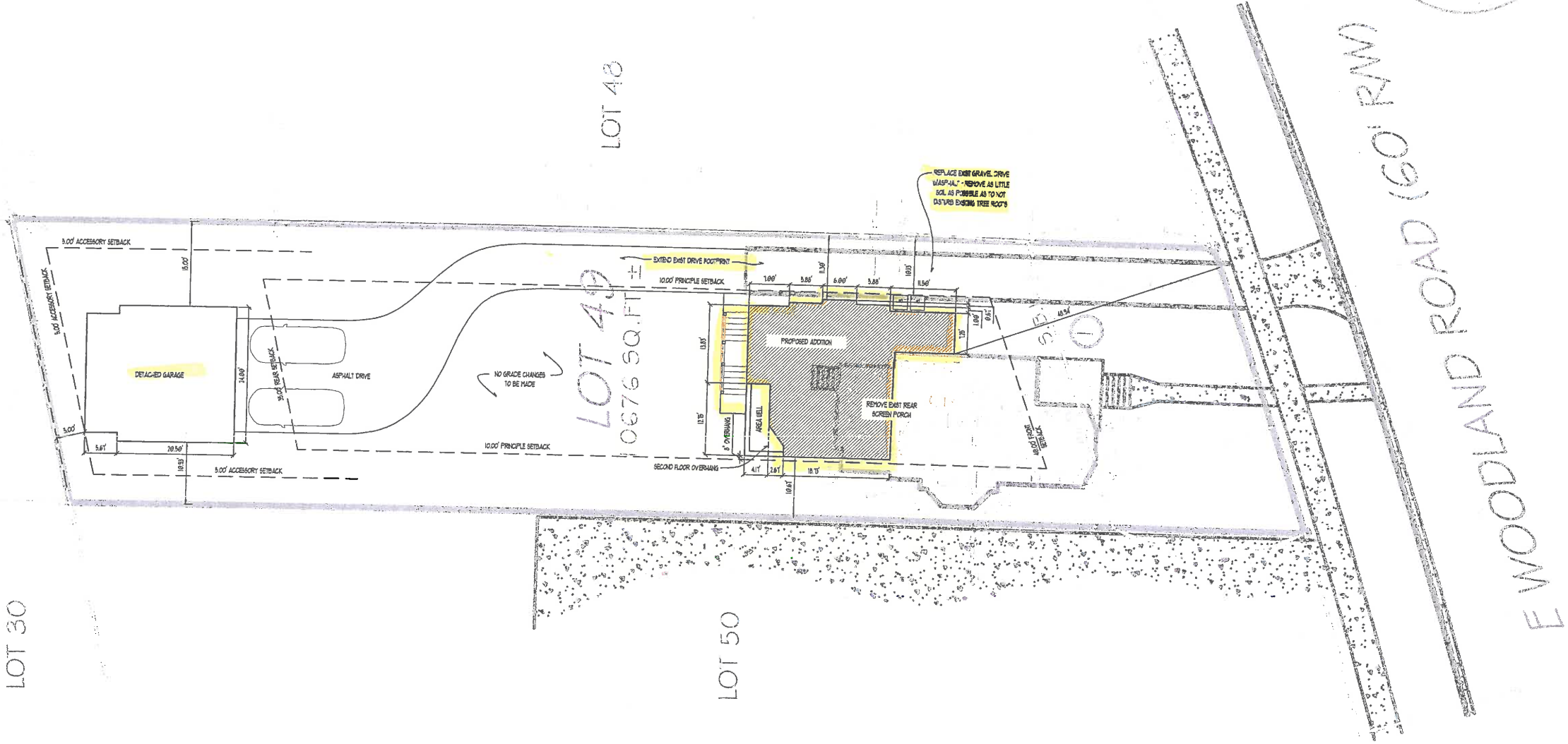
LOT 31

LOT 30

LOT 48

LOT 50

1 SITE PLAN
Scale 3/32" = 1' - 0"





GENSBURG • TONIOLO
HARTING
ARCHITECTS
105 Revere Drive Suite F2
Northbrook IL 60062
(Office) 847.715.9395
(Fax) 847.715.9392

PROPOSED ALTERATIONS TO:
90 E WOODLAND ROAD
LAKE FOREST, IL

NO.	DATE	ISSUE
1	10/25/11	PERMIT SET
2	1/10/13	BUILDING REVIEW BOARD

GTH NO. R11003	2
DRAWN JLH	18
CHECKED JAT	
DATE 1/31/2017	

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GROUP EXHIBIT B

The Plans

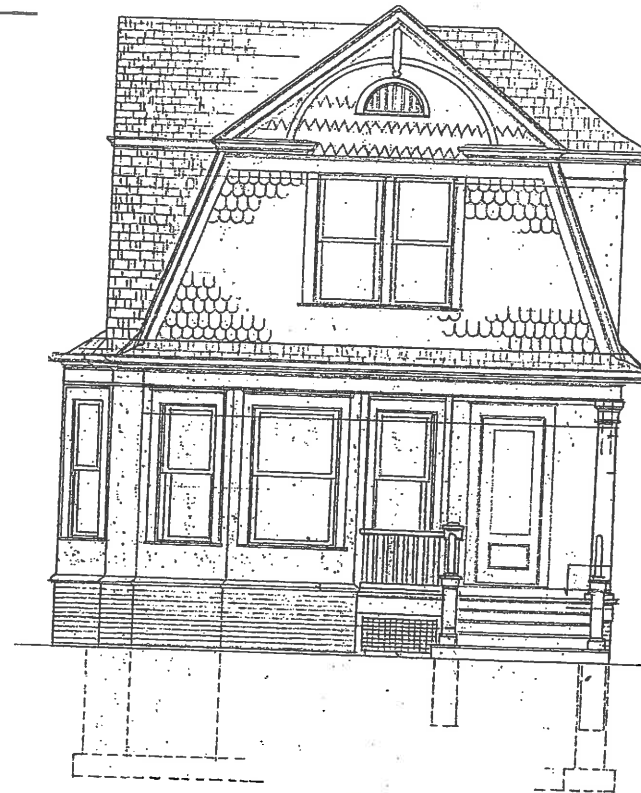
ELEVATIONS - EXISTING/PROPOSED

EXISTING REAR ADDITION
TO BE REMOVED -
FOUNDATION TO ROOF

GENERAL FLASHING NOTE:
FLASHING AND COUNTER FLASHING SHALL BE USED FOR ALL PENETRATIONS INTO THE
EXTERIOR OF THE BUILDING ENVELOPE INCLUDING BUT NOT LIMITED TO ALL DOORS, WINDOWS,
AND ROOFING APPLICATIONS. (TYPICAL)



1 NORTH ELEVATION - EXISTING
SCALE 1/4" = 1'-0"



2 SOUTH ELEVATION - EXISTING
SCALE 1/4" = 1'-0"



3 PROPOSED REAR ELEVATION
SCALE 1/4" = 1'-0"

NEW FRAMING CHIMNEY WITH
STUCCO TO MATCH EXISTING
AND THIN BRICK TRIM

NEW ARCHITECTURAL SIDING
APPLY STUCCO LIKE EXISTING
SHED ENTIRE ROOF

NEW VENT

ALL NEW PIECES TO MATCH
EXISTING

FAKE FOLD EAVES/CRACK
TRIM TO MATCH EXIST.

CORNER SHIMMERS TO MATCH
EXISTING

ONLY TYPICAL EAVE FLAIR THIS SIDE ONLY

FLASHING

GLITTERS, BRICKS, ETC. FROM
TRIM EAVES TO MATCH EXIST.

FLASHING: DRAIN PIPE TYPICAL

NEW ROOF DRAIN CAPPING TRIM
TO MATCH EXISTING UP

STUCCO FOR MATCH EXIST.

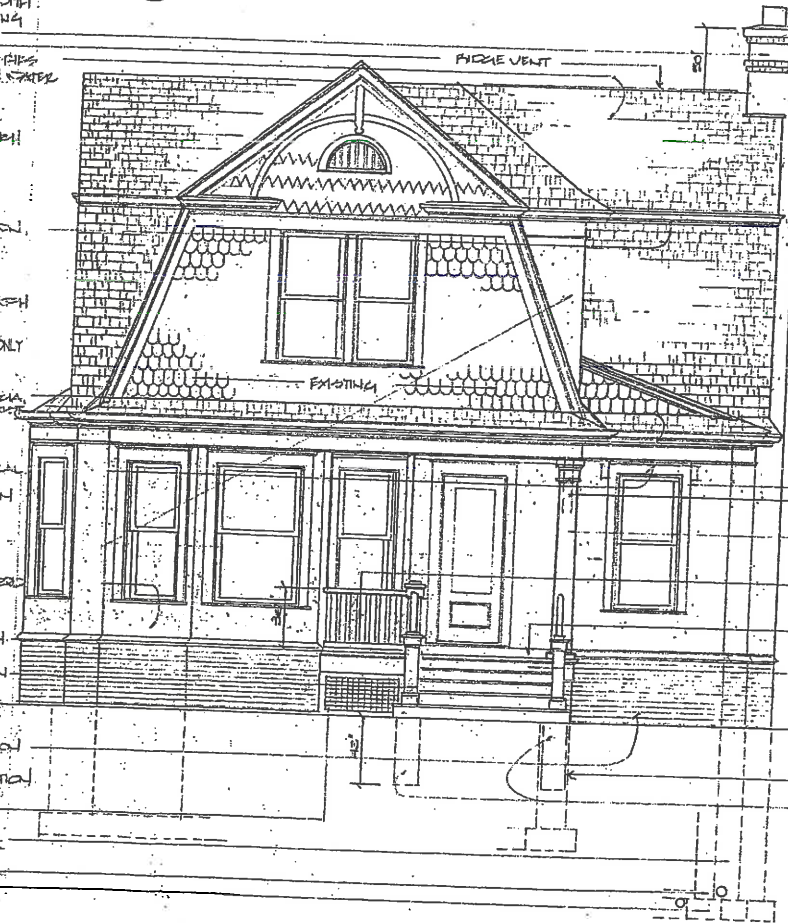
EXIST. STUCCO: REPAIR/REPLACE
DENOTES SIDE YARD SETBACK LINE EAVES
(GUTTERS MAY NOT EXTEND BEYOND
DEEP GUTTER LINE TO MATCH
EXISTING)

NEW FRAMING: ROOF DRAIN IN
NEW MID-TEMPERATURE

EXPOSED BRICK: NEW
FOUNDATION
NEW BRICK VENEER: FOUNDATION
TO MATCH EXISTING
TO SOUTHERN PIER FOUNDATION

LATTICE PANEL

NEW 12" REINFORCED CONCRETE
FOUNDATION: FOUNDATION: PLAIN
2'x2' BRICK: 2'x2' REPAIR



4 PROPOSED FRONT ELEVATION
SCALE 1/4" = 1'-0"

NEW PORCH ELEMENTS TO RESTORE HISTORIC
FACADE - RESTORE HISTORIC COLUMN

TRIM TO MATCH EXIST.
TO BEST WITHIN

NEW CONCRETE: DEAD
COLUMN WITH ARTIC. BASE

WINDOOR ONE: HANDRAIL, BOTTLE
RAIL: 1 1/4" STEEL BALLASTES

PAINT: GRAPE TCG: WOOD PORCH
FLOOR: TREADS

PT. GR. WOOD SIDING: GUTTER IN

NEW BRICK VENEER: PER FOUNDATION
FOR REPAIR COLUMN

12" SOUTHERN FOUNDATION: PER WARS

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HARTING
ARCHITECTS
105 Riverside Drive Suite P2
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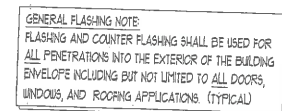
PROPOSED ALTERATIONS TO:
90 E WOODLAND ROAD
LAKE FOREST, IL

NO.	DATE	ISSUE	PERMIT SET	BUILDING REVIEW BOARD
1	10/25/17			
2	11/01/18			
3				
4				



6
A19

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105 Ravenna Drive Suite F2
Northbrook, IL 60062

PROPOSED ALTERATIONS TO:
90 E WOODLAND ROAD
LAKE FOREST, IL



2 WEST ELEVATION - EXISTING
SCALE: 1/4" = 1'-0"

NO.	DATE	ISSUE
1	10/25/11	PERMIT SET
2	11/01/16	BUILDING REVIEW BOARD

GTH NO.
R17009

DRAWN
JLH

CHECKED

JAT

DATE
1/31/2017

9

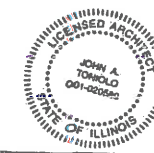
4

21

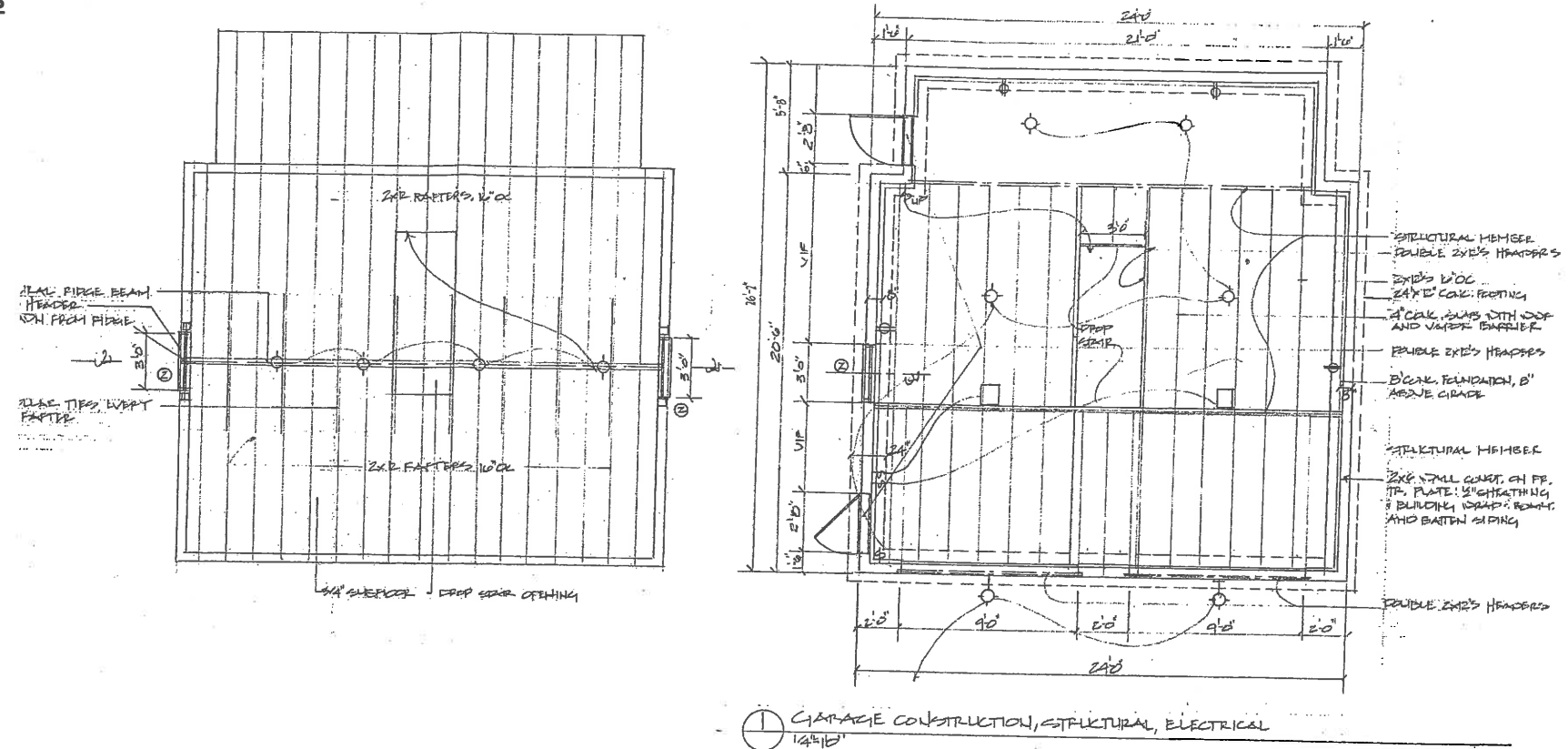
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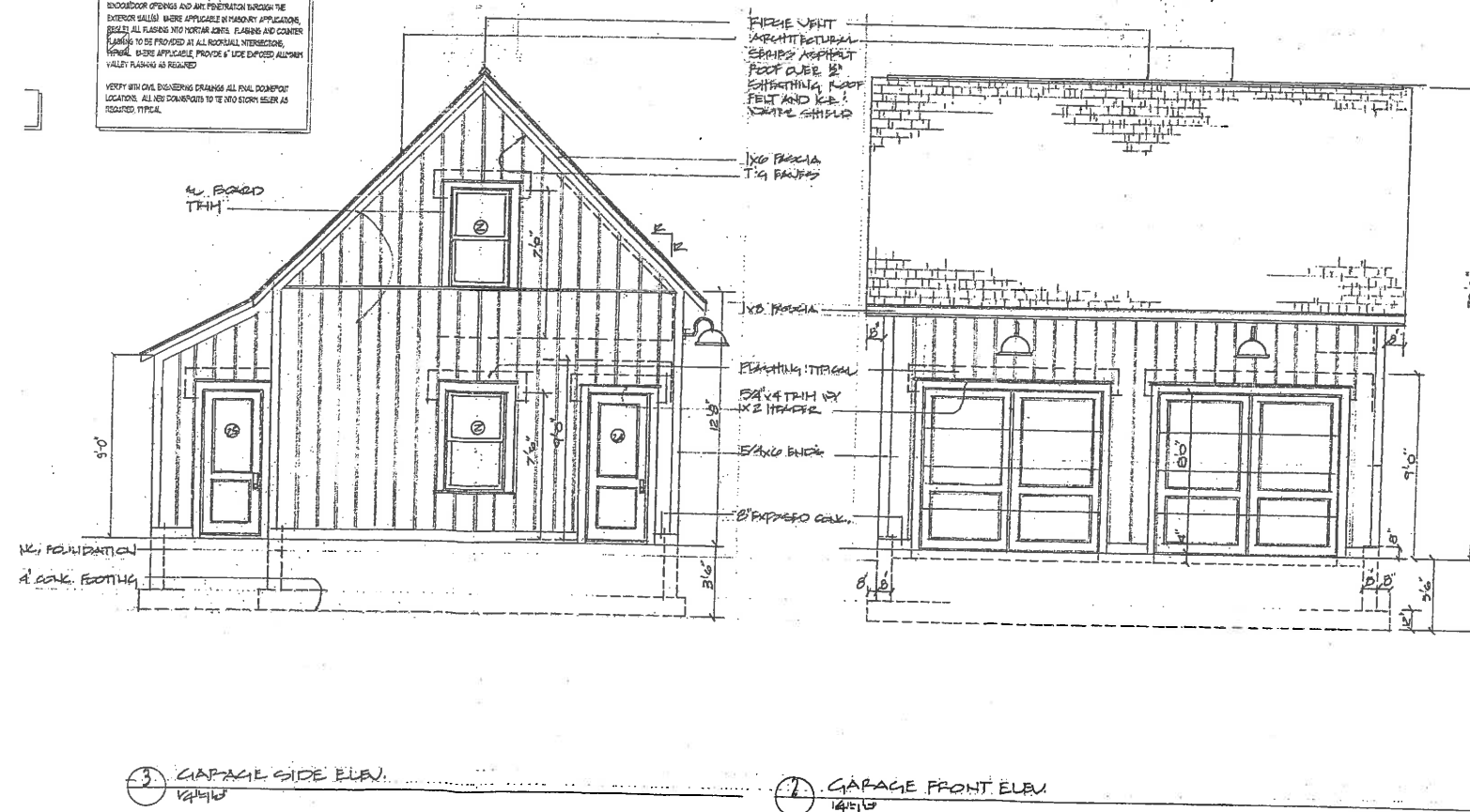
The Plans



ROOFING NOTES:

PROVIDE FLASHING AND COUNTER FLASHING ABOVE ALL DOWNPOUT OPENINGS AND ANY PENETRATION THROUGH THE EXTERIOR WALLS. WHERE APPLICABLE IN MASONRY APPLICATIONS, RESIST ALL FLASHING INTO MORTAR JOINTS. FLASHING AND COUNTER FLASHING TO BE PROVIDED AT ALL ROOF/VAL INTERSECTIONS, ETC. WHERE APPLICABLE, PROVIDE 6" WIDE EXPOSED ALUMINUM VALLEY FLASHING AS REQUIRED.

VERIFY WITH CIVIL ENGINEERING DRAWINGS ALL FINAL DOWNPOUT LOCATIONS. ALL NEW DOWNPOUTS TO BE INTO STORM SEWER AS REQUIRED, TYPICAL.



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HARTING

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PROPOSED ALTERATIONS TO:
90 E WOODLAND ROAD
LAKE FOREST, IL


NO.	DATE	ISSUE	PERMIT SET	BUILDING REVIEW BOARD
1	10/25/11			
2	11/01/11			


GTH NO.
R17003

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JAT

DATE
1/31/2017





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A RESOLUTION AUTHORIZING MEMBERSHIP IN THE
LAKE COUNTY MAJOR CRIMES TASK FORCE

WHEREAS, Lake County Municipalities, the Lake County Sheriff's Office, the Lake County State's Attorney, and the Illinois State Police have determined it to be appropriate and beneficial to create a Major Crimes Task Force ("Task Force") to provide high level investigation and law enforcement efforts cooperatively between Lake County municipalities and the Lake County and State offices named herein, the need for which may exceed the ability of any individual municipality to maintain through its regular police services; and

WHEREAS, it has also been determined that there may be a benefit to offer comprehensive insurance and insurance-like coverage and risk management services for participating in the Task Force; and

WHEREAS, the stated purposes, organizational structure, and other governance provisions contained within the Contract and By-Laws document which has been submitted to the governing board of this body for adoption, represents the position shared by this government board; and

WHEREAS, the City Council of the City of Lake Forest finds that it is in the best interest to become a member of the Lake County Major Crimes Task Force under the submitted Contract and By-Laws;

NOW THEREFORE, BE IT RESOLVED by the City of Lake Forest as follows:

SECTION 1. That the Mayor and Clerk or other executive and other officers are hereby authorized to execute the Contract and By-Laws of the Lake County Major Crimes Task Force (attached hereto and herein incorporated as Exhibit 1) and further authorize the creation of the Task Force effective April 1, 2018, upon the adoption of an identical Resolution by no fewer than twenty (20) of the proposed MEMBERS named on Appendix A, which is attached hereto, by said date.

SECTION 2. The powers of the Task Force, unless the Contract and By-Laws be amended under its terms, shall be limited to those contained within said Contract and By-Laws and Task Force policies, procedures, and operational manuals.

SECTION 3. The obligation of this unit of local government or inter-governmental contractual or other approved entity to full participate in such operations shall be in accordance with that Contract and By-Laws and any amendments thereto adopted as provided for therein.

SECTION 4. Except to the extent of the financial contributions to the Task Force set forth in the Contract and By-Laws, no contracting party, by authorizing the execution of the contract and By-Laws, acknowledges or accepts any responsibility in any way for claims due to the property losses, claims in tort or contract or other claims or losses made against any other member of the Task Force.

SECTION 5. That the Chief of Police is appointed to be the City's representative on the Task Force Board of Directors and the Deputy Chief of Police is appointed to be the City's alternative representative as provided for in the Task Force Contract and By-Laws.

SECTION 6. This Resolution shall be in full force and effect from and after its passage. Passed this ____ day of _____, 2018.

AYES

NAYES

ABSENT

Mayor

ATTEST: _____
Clerk

**CONTRACT AND BY-LAWS
OF THE
LAKE COUNTY MAJOR CRIME TASK FORCE
JANUARY 1, 2018
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ARTICLE I. DEFINITIONS AND PURPOSE.

DEFINITIONS:

As used in this agreement, the following terms shall have the meaning hereinafter set out:

TASK FORCE – Lake County Major Crime Task Force comprising of Law Enforcement departments of Member public entities, including the Lake County Sheriff's office, the Illinois State Police and the Lake County State's Attorney established pursuant to the Constitution and the statutes of this State and by this intergovernmental agreement. (Hereinafter referred to as "Contract").

ANNUAL PAYMENTS - The amount each Member must annually pay to fund the anticipated costs of the full operation of the Agency.

CONVENTIONAL INSURANCE - Insurance of any kind, including, but not limited to, Excess, Aggregate, Reinsurance and Professional liability insurance, purchased by the Task Force from an insurance company approved by the Illinois Department of Insurance to write such coverage in Illinois providing various types of insurance which may be subject to deductible amounts.

CORPORATE AUTHORITIES - The governing body of a municipality or other governmental unit which is a Member of the Task Force.

LOSS PROTECTION FUND - A fund of public monies established by the Task Force to purchase conventional insurance for the Task Force as set forth in this Contract, to administer the role of the Task Force as set forth in this Contract, to jointly self-insure certain risks within an agreed scope and to pay other expenses within the scope of this Contract .

MEMBERS - The units of government or intergovernmental agencies with corporate boundaries at least partially within Lake County which initially or later enter into the intergovernmental Contract. Contract. The Lake County Sheriff, Lake County State's Attorney and the Illinois State Police shall also be Members subject to the limitations set forth in this Contract.

RISK MANAGEMENT - A program attempting to reduce or limit casualty losses and injuries to persons or property caused by the operations of the Members. Where claims arise out of Task Force operations or activities, the Task Force shall cause the processing of such claims, investigate their validity, settle or defend against such claims within the financial limits of this Contract , tabulate such claims, costs and losses and carry out other assigned duties.

SELF-INSURANCE - The decision of the Task Force not to purchase insurance coverage for risks below certain limits; to seek all immunities provided by Illinois law for a non-insured government; to rely upon its financial capabilities to pay any third-party claims which are held valid and not barred by available immunities and to purchase conventional insurance to protect against excess or aggregate losses.

SUPPLEMENTARY PAYMENTS - Members shall also be obligated as required, to make supplementary payments if the amount of the annual payments shall be insufficient to fund the operations of the Task Force.

PURPOSE:

The LAKE COUNTY MAJOR CRIME TASK FORCE ("TASK FORCE") is an intergovernmental cooperative agency voluntarily established by contracting municipalities and

other units of government pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and 5 ILCS 220/6 of the Illinois Compiled Statutes for the purpose of providing comprehensive investigations, insurance coverage and self-insurance coverage to Member Departments of the Task Force of major murder cases, police-involved shootings, non-parental kidnappings, in-custody deaths, and other exceptionally heinous offenses when requested to do so by the chief of police or other designated person(s) of Member Departments.

These By-Laws shall constitute the substance of a contract among the Members.

All funds contained within the Loss Protection Fund are monies directly derived from its Members which are municipalities and other units of local government within the State of Illinois. It is the intent of the parties in entering into this Contract that, to the fullest extent possible, the scope of risk management undertaken by them through a joint governmental insurance program using governmental funds shall not waive, on behalf of any local public entity or public employees as defined in the Local Governmental and Governmental Employees Tort Immunity Act, any defenses or immunities therein provided.

ARTICLE II. POWERS AND DUTIES.

The powers of the Task Force to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in these By-Laws, be the following:

- A. To employ agents, employees and independent contractors;
- B. To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Task Force;
- C. To carry out training, educational and other programs relating to risk reductions, investigations and other police operations;

- D. To cause the creation of, see to the collection of funds for, and administer a Loss Protection Fund;
- E. To purchase conventional, excess, aggregate and reinsurance to supplement the Loss Protection Fund or, in the absence of any self-insurance element of the program, to purchase primary coverages from the conventional insurance market;
- F. To establish reasonable and necessary loss reduction and prevention procedures which shall be followed by the Members;
- G. To provide risk management services and the defense of, settlement and subrogation of claims within the coverage limits established by the Task Force;
- H. Solely within the budgetary limits established by the Members to carry out such other activities as authorized by the Board of Directors to be performed by the Task Force, it's Executive Committee or any officer or agent.
- I. To provide comprehensive investigative services to Member Departments in accepted cases upon request of the Chief of Police of the police department (or other designated person) of the local jurisdiction wherein the crime occurred and to pay for such investigative services.
- J. To establish Operational Rules, Policy Manuals, Training Requirements, personnel selection standards/guidelines, Investigation Procedures recommendations and other directives governing the operation, response and other duties of the Task Force.

ARTICLE III. PARTICIPATION AND TERM.

A. The Members of the Task Force, as of April 1, 2018, shall be those entities, the names of which are listed on Appendix A which, by that date, have had a Resolution adopted by their Corporate Authorities approving membership on the Task Force.

So long as the Task Force shall continue in existence, any new Member joining the Task Force shall remain a Member for at least three (3) years. After a new Member's initial required term of membership in the Task Force, any Member of the Task Force may withdraw from the Task Force at the end of a fiscal year of the Agency upon the giving of at least 120 days prior written notice. A Member which gives notice of withdrawal and then wishes to rescind such notice within the 120 day notice period may do so only upon approval of such action by the affirmative vote of two-thirds of the Executive Committee present at a regular or special meeting under terms established for readmission by the Executive Committee or Board of Directors. The Executive Committee may, at its sole discretion, choose to waive any portion of the 120 day notice requirement it deems necessary in order to protect the best interests of the Task Force. If a Member withdraws from the Task Force, it shall be entitled to coverage for the period of its membership to the same extent as other Members of the Task Force, but it shall not continue to have a representative on the Board of Directors. The withdrawing Member shall continue to be responsible for its share of the payment of all supplementary and other payments attributable to years during which it was a Member of the Task Force and other obligations of membership.

The notice of intent to withdraw shall be addressed to the Chair of the Task Force and shall be accompanied by a Resolution of the Board of the Member electing to withdraw from the Task Force. A Member which withdraws from the Task Force shall not be permitted to reapply for membership in the Task Force for a period of two (2) years from the date on which the

Member's resolution was served upon the Chair, unless such prohibition is waived by the Board of Directors upon a four/fifths vote of the entire membership of the Board. Furthermore, said former Member must reapply through the normal application process, having once again met membership criteria for a new Member.

No Member which withdraws from the Task Force shall receive a return of surplus funds or rebate(s) approved by the Board of Directors from any year for which said withdrawn Member was a Member of the Task Force.

Every member shall, upon admission to the Task Force, have in full force and effect conventional and/or self-insurance or cooperative self-insurance no less than \$5 million dollars in professional liability (this term is used here and elsewhere to include insurance coverage also referred to as "Public Officials Liability" or "Errors and Omissions" coverages) insurance coverage and \$5 million dollars in police liability coverage from a carrier acceptable to the Executive Committee. Each member shall retain such coverage during their entire membership on the Task Force and shall annually submit copies of their insurance policies to the Executive Committee for approval. The limits set forth herein may be increased by a 2/3 vote of the full Board of Directors. Said required limits may not be decreased at any time by the Board.

The Board may establish and periodically review standards for the admission of new Members.

ARTICLE IV. TERM.

The Task Force shall commence its operations on April 1, 2018. The term of the Task Force shall run thru and including March 31, 2029. At the end of that term, the term of the Task Force may be extended for a multi-year term, as permitted by law, by a two-thirds (2/3)

affirmative vote of the entire Board of Directors or, by majority action of the Board, it may continue in existence from year-to-year as a Contract.

ARTICLE V. BOARD OF DIRECTORS.

A. There is hereby established a Board of Directors of the Task Force. Each Member shall appoint one (1) person to serve as the authorized representative of that body on the Board of Directors along with another person to serve as an alternate representative for when the authorized representative is unable to carry out his or her duties. The representative and alternate shall be appointed as other municipal officers are appointed by the Member. Once such appointments are made known to the Board of Directors, the persons appointed shall remain in office until the Chair receives evidence of the appointment of other persons. The Board of Directors shall be the judge of the proper appointment of authorized representatives and alternates to the Board of Directors and shall utilize, in case of a dispute, general principles of Illinois municipal law. The representative and alternate shall be either the Member's Police Chief, Manager/Administrator or a senior officer in the Member's police department.

B. It is expected that the day to day operations of the Task Force shall be monitored and governed by an Executive Committee. An Executive Committee is hereby expressly created and established by this Contract. At the first meeting of the Board after April 1, 2018, the Board shall select from the authorized representatives and alternates six persons to serve on the Executive Committee but only one (1) person from a Member may serve on the Executive Committee at

any time. (The Officers and Executive Committee members of the expiring Task Force shall remain in those same positions for this new Task Force until the Board meets to select a new Executive Committee). In addition, the Executive Committee shall include the Lake County Sheriff or an appointed representative, the Lake County States Attorney or an appointed representative and the Illinois State Police (through an appointed representative). The representative/alternate for the Lake County State's Attorney and the Illinois State Police, so long as these entities do not make a financial contribution to the Task Force, shall not vote, either as a Board Member or a member of the Executive Committee, on any matter calling for the expenditure of Task Force funds, the settlement of any Task Force case or any claims or disputes for insurance coverage under any Task Force insurance policy.

C. The election of Executive Committee members shall thereafter be held at the last regular Board meeting held during each fiscal year for the open Executive Committee terms which begin to run at the start of the immediately following fiscal year.

D. The persons on the Executive Committee shall be elected by the Board with the representative or alternate of each Member casting as many votes as there are then open positions on the Executive Committee. The person(s) receiving the most votes for the number of available positions shall be declared to be elected.

E. The term for the nine Executive Committee positions shall be three years. The terms of the Executive Committee positions shall be staggered so that no more than three positions shall come up for re-election in any one fiscal year. After the initial election in 2018, the terms of the Lake County Sheriff, the Lake County States Attorney, and the Illinois State Police shall initially run through March 31, 2019. Thereafter, the term of these Executive Committee Members from the County and State shall be for three years. The terms of the remaining Executive Committee positions shall be initially staggered by lot so that three initial Executive Committee Members shall serve through March 31, 2020 and three Executive Committee Members shall serve through March 31, 2021. Thereafter, these Executive Committee Members shall serve for respective three year terms.

F. If any vacancy should occur on the Executive Committee, the Chair shall fill that position by appointment for the remainder of the unexpired term with the advice and consent of the remaining Members on the Executive Committee. If a vacancy shall occur in the position of Chair, the Vice Chair shall assume the position of Chair and appoint a new Vice Chair with the advice and consent of the remaining Members on the Executive Committee. If a vacancy should occur in the position of Vice Chair, Treasurer or Secretary, the Executive Committee shall, by election, select from among its Members, a new Vice Chair, Treasurer or Secretary to serve the remaining unexpired term of said office. If both positions of Chair and Vice Chair are vacant, the Executive Committee shall fill those

positions by election from among its members and the persons selected shall fill out the unexpired terms of the persons they replace.

G. The Chair, Vice Chair, Treasurer and Secretary shall be elected to those positions by election of the Executive Committee and shall be Members of the Executive Committee at the time of their election to their respective positions and during their entire terms in said positions. The term for the Chair, Vice Chair, Treasurer and Secretary shall be one year and the person selected to fill those positions shall continue to serve until a replacement has been selected and qualified. The Executive Committee's election for the positions of Chair, Vice Chair, Treasurer and Secretary shall be held at the next regular or special meeting of the Executive Committee following the election held by the Board of Directors for Executive Committee Members referenced previously herein.

H. The Board of Directors may remove any Member of the Executive Committee with notice, but without a hearing, by a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors. Such vacancy shall be filled in the same manner as other vacancies.

I. Where any action of the Board of Directors shall be contrary to an action of the Executive Committee, and where the legal rights of third parties have not intervened, the policy and position of the Task Force shall be that taken by the Board of Directors.

J. The Board of Directors shall determine the general policy of the Task Force which policy shall be followed by the officers, agents, employees and

independent contractors employed by the Task Force. Among other items, it shall have the responsibility for (1) Approval of amendments to the By-Laws, (2) Approval of the process for the acceptance of new Members; (3) Approval and amendment of the annual budget of the Task Force, (4) Approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members, (5) Approval of annual and supplementary payments to the Loss Protection Fund for each Member, (6) Approval of additional terms for the existence of the Task Force, (7) Resolution of disputes over the scope of Task Force self-insurance or insurance coverage or over late notice of a claim provided to the Task Force on an appeal from the decision of the Executive Committee and (8) approval of the minimum amount of conventional or self-insurance required to be carried annually by all Members. The Board of Directors may establish such rules and regulations regarding the payout of funds from the Loss Protection Fund as shall from time to time seem appropriate.

K. Each Member shall be entitled to one (1) vote on the Board of Directors except as described earlier regarding the Lake County State's Attorney and the Illinois State Police. Such vote may be cast only by the authorized representative of the Member or, in the representative's absence, by an alternate selected by the Member in the same manner as specified for the selection of the authorized representative. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by voice vote unless one (1) or more Members of the Board of Directors shall request a roll call vote; provided, however, that:

1. Any vote which requires a greater than majority vote for passage shall be by roll call vote, and

2. Any vote for the authorization of the expenditure of funds shall pass by a roll call vote of either the Board or Executive Committee as appropriate.

3. On any other vote taken by the Board, a Member voting in the minority position on a voice vote may also have that vote recorded in the Minutes by specifically indicating such vote to the presiding officer.

L. The representative or alternate appointed by the Member may be removed at any time by that Member. In the event that a vacancy occurs in the representative or alternate representative, the Member shall appoint a successor. The failure of a Member to select a representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Contract.

M. The Board of Directors and Executive Committee shall have the power to establish both standing and ad hoc committees. The Chair may also establish ad hoc committees which do not conflict with those established by the Board or Executive Committee. Unless the Board of Directors shall establish some other procedure, the selection of persons who shall serve on such committees and chair them shall reside with the Chair. The Board of Directors may assign to the Executive Committee the authority to authorize the expenditure of funds and to settle claims or suits brought against entities within the scope of coverage provided by the Task Force.

N. A quorum at a meeting of the Board of Directors or Executive Committee or any standing or ad hoc committee shall consist of a majority of the Board or Committee. Except as otherwise provided in this Contract, a simple majority of a quorum shall be sufficient to pass upon all matters.

O. A greater vote than a majority of a quorum shall be required to approve the following matters:

1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority percentage within the proposed rule.

2. The expulsion of a Member shall require the two-thirds (2/3) vote of the entire voting membership of the Board of Directors.

3. The approval of any expenditure of Task Force funds shall require a 2/3 vote of a quorum of either the Board or Executive Committee as appropriate.

4. Any amendment of this Contract, shall require the two-thirds (2/3) vote of a quorum of the Board of Directors.

5. The continuation in existence of the Task Force after each approved fixed term shall require a vote as described in this Contract.

6. The agreement to rescind a Notice of Withdrawal within the 120 day Notice requires the approval by the affirmative vote of 2/3 of the Executive Committee.

7. The removal of any member of the Executive Committee requires a 2/3 affirmative vote of the entire membership of the Board of Directors.

8. The waiving of the prohibition against readmission for two years after a Member withdraws shall require a 4/5ths vote of the entire membership of the Board.

9. The changing of the funding formula to determine Annual Payments provided for in Article VIII shall requires a 2/3 affirmative vote of the entire membership of the Board of Directors.

P. No one serving on the Board of Directors shall receive any salary or other payment from the Task Force and any salary, compensation, payment or expenses for such representative or alternate shall be paid by each Member separate from this Contract. The Chair, Vice Chair, Secretary, Treasurer, Executive Committee members and such other officers as may be selected from time to time may submit to the Executive Committee for their approval reimbursement of the actual cost of expenses incurred on behalf of the Task Force.

ARTICLE VI. MEETINGS OF THE BOARD OF DIRECTORS.

A. A regular meeting of the Board of Directors shall be held at least one (1) time a year. The date of the regular meeting shall be in the last quarter of each fiscal year unless that date is changed by the Executive Committee with at least fourteen (14) days written notice prior to the respective regularly scheduled meeting. Any item of business may be considered at a regular meeting, but action may only be taken on items specified on the agenda. In addition to the notice described above, the Chair or, in the Chair's absence, the Vice Chair, shall give at least seven (7) days written notice of regular meetings to the authorized and alternate representatives of each Member and an agenda shall accompany such notice. Special meetings of the Board of Directors may be called by its Chair, or by representatives of any three Members upon no less than fourteen (14) days written notice. A formal agenda shall be included with said notice. Business

conducted at special meetings shall be limited to those items specified on the agenda.

B. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair, or in the Chair's absence, by the Vice Chair or by the convenor(s) of a special meeting.

C. To the extent not contrary to these By-Laws, and except as modified by the Board of Directors, Roberts Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Draft Minutes of all regular and special meetings of the Board of Directors shall be sent to all Members of the Board of Directors no more than 30 days after each respective meeting and final minutes of said meeting shall be sent no more than 10 days after said final minutes are approved.

ARTICLE VII. TASK FORCE OFFICERS.

A. The Officers of the Task Force shall be (1) the Chair, (2) the Vice Chair, (3) the Treasurer and (4) the Secretary.

i. The Chair shall be the chief executive officer of the Task Force. The Chair shall preside at all meetings of the Board and the Executive Committee at which the Chair is present. The Chair may request information from any officer of the Board or any employee or independent contractor of the Task Force. The Chair shall vote on all matters that come before the Board or Committees on which the Chair serves. The Chair shall be a non-voting ex-officio Member of all committees of the Task Force on which the Chair does not directly serve. The

Chair shall have such other powers as are set forth in these By-Laws and such other powers as may be given from time to time by action of the Board. A vacancy in the office of Chair shall be filled by the Vice Chair for the remaining unexpired term of the Chair. The Chair may not be a representative or alternate from the same Member as the Vice Chair, Secretary, Treasurer or any person serving on the Executive Committee.

ii. The Vice Chair shall carry out all duties of the Chair during the absence or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair, the Board of Directors or the Executive Committee. The Vice Chair may not be a representative or alternate from the same Member as the Chair, Secretary, Treasurer or any person serving on the Executive Committee.

iii. The Treasurer may not be a representative or alternate representative from the same Member as the Chair, the Vice Chair, Secretary or any person serving on the Executive Committee.

1. The Treasurer shall:

a. Have charge and custody of and be responsible for all funds and securities of the Task Force; receive and give all receipts for moneys due and payable to the Task Force from any source whatsoever; deposit all such moneys in the name of the Task Force in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors or Executive Committee; and, invest the funds of the Task Force as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time to time. Maintain the financial books and records of the Task Force. Provided, however, that all investments of the Task Force funds

shall be made only in those securities which may be purchased by Illinois non-home rule municipalities under the provisions of the Illinois Compiled Statutes.

b. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or the Executive Committee;

3. The Task Force shall purchase a bond in the minimum amount contained within the Loss Protection Fund from time to time to assure the fidelity of the Chair, Vice Chair and the Treasurer. Without amending these By-Laws, the Executive Committee may increase the amount of the bonds for the aforesaid officers and procure fidelity and other bonds for officers, directors, employees or independent contractors of the Task Force.

4. The Board or Executive Committee may select a financial institution or individual to carry out some or all of the functions which would otherwise be assigned to a Treasurer to assist the Treasurer.

iv. The Secretary shall take, keep and provide each Member copies of the minutes of all meetings of the Board and Executive Committee and shall retain possession of all the books, records and correspondence of the Task Force. In the Secretary's absence, the Chair or Vice Chair shall assume the duties of the Secretary.

B. The Board of Directors may, from time to time, establish such other officers as are deemed necessary, unless authority to do so is assigned to the Executive Committee.

ARTICLE VIII. FINANCES AND TASK FORCE RISK MANAGEMENT.

A. The fiscal year of the Task Force shall commence on April 1, and end on March 31 of each year.

B. The Annual Payments from the Members shall be in an amount sufficient to fund the administrative expenses of the Task Force, the Loss Protection Fund, the purchase of Conventional Insurance, and other costs relating to the services and projects of the Task Force. In determining the amount of the Annual Payment due from each Member, the Executive Committee shall recommend such Annual Payments and the Board of Directors may take into consideration some or all of the following factors:

1. Population of the governmental body;
2. Number of sworn police officers employed by the governmental body;
3. Number of police-purposed vehicles owned by the governmental body and the use made of the vehicles;
4. The police department payroll of the Member;
5. The budget and revenue of the Member;
6. The professional liability and police liability claims and loss experience of the Member;

7. Such other factors as the Executive Committee and Board shall deem relevant.

The Annual Payments due shall be based, in whole or in part, upon an objective formula which may vary from year to year. This formula must be applied equally to all Members similarly situated except that it is recognized the Lake County State's Attorney and Illinois State Police may make no or limited Annual Payments and shall retain membership on the Task Force subject to the limitations described herein.

It is the responsibility of each Member to provide the Task Force with accurate information relating to the factors used in determining the amount of the annual payment due from each Member.

C. Calls for Supplementary Payments may be made by the Board of Directors, providing, however, that the total Supplementary Payments called for in any one year shall not exceed 100% of the Annual Payments established for that year. Supplementary Payments shall not be required in the event the Annual Payments and any conventional insurance purchased for the Task Force for any specific year have been exhausted but shall be at the discretion of the Board. The Board shall also make calls for Supplementary Payments from Members which have withdrawn or been expelled for years during which they were Members. The forwarding of such Annual and Supplementary Payments within a time specified in notices to the Members giving them not less than sixty (60) days to make such payments, shall be of the essence of this contract. Supplementary

Payments may only be called for by the Board of Directors where there is a reasonable concern that the sum remaining from the Annual Payments and conventional insurance will not be sufficient to meet the responsibilities of the Task Force established in these By-Laws. Members shall be responsible for Supplementary Payments during the entire life of the Task Force and any later period when claims or expenses need be paid which are attributable to the year of membership when the event out of which the expense or claim occurred. Supplementary Payments may be called for in a number of individual requests provided that the total amount of the Supplementary Payments shall not exceed the maximum amount permitted.

D. The Executive Committee may permit the Annual or Supplementary Payments to be paid on a monthly or quarterly basis. The amount of any Supplementary Payments required shall be based upon the same formula as was used in establishing the Annual Payment for that year.

E. If, for any year during which the Task Force was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted may distribute surplus funds to the Members who constituted the membership of the Task Force in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Task Force in the processing of the claims in years other than the one in which the claim was made.

F. If Conventional Insurance of any kind is purchased, and the insurance provider should fail to perform its contractual obligations, the Members shall be called upon to repay to the Task Force, within a period of time of not less than sixty (60) days after notice, any amounts, then needed for reserves or to make payments, for the claim year in question, as had been previously distributed to them as refunds, rebates or other repayment of surplus funds. Members shall also be obligated to make Supplementary Payments, up to the maximum allowed amount, for losses or claims which fall within the scope and amount of coverage which the Task Force agreed to cover through Joint Self-Insurance rather than through levels of coverage which were to be paid from the proceeds of Conventional Insurance of any kind.

In all cases where the Task Force has purchased Conventional Insurance of any kind, the Members shall look solely to the provider of the Conventional Insurance coverage for the payment of claims or losses within the scope of coverage of the policies purchased. Neither the Loss Protection Fund, nor funds procured through Supplementary Payments, shall be used to pay claims or losses within the dollar amount and scope of coverage assumed by an insurance company which has sold Conventional Insurance of any kind to the Task Force. The Board of Directors may authorize the use of Task Force funds to pay the costs of litigation of a Member against any Conventional Insurance provider which contends that a claim or loss has not been paid as contractually required by the Conventional Insurance company.

G. A budget for the Task Force shall be recommended to the Board of Directors by the Executive Committee for each fiscal year and approved by the Board in the final quarter of the previous fiscal year. That budget shall confirm and authorize the payment of any funds made earlier during that fiscal year as well as such funds as are estimated to be required during the remainder of that fiscal year.

H. The Board shall have an annual audit performed on the finances of the Task Force according to standard governmental principles of accounting and by a firm familiar with the auditing of intergovernmental agencies and municipalities. The audit shall be accepted by the Board or Executive Committee and, within 30 days thereafter, copies shall be sent to the representative and Chief Executive Officer of each member.

ARTICLE IX. SCOPE OF LOSS PROTECTION.

The Task Force shall provide loss protection from any self-insured retention funds only to the extent that protection would be accorded within the terms of the first layer of Conventional Insurance held from time to time by the Task Force for the benefit of its Members. The intent of this Contract and By-Laws shall be that the Members herein do not intend to utilize the Loss Protection Fund of the Task Force to cover claims or losses where the first layer of Conventional Insurance does not cover the claim or loss. Provided, however, that without limiting the generality thereof, except in the amount and to the extent paid for by the conventional insurance purchased by the Task Force, the Task Force shall not provide self-insurance coverage in the following areas:

- A. Punitive or exemplary damages.
- B. Liability of individuals otherwise covered for acts committed outside the scope of their duties and powers.
- C. Those portions of causes of action seeking only non-monetary claims such as injunction, mandamus and declaratory relief. However, to the extent that such non-monetary claims are included in complaints with counts seeking monetary damages covered under this contract, then defense of such non-monetary counts shall be provided as required by common law or statutory law.
- D. The payment of the attorneys' fees of opposing counsel or other court costs where a judgment providing no other monetary relief to the plaintiff is entered.
- E. Those portions of causes of action alleging improper acts by officers of Members who have been appointed by the Member as representatives of those Members on the Board of any other intergovernmental agencies based directly or indirectly on that person's duties as an appointed representative on that other Board.
- F. Those portions of causes of action alleging improper acts by police officers, whether sworn or unsworn, police departments or other officers of Members serving as law enforcement officers where said individuals or departments are not certified by the State of Illinois or other Task Force approved by the Executive Committee to certify local police officers and local police departments, or have been found, previous to the cause of action arising, to not meet minimum State of Illinois requirements established for said police officers or departments. The minimum state requirements referred to in this exclusion shall be those

requirements promulgated pursuant to the Illinois Police Training Act, 50 ILCS 705/1 et seq. or any related Illinois statute intended to regulate the training and/or certification of local police offices and local police departments, effective on the date the alleged cause of action accrues.

The Task Force shall, within thirty (30) days of receiving notification from a Member that a lawsuit or claim has been filed against the Task Force or one of its Members or a Member's employee, submit a copy of any such claim or complaint to the representative and alternate representative of every Task Force Member.

By entering into this Contract, each Member of the Task Force agrees to be bound by a decision of the Executive Committee that a particular matter presented to the Task Force for defense and indemnification is or is not within the scope of coverage provided by the Task Force. A decision of the Executive Committee to not cover a claim or loss may be appealed by the affected Member by submitting a Notice of Appeal with detailed reasons to the Chair supporting the appeal. Such Notice must be submitted no more than seven (7) days after the decision of the Executive Committee is issued. The Chair shall, within seven (7) days thereafter, appoint a 3-person Appeal Panel from the Board membership, not including members of the Executive Committee. The Appeals Panel shall call for a hearing on the Appeal to be held within the fourteen (14) days of the receipt of the Notice by the Chair. The decision of the Appeal Panel shall be issued within seven (7) days of said hearing. The Decision of the Appeal Panel shall be final in the absence of fraud or a gross abuse of discretion. If there is no appeal, the decision of the Executive Committee shall be final in the absence of fraud or a gross abuse of its discretion.

ARTICLE X. CONVENTIONAL INSURANCE.

The Task Force may purchase excess, aggregate insurance or reinsurance from a company approved by the Department of Insurance to write such coverage in Illinois in such amounts as shall be approved by the Board of Directors.

In addition to any conventional primary or excess insurance coverage established by the Task Force, the Task Force may purchase aggregate insurance or reinsurance such that in the event that the Task Force should in any single year expend a maximum aggregate sum set from time to time by the Board of Directors for the payment of claims, aggregate insurance or reinsurance will pay additional claims above that amount to certain maximum annual amount. The Board of Directors shall determine the commencement level of the aggregate insurance or reinsurance and its limit based upon the current assets and risk history of the Task Force.

In the event that a series of losses should entirely deplete the amounts which are raised from Annual and all called for Supplementary Payments, the conventional insurance, the aggregate insurance and reinsurance for any one fiscal year, then the payment of such uncovered valid loss shall be the obligation of the individual Member or Members against which the claim was made and which remains outstanding. Unless otherwise provided for, the Task Force shall make payments from the Loss Protection Fund, and the conventional insurance, reinsurance and aggregate insurance proceeds in the order in which the legal fees, costs, judgments or settlements against the Task Force or its Members, or a Member's officers/employees/agents specifically engaged in Task Force activities, have been incurred, entered or reached.

ARTICLE XI. OBLIGATIONS OF MEMBERS.

The obligations of Members of the Task Force shall be as follows:

- A. To budget for and to promptly pay all Annual and Supplementary or other payments to the Task Force at such times and in such amounts as shall be established by the Board of Directors within the scope of this agreement. Any payments more than 60 days delinquent shall have added to them an amount equal to the highest interest rate allowed by statute to be paid by an Illinois unit of local government.
- B. To appoint an authorized representative to serve on the Board of Directors and to appoint an alternate representative.
- C. To allow the Task Force reasonable access to all facilities of the Member and all records which relate to the purpose or powers of the Task Force.
- D. To allow attorneys employed by the Task Force to represent the Member, its officers, employees or agents in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member, its officers, employees or agents within the scope of loss protection furnished by the Task Force.
- E. To furnish full cooperation with the Task Force's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Task Force relating to the purpose and powers of the Task Force.
- F. To follow in its operations all loss reduction and prevention procedures established by the Task Force within its purpose and powers.

G. To follow in its operations all Task Force training requirements, policies, procedures and other directives to enable the Member to properly participate in Task Force matters.

H. To report to the Task Force within the time limit specified the following items:

1. To report, within ten (10) days of receipt, a statutory notice of claim, a summons and complaint or other pleading before a court or agency for which coverage is sought.

2. To report, within thirty (30) days of receipt, a written demand for monetary relief for which coverage is sought.

3. To report at the earliest practicable time any information of an occurrence received by the Member and from which the Member could reasonable conclude that coverage will be sought.

4. To report, within ten (10) days of such change, any change in insurance carrier or coverage amounts of all professional liability coverage or police liability coverage in effect for said Member.

In the event that the items set forth above are not submitted to the Task Force within the time periods set forth above, the Task Force may, in whole or in part, decline to provide a defense to the Member or to extend the funds of the Task Force for the payment of losses or damages incurred. In reaching its decision, the Task Force shall consider whether and to what extent the Task Force was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish notice of the claim. Any Member may, within thirty (30) days after receiving such a decision of the Chair, request, in writing, that the Executive Committee take official action to affirm or reverse that

decision. In the absence of fraud or a gross abuse of discretion, the decision of the Executive Committee shall be final.

ARTICLE XII. LIABILITY OF BOARD OF DIRECTORS OR OFFICERS.

The Members of the Board of Directors or officers of the Task Force should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Task Force funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Task Force may purchase Conventional Insurance providing liability coverage for such Directors or officers. Where no such insurance has been purchased to provide liability coverage for such Directors or officers, or the amount of the Conventional Insurance purchased shall be inadequate to cover all claims, the Loss Protection Fund shall be utilized to defend and pay claims on behalf of such Directors or officers.

ARTICLE XIII. NO THIRD-PARTY BENEFICIARIES.

The scope of coverage of the Task Force shall extend only to the Members and this Contract is not intended to, nor does it grant, any rights, including, but not limited to, the right to an interpretation of its provisions or benefits to any third parties. Any language in Conventional, Excess, Aggregate or Reinsurance policies expanding the scope of coverage to any third-parties extends to the Members only, and not to such third-parties.

ARTICLE XIV. OPTIONAL DEFENSE BY MEMBER.

Whenever the Task Force proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed a reserve amount established from time to time by the Executive Committee, the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a new reserve amount. The officers and employees of the Task Force shall, however, endeavor to give specific oral or written notice to a Member of the exact amount of any proposed settlement at least fourteen (14) days prior to the date at which the Task Force proposes to bind itself to pay such settlement amount. It is recognized by the Members that under some circumstances the Task Force may not be able to give fourteen (14) days' prior oral or written notice of the proposed settlement. The officers, employees or independent contractors of the Task Force shall attempt to give the Members as much notice of the settlement as is possible under the circumstances of each case.

In the event that a Member should disagree with the amount at which the Task Force proposes to settle a case or claim, the authorized Board representative of the Member, the alternative representative, or the Manager or other Chief Executive Officer of the Member may notify the Chair in writing that the Member exercises its right to prevent the Task Force from reaching a settlement for the Member or its employees at the agreed upon amount. In cases where such a written objection is received, the Task Force will not settle the case without the subsequent written consent of the Member. In the event that the Task Force does not settle a case based upon the objection of a Member, the Task Force shall continue to provide a defense to the Member unless the Member should desire to itself undertake the defense at its sole cost and expense. In the event that the case or claim is eventually resolved through a settlement or

judgment in an amount less than the amount at which the case could have been previously settled by the Task Force then the Member which has undertaken the costs of its own defense shall be entitled to its additional actual costs, including attorneys' fees, up to the level at which its costs and the prior allocated costs of the Task Force, including attorneys' fees, equal the amount at which the case could have been settled by the Task Force up to the level of the Task Force's applicable insurance coverage and only from dollars provided by said conventional or other insurance-like protection. To the extent that the case or claim is resolved through settlement or judgment at an amount greater than that at which the case or claim could have been previously settled by the Task Force, the Member shall be obligated to pay to the Task Force, within thirty (30) days upon receipt of written notice, the amount that the sum of the settlement or judgment, plus all other allocated costs of the Task Force, exceed the sum of money at which the case could have been earlier settled by the Task Force. Such payments shall be unlimited in amount and the Task Force shall not be required to advance the payment due from the Member. If at any time the amount of the allocated costs of the Task Force devoted to the case shall equal or exceed the amount at which the case could have been settled, the Task Force may require periodic payments from the Member if the Member wishes to have the Task Force continue to provide the defense.

Allocated costs shall mean those costs which are allocated to individual cases under the bookkeeping and accounting system utilized by the Task Force. The Task Force may establish the amount at which it could have settled the case through a written settlement offer to the plaintiff, or through other competent evidence of the availability of the settlement at a particular sum.

To the extent that payment shall be made from an aggregate, excess or other insurance carrier, the provision of this Article shall prevail when not contrary to those insurance contracts.

ARTICLE XV. CONTRACTUAL OBLIGATION.

This document shall constitute a contract among those units of local government which become Members of the Task Force. The obligations and responsibilities of the Members set forth herein including the obligation to take no action inconsistent with this Contract as originally written or validly amended shall remain a continuing obligation and responsibility of the Member. The terms of this Contract may be enforced in a court of law by the Task Force or any Member. Should the Task Force be required to enforce the terms of this Agreement against a Member in a court of law and the Task Force be the prevailing party, the Member (or former Member) against which the claim is brought shall pay the Task Force's costs and attorney's fees within sixty (60) days after the litigation is terminated.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promise and agreements of the Members set forth herein. This Contract may be executed in duplicate originals and its passage shall be evidenced by a certified copy of an ordinance or resolution passed by a majority of the Members. Provided, however, that except to the extent of the limited financial contributions to the Task Force agreed to herein or such additional obligations as may come about through amendments to these By-Laws no Member agrees or contract herein to be held responsible for any claims in tort or contracts made against any other Member. The contracting parties intend in the creation of the Task Force to establish an organization only

within the scope herein set out and have not herein created as between Member and Member any relationship of surety, or responsibility for the debts of or claims against any Member.

ARTICLE XVI. EXPULSION OF MEMBERS.

By the vote of two-thirds (2/3) of the entire membership of the Board of Directors, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- A. Failure to make any payments due to the Task Force.
- B. Failure to undertake or continue loss reduction and prevention procedures adopted by the Task Force.
- C. Failure to allow the Task Force reasonable access to all relevant facilities of the Member and to all records which relate to the purpose or powers of the Task Force.
- D. Failure to furnish full cooperation with the Task Force's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Task Force relating to the purpose and powers of the Task Force.
- E. Failure, at any time, to carry the minimum amount of professional liability and police liability insurance coverage set forth in this Contract.
- F. Failure to carry out any obligation of a Member which impairs the ability of the Task Force to carry out its purpose or powers.

No Member may be expelled except after notice from the Chair of the alleged failure along with reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether

the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than thirty (30) days after the vote expelling the Member has been made by the Board of Directors except that the expulsion of a Member for reasons A and E above may be made effective immediately. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place at 5:00 p.m., thirty (30) calendar days after the date of the vote by the Board of Directors expelling the Member.

After expulsion, the former Member shall continue to be fully obligated for its portion of any claim against the Task Force which was created during the term of its Membership along with any other unfulfilled obligations as if it was still a Member of the Task Force. The Task Force shall continue to provide insurance coverage for all claims which would have been covered prior to the expulsion except that it shall be excused from such coverage if the actions of the Member prevent the Task Force from providing an adequate defense on its behalf. The expelled Member shall, after expulsion, no longer be entitled to participate or vote on the Board of Directors and shall not be entitled to any refund, rebate or other return of surplus funds which may be authorized by the Task Force for any year for which the expelled entity was a Member of the Task Force.

ARTICLE XVII. TERMINATION OF THE TASK FORCE.

If, at the conclusion of any fixed term of the Task Force, the Board of Directors does not vote to continue the existence of the Agency, or, if at any time the number of the Members of the Task Force which will continue as Members into the next fiscal year shall be less than twenty (20), or at any time upon a 2/3rds vote of the entire Board of Directors at a regular or special meeting thereof, then the Task Force shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors and the Executive Committee shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the Task Force. It is contemplated that such meetings may continue for some substantial period of time in order to accomplish this task.

All Members upon a general termination of the Task Force shall remain fully obligated for their portion of any claim against the assets of the Loss Protection Fund which was created during the term of their membership along with any other unfulfilled obligations, including, but not limited to calls for Supplementary Payments for years of their membership which may be required and called for in subsequent years.

Introduction

Formed originally in early 1990's, the 40 or so members of the Lake County Major Crimes Task Force have seen many changes in its operations and legal environment since its inception. Last revised in 2006, good housekeeping, improved practices and recent court decisions made it apparent that the LCMCTF Contract and By-Laws needed to be updated. With the support of Special Legal Counsel (Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer), the Lake County Director of Human Resources and Risk Management and Insurance Advisors (Alliant and West), the LCMCTF Executive Committee and several Lake County Village Managers and Administrators have worked together since early 2017 to develop a structural update to meaningfully address concerns, while still supporting and retaining the professional operational advances that have lead to the cooperative success experienced by the members of the LCMCTF.

Unified Defense

A key element in the update is to provide a unified defense when responding to claims or suits for LCMCTF activities. For past claims, those LCMCTF members named were required to respond and defend against the claims separately leading to members being pitted against each other, as well as each also having the expense of defending the claims.

Substantial Insurance Coverage

Having a structure that allows the LCMCTF to attain conventional insurance coverage of a sizable amount (initially \$2 million with hopes to increase substantially in layers to \$10 or \$20 million through the demonstration of positive experience) and requiring that members have at least \$5 million in additional coverage provides the protection necessary to allow members to continue to participate and demonstrate meaningful commitment to the LCMCTF.

Governance

The update provides each member with one position/vote on the LCMCTF Board of Directors. Board members and alternates must be officially appointed by each member (Village Board/City Council/Sheriff, etc.). The Board of Directors elects the Executive Committee, who shall serve overlapping 3-year terms. The Illinois State Police and the Lake County State's Attorney will be permanent members of the Executive Committee, but not vote on financial matters as they pay no dues.

Financial

As in the past, the update provides that the Annual Budget must be approved by the LCMCTF Board of Directors. Dues assessments will continue to be paid based on the present system – the number of full time equivalent police officers of the member agency (attached). The update provides a mechanism to change the dues structure in the future should 2/3's of the Board of Directors agree to do so. The quote for the \$2 million in conventional insurance being attained in 2018 will not require a change to the dues

structure from 2017 levels. Future conventional and excess layer coverage will be paid through the annual budget along with other LCMCTF expenses. Each member will be required to pay its annual dues and submit proof of its \$5 million insurance coverage each year.

Operations, Procedures and Standards

Professional law enforcement standards and training certifications required by the State of Illinois will be required for LCMCTF members and designated officers and responders to LCMCTF events.

Timing

It is anticipated that the update will take effect April 1, 2018 requiring that at least 20 members will have approved it and appointed their representatives and alternate representatives in the first quarter of 2018. Once the 20-member threshold is reached, other members may be added thereafter.

Resources

Many member Police Chiefs and Managers-Administrators have participated with our Special Legal Counsel and Insurance Advisors and Lake County Risk Management staff over the last many months as this topic has been considered and solutions identified. If you have questions for the Working Group or Special Counsel, please contact us directly. We have also attached summary information on LCMCTF activations, including the 34 callouts on behalf of 14 different members in 2016 and 2017. We believe this clearly demonstrates its current relevance and the need for it to continue.

Conclusion

On behalf of the Executive Committee of the Lake County Major Crimes Task Force and the Managers-Administrators LCMCTF Working Group, we recommend and respectfully request approval of the proposed Contract and By-Laws for the Lake County Major Crimes Task Force prior to April 1, 2018. Attached are the proposed Contract and By-Laws and template Authorizing Resolution for use with your governing board.

Respectfully Submitted,

Kevin Woodside

Kevin Woodside, Gurnee Police Chief

LCMCTF President

Kent Street

Kent Street, Deerfield Village Manager

Coordinator Managers-Administrators