

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, July 2, 2018
City Hall Council Chambers
220 E Deerpath, Lake Forest

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

Jack Reisenberg, Alderman Third Ward
James Preschlack, 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

A. Special Guest of the City Council, State Senator Julie Morrison

➤ **Update on**

- Senate Resolution 1746, attached page 11.
- State Budget
- State Sales Tax
- Capitol Bill

B. Update on Forest Park Beach Bluff Activity

- Michael Thomas, Director of Public Work
- Sally Swarthout, Director of Parks & Recreation

3. COMMITTEE REPORTS

A. Adoption of the Principles, Conduct and Procedures for Meetings and Activities of the Members of the City Council and Staff

PRESENTED BY: *Finance Chairman Jed Morris and Third Ward Alderman Jim Preschlack*
STAFF CONTACT: *Robert Kiely, City Manager, 847-810-3675*

BACKGROUND/DISCUSSION: Mid-March the City Council was presented with a draft of the Principles, Conduct and Procedures for Meetings and Activities of the Members of the City Council and Staff prepared by City Manager Robert Kiely. At its Monday, May 21 Workshop meeting, the City Council had extensive discussion on the proposed document and created

a subcommittee consisting of the Finance Committee Chairmen Jed Morris and Third Ward Alderman Jim Preschlack.

Similar to the Decision Making Parameters, at the conclusion of the workshop meeting, Council members were asked to submit any final thoughts to City Staff who would pass them to the subcommittee so that a final draft could be available for tonight's meeting. A copy is beginning on **page 15** of your packet.

It has been recommended that once adopted, the Principles, Conduct and Procedures for Meetings and Activities of the Members of the City Council and Staff are reviewed by staff annually, and if appropriate be brought before the Council for review and consideration as needed.

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Approval of the proposed Principles, Conduct and Procedures for Meetings and Activities of the Members of the City Council and Staff

4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS
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5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. Approval of the June 18, 2018 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 28**.

COUNCIL ACTION: Approval of the June 18, 2018 City Council Meeting Minutes.

2. Consideration of an Ordinance Amending Sections 94.15 through 94.21, titled "Open Fires" of the City Code (Final Approval)

STAFF CONTACTS: Pete Siebert, Fire Chief, 847-810-3864
Catherine Czerniak, Director of Community Development, 847-810-3504

PURPOSE AND ACTION REQUESTED: In response to concerns and questions received from residents, the Council is asked to consider clarifications and modifications to the Code provisions relating to open fires of various types, in particular, recreational fires on residential properties, within the City limits.

At the June 18th Council meeting, the Council heard a presentation from staff on the proposed Code amendments and approved first reading of the ordinance as presented. Since first reading, staff has received no public comments or questions about the proposed changes.

BACKGROUND/DISCUSSION: As currently written, the City Code does not permit any type of open fire without a permit. However, various types of open fires occur throughout the City and enforcement occurs on a complaint basis.

In response to recent input from some residents, City staff has reviewed the City Code language and reconsidered the current prohibitions in the context of current practice, other life safety Codes, development patterns and past experience with open fires. The proposed amendments give priority to life safety, while at the same time, providing some latitude for open fires, within the City limits, for recreational, ceremonial and natural area maintenance purposes. In summary, the amendments permit open fires on residential properties with some limitations.

Open fires are permitted on residential properties of 60,000 square feet or larger under the following conditions:

- Conformance with established setbacks from structures and property lines.
- Dry, seasoned wood is used for fuel; no burning of trash, leaves or other debris.
- The fire is attended constantly until extinguished.
- Fire extinguishing equipment or material is nearby.

Fires in portable, covered outdoor fire pits or containers are permitted on residential properties of any size under similar conditions as those noted above.

Fires not meeting the above conditions may still be permitted subject to review by the Fire Chief and the issuance of required permits.

Staff from the Fire, Parks and Recreation and Community Developments collaborated on the proposed amendments. The amendments are presented to the City Council with the endorsement of all three departments.

The Ordinance, with a blackline version of the Code Sections reflecting the proposed amendments is included in the Council packet beginning on **page 37**. A clean copy of the Code Sections, incorporating all of the proposed amendments as recommended by staff, is also included in the packet for ease of reading.

COUNCIL ACTION: Grant final reading of an Ordinance amending Sections 94.15 through 94.21, titled "Open Fires" of the City Code.

- 3. Approval of a recommendation from the Public Works Committee in awarding the contract for the Southwest Lift Station Forcemain Replacement Project to IHC Construction Company in the amount of \$345,560.00 plus authorization to expend, if necessary, an additional 10% for unforeseen change orders that may occur during the administration of this project.**

STAFF CONTACT: *Robert W. Ells, Superintendent of Engineering (847-810-3555)*

PURPOSE AND ACTION REQUESTED: Public Works Committee requests awarding the contract for the Southwest Lift Station Forcemain Replacement Project to IHC Construction Companies LLC.

BACKGROUND/DISCUSSION: The project involves replacing the 42 year-old forcemain located along the Southside of Old Mill Road. The Southwest Lift Station Forcemain project limits are from West Fork Drive to just east of Estate Lane. The existing 12" cast iron forcemain will be replaced with 12" high-density poly pipe.

Each year, as part of Capital Improvement Program budget, staff evaluates the condition of existing sanitary sewer system infrastructure in terms of age, capacity, and repairs. A majority of the Southwest Lift Station Forcemain will be installed utilizing a trenchless, directional drilling technique, thereby creating less excavation and disturbance in the construction area.

The preparation of plans and specifications including performing field surveys and design were prepared by Bleck Engineering. The Engineering staff will provide daily inspection services.

BUDGET/FISCAL IMPACT: Bids for the Southwest Lift Station Forcemain Replacement Project were received and opened on June 5, 2018. City received a total of five (5) bids.

Has competitive pricing been obtained for proposed goods/services? - **Yes**

The following is a summary of the bids received:

BIDDER	BID AMOUNT
IHC Construction Companies LLC	\$345,560.00
Apollo Trenchless, Inc.	\$352,785.00
RJ Underground Inc.	\$441,600.00
RA Mancini Contractors	\$515,000.00
Berger Excavating, Inc.	\$631,800.00
Engineer's Estimate	\$475,000.00

The low bidder, IHC Construction Companies LLC has completed similar projects for other municipalities. If awarded, the project would commence the beginning of August and be completed by the end of September. Upon confirming the start date of the project, a letter will be sent to the residents within the limits of the project two weeks prior to start of construction. The City website, under Construction Updates, will also provide details on the construction schedule.

Below is an estimated summary of Project budget:

FY2019 Funding Source	Account Number	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water and Sewer Fund	508-0001-441-75-01	\$525,000	\$380,116	Y

COUNCIL ACTION: Approval of a recommendation from the Public Works Committee in awarding the contract for the Southwest Lift Station Forcemain Replacement Project to IHC Construction Company in the amount of \$345,560.00 plus authorization to expend, if

necessary, an additional 10% for unforeseen change orders that may occur during the administration of this project.

COUNCIL ACTION: Approval of the three (3) Omnibus items as presented

6. ORDINANCES

7. NEW BUSINESS

Approval of the Local Agency Consultant Agreement with Civiltech, Inc., the Local Public Agency Agreement for Federal Participation with the State of Illinois Department of Transportation for the Everett Road/Waukegan Road Intersection Improvement Project, and Authorization to Allocate Non-Budgeted funds for the City's 20% share.

PRESENTED BY: *Robert W. Ells, Superintendent of Engineering (847-810-3555)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee requests approval to enter into an agreement for professional design services with Civiltech for the Phase II design of the Everett Road/Waukegan Road Intersection Improvement Project. Additionally, staff requests authorization to allocate non-budgeted funds for the City's 20% share.

BACKGROUND/DISCUSSION: The planning for this project began in 2009 when The City of Lake Forest retained Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) to conduct a traffic study on Everett Road. This study was requested to evaluate existing traffic conditions in the area along with possible impacts of a proposed residential development at the northwest corner of Everett Road and Telegraph Road.

Consideration was given to the traffic effects of the Lake Forest Metra Station parking lots, and Everett Elementary School as well as passenger and freight train activity on the Metra MD-N Line railroad.

Although plans for the proposed residential development did not progress, the City continued to look at the traffic issues in the area based on public comment and City Public Works Committee and Council feedback.

The plan calls for the addition of a dedicated right turn lane from southbound Waukegan Road to westbound Everett Road; lengthening the right turn lane, left turn lane and through lane from eastbound Everett Road to west of the Metra tracks and an enhanced left turn lane from westbound Everett road to southbound Waukegan Road.

This work will reduce traffic congestion at the intersection by adding additional vehicle stacking and creating dedicated turn lanes. The Phase I preliminary engineering design has been approved by both IDOT and Metra.

The City is now eligible for Federal Surface Transportation Program (STP) funding through the Lake County Council of Mayors. This funding would reimburse the City for 80% of eligible

Phase II design, construction and Phase III construction engineering costs. City staff has concluded a Request for Qualifications process and has selected Civiltech Engineering, Inc. as the Phase II engineering design consultant.

Funds will be authorized and design will begin once the agreements are executed by the State, construction may begin as soon as summer, 2019 (FY20).

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/25/18	Approved
Finance Committee	3/5/18	Reviewed
City Council	1/16/18	Presented for information
Public Works Committee	9/25/17	Reviewed

BUDGET/FISCAL IMPACT: Phase II design services will be 80% funded by federal Surface Transportation Program (STP) funds with the remaining 20% the responsibility of the City. The City will initially pay the full amount to the consultant and be reimbursed for the 80% STP fund share.

Has competitive pricing been obtained for proposed goods/services? **No**

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0A – specially authorized waiver (2/3 vote)

Administrative Directive 3-5, Section 9.0 B – Professional Services, RFP and Qualification Based Selection.

Copies of the Agreements can be found beginning on **page 45** of your packet.....

Company Name	Proposal
Civiltech, Inc.	\$328,726.00

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$0.00	\$328,726*	N

* After reimbursement the net payable by the City is \$65,745 to be funded from fund balance of the Capital Improvements Fund. As this expense is not budgeted, a supplemental appropriation ordinance would be presented for City Council approval at fiscal year-end, if necessary.

GRANT FUNDING ASSESSMENT

Phase	STP Funds	City Funds	Total
Phase II Design	\$262,981	\$65,745	\$328,726

Construction	\$1,932,938	\$585,531	\$2,518,469
Phase III Eng.	\$160,000	\$40,000	\$200,000
Project Totals	\$2,355,919	\$691,276	\$3,047,195

Construction and Phase III Engineering estimates are provided for information only. Approval to expend funds for these costs would be presented for City Council approval at a later date.

COUNCIL ACTION: Approval of the Local Agency Consultant Agreement with Civiltech, Inc. and the Local Public Agency Agreement for Federal Participation with the State of Illinois Department of Transportation for the Everett Road/Waukegan Road Intersection Improvement Project. Additionally, approve \$328,726 in non-budgeted expenses, with 80% to be reimbursed from STP grant funds.

2. Consideration of Two Recommendations Related to Construction of a Hyatt Place Hotel, in Conway Park. (Grant Final Approval of an Ordinance and Approve a Resolution by Motion)

PRESENTED BY: *Catherine J. Czerniak, Director of Community Development*
Robert R. Kiely, Jr., City Manager

PURPOSE AND ACTION REQUESTED: The Council is asked to consider a recommendation from the Building Review Board in support of the design aspects of a Hyatt Place Hotel proposed for construction in Conway Park.

and

The Council is asked to consider a limited-term financial incentive package for the hotel to support the following goals: 1) to provide a hotel, as an amenity in Conway Park in response to requests from current corporate tenants of the Park; 2) to meet the needs of residents and visitors who currently seek lodging outside of the community; and 3) to expand on and diversify commercial development within the City.

BACKGROUND/DISCUSSION: Conway Park is a corporate office park located at the western edge of Lake Forest, adjacent to the Illinois Tollway. The office park was annexed by the City over 20 years ago and today, the park is nearly built out with 13 office buildings of various sizes and the Lake Forest Graduate School of Management. A hotel is a permitted use in Conway Park and a hotel was always envisioned along the Route 60 Corridor to serve businesses, residents and visitors. A Hyatt Place Hotel is proposed on one of the last remaining vacant parcels in Conway Park.

More than 20 years ago, when the property along the Route 60 Corridor near the Tollway was annexed, a framework was put in place to support development of the area with a first-class corporate office park and supporting ancillary uses. Today, Conway Park, along with the office buildings located on the south side of Route 60, is home to many corporate headquarters reflecting that early vision. However, the anticipated ancillary uses (hotels, restaurants and limited service businesses) have not yet been established in the area to

support, retain and attract corporate users, employees of the office park, residents of the community and visitors.

A vibrant Route 60 Corridor is consistent with the community goals identified in the City's recently updated Strategic Plan. The Business and Economic Vitality Chapter of the Plan states that the City "will use economic development tools" to engage property owners, take advantage of opportunities and overcome challenges in achieving desired development. The Plan specifically speaks to working with entrepreneurs and employers who complement the City's long-term economic vision in order to establish and maintain an appropriate balance between the residential and commercial tax bases in the community. The Plan also directs that the City will engage in proactive economic development efforts to attract key businesses in commercial corridors. Council consideration of an incentive package to achieve development of a hotel in the Route 60 Corridor, is consistent with the directives in the Strategic Plan.

Design Review – Building Review Board

Earlier this year, over the course of two meetings, the Building Review Board considered a request for approval of the design aspects of the proposed Hyatt Place Hotel. At the Board's request, the details of the design, exterior materials and overall site plan were refined after the first meeting and enhanced plans were presented to the Board for a final recommendation at the March, 2018 meeting. The Board heard testimony in support of the petition from one resident. The Conway Park Owners' Association also submitted testimony in support of the hotel noting that final approval from the Owners' Association is required prior to construction, consistent with the covenants pertaining to Conway Park. The Board voted 6 to 0 in support of the petition.

The ordinance and key exhibits are included in the Board's packet beginning on **page 60**. The ordinance, complete with all exhibits, is available for review in the Community Development Department.

Review of Incentive Request

In February, 2018, with the approval of the City Council, Michael Tobin, CBRE, was engaged to assist the City in considering the request for financial incentives. Mr. Tobin and his colleagues worked with the Mayor, Finance Committee Chairman, City Attorney and City staff to assure that the right questions were asked of the developer, complete information obtained, and a thorough analysis conducted of both the short-term and long-term benefits of the proposed hotel development to the overall community.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	June 18, 2018	Granting first reading of Ordinance approving design aspects consistent with Building Review Board Recommendation.
Mayor and Finance Committee Chairman	May/June 2018	Reviewed developer's proposal, consulted with Michael Tobin, the City's Advisor on this matter, negotiated Term Sheet.

Building Review Board	February/March 2018	Recommended Approval (6 to 0)
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BUDGET/FISCAL IMPACT: A projection of the financial benefits the City will realize in the short-term, and over the longer term, as a result of the proposed Hyatt Place, is attached beginning on **page 72** as background material.

A revised draft of the Incentive Agreement is also included in the Council's packet. The Resolution presented for Council action, endorsing the proposed incentive package and directing finalization of the Agreement is included in the Council packet on **page 73**.

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

1. Grant final approval of the Ordinance in accordance with the Building Review Board's recommendation.
2. Approve a Resolution by Motion, directing the City Manager and Attorney Victor Filippini to finalize an Agreement with Janko LLC, substantially in conformance with the Term Sheet presented to the City Council, and authorize the Mayor to enter into the Agreement on behalf of the City.

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS
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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

9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 89** of this packet.

Office of the City Manager

June 27, 2018

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.





SR1746

LRB100 22006 MST 40092 r

1 SENATE RESOLUTION

2 WHEREAS, Illinois and Chicago are known as the nation's
3 rail hub and, pursuant to data provided by the Metropolitan
4 Planning Council, the Chicago region serves as a national
5 east-west gateway for six of the seven major Class I railroads
6 that transport approximately 25% of all U.S. freight rail
7 traffic and 44% of all U.S. intermodal "container" units,
8 totaling more than 1.3 million loaded rail cars annually; and

9 WHEREAS, Metra operates 691 weekday trains, stopping at 241
10 stations on 11 rail lines in the Chicago region; and

11 WHEREAS, Amtrak operates a nationwide rail network,
12 serving more than 500 destinations in 46 states, the District
13 of Columbia, and three Canadian provinces on more than 21,400
14 miles of routes, with Chicago being a major hub for most of
15 their interstate services; and

16 WHEREAS, These activities provide vital transit services
17 for Illinois residents, Illinois commerce, and the nation; and

18 WHEREAS, Actual and projected growth in rail freight,
19 Metra, and Amtrak service continues to put pressure on existing
20 Illinois rail systems, often creating higher congestion and
21 reduced safety when passenger and freight share the same rail

1 lines; and

2 WHEREAS, The Illinois Department of Transportation
3 participated in a nine-state planning effort that resulted in
4 publication of the Midwest Regional Rail System (MWRRS)
5 executive report in September of 2004, which outlined steps to
6 improve regional rail mobility and stimulate economic
7 development at an estimated budget of \$7. 7 billion; it is
8 unclear what impact has been achieved; and

9 WHEREAS, The National Environmental Policy Act (NEPA)
10 mandates a process to use either an Environmental Assessment,
11 or a more comprehensive Environmental Impact Statement, to
12 collect data, evaluate impacts, review alternatives, and
13 propose project solutions; and

14 WHEREAS, One of the current rail projects being studied is
15 an Environmental Assessment of proposed improvements to the
16 Chicago-Milwaukee Intercity Passenger Rail Program estimated
17 to cost \$195 million along with increased annual operating
18 expenses to add three daily round trips to the Amtrak Hiawatha
19 service; and

20 WHEREAS, Several communities, including the Village of
21 Glenview and the City of Lake Forest, have expressed strong
22 concerns about this Environmental Assessment's lack of data and

1 missing analyses of potential impacts of, and alternatives to,
2 freight train holding tracks, noise, vibrations, releases into
3 the air to adjacent residential areas, hospital, schools, and
4 rare nature preserves; and

5 WHEREAS, It is in the public's best interest to fully
6 evaluate the benefits and impacts of rail projects in Illinois
7 prior to seeking public funding and agency permitting for such
8 projects; therefore, be it

9 RESOLVED, BY THE SENATE OF THE ONE HUNDREDTH GENERAL
10 ASSEMBLY OF THE STATE OF ILLINOIS, that in accordance with the
11 National Environmental Policy Act and, in support of
12 potentially impacted communities in Illinois, all proposed
13 Illinois rail projects with new freight train holding tracks
14 adjacent to residential areas, including the current
15 Chicago-Milwaukee Intercity Passenger Rail Program described
16 above, are urged to have full Environmental Impact Statement
17 reviews; and be it further

18 RESOLVED, That the Illinois Department of Transportation
19 is urged to pursue options to eliminate or minimize the routing
20 of bypass freight traffic through the Chicago metropolitan
21 area, including prioritizing the review and study of rail
22 bypass systems around Chicago that would ensure coastal rail
23 traffic not destined for Chicago could more efficiently bypass

1 the Chicago region and significantly reduce the negative
2 impacts of freight rail in the highest populated areas of
3 Illinois; and be it further

4 RESOLVED, That suitable copies of this resolution be
5 delivered to all members of the Illinois Congressional
6 Delegation and the Secretary of Transportation.

THE CITY OF LAKE FOREST

Principles, Conduct, and Procedures for Meetings and Activities

of the Members of the Lake Forest City Council and Staff

Draft June 28, 2018

The City Council, with the advice and recommendations of its appointed advisory Boards and Commissions, Lake Forest Citizens, and City Staff, is responsible for ordinances and regulatory oversight of the City government. The City Council is charged specifically with:

The power to pass, publish, amend and repeal all ordinances, rules and police regulations, not contrary to the constitution of the United States or this state for the good government, peace, and order of the City.

As prescribed in the City of Lake Forest charter:

The Mayor and Aldermen shall constitute the City Council of the City

The City Council includes the Mayor and eight Aldermen, two from each of the City's four wards. The Mayor is elected bi-annually for a two-year term and receives a token salary of \$10 per year. Aldermen are elected to staggered two-year terms, with one Alderman elected from each ward annually. Aldermen receive no compensation.

The City operates under the Council-Manager form of government and is a recognized Home Rule community under Illinois State Statutes. The City also operates under a City Charter. The City Manager is appointed by the Mayor with the consent of the City Council. The City Manager is the Chief Administrative Officer of the City and is responsible for the efficient administration of all departments.

I. Core Values

City Council members and City Staff must adhere to the following Core Values of the organization and apply them at all times and in every interaction with Council members, City Staff and the public:

- a. Respect and Fairness
- b. Integrity
- c. Excellence in Performance of Duties
- d. Honesty
- e. Empathy
- f. Trust

II. Principles

- a. All persons will be treated fairly and with respect.
- b. The long-term goal of the entire community outweighs any individual opinion or any private or specific interest.
- c. City Council members and City Staff will represent their constituents with truthfulness, dignity and professionalism.
- d. City Council members will be independent, impartial and fair in their judgment and actions, even when in disagreement on issues.
- e. All officials, whether elected or appointed, and City Staff, will comply with the Constitution and laws of the United States of America, the State of Illinois and the Code, ordinances and policies of the City of Lake Forest in the performance of their duties.
- f. All persons will demonstrate respect for and facilitate an open, deliberate decision-making process. City Council members and City Staff will respect the fact-finding and deliberations of the Boards and Commissions of the City and accord them due deference in the deliberative process, without abdicating the Council's ultimate responsibility as the sole legislative body of the City.
- g. City Council members and City Staff will represent the official policies and positions of the City. When presenting their personal opinions or positions, they should state that they do not represent the City Council or the City.
- h. All officials, whether elected or appointed, and City Staff, will act in a way that will enhance public confidence in the integrity of local government.
- i. Funding decisions should support effectiveness and economy in providing services and programs, while mindful of the number of citizens benefitting from such expenditures. As such, new initiatives should be quantified, qualified, and evaluated for their long-term merit and overall fiscal impact and other consequences to the community.

- j. City Council members and City Staff will maintain a productive working relationship by adhering to the following expectations and responsibilities inherent to the Council-Manager form of government:

CITY COUNCIL MEMBERS' EXPECTATIONS OF CITY STAFF

1. Responsiveness to citizenry
2. Respect for persons in elective and appointed office
3. Availability to discuss issues
4. Honesty in handling of public resources
5. Honest feedback on policy decisions and administration
6. Adherence to Council policy direction
7. Service delivery in the most effective and efficient manner
8. Provide up-to-date information to avoid "surprises"
9. Creativity in finding solutions
10. Adherence to the established Core Values of Respect, Integrity, Excellence, Honesty, Empathy and Trust

CITY STAFF EXPECTATIONS OF CITY COUNCIL MEMBERS

1. Exhibit respect for administrative and legal processes
2. Understand, appreciate and respect the past vision, goals, City policies and plans for the community
3. Respect the vision, goals and plans associated with that vision
4. Show mutual respect for City Staff members and their professionalism
5. Promote civility in all public discourse, both to and from City Council members, City Staff, and the public, and to show zero tolerance for abusive conduct or personal attacks upon the character or motives of public officials, City Staff or members of the public

6. Demonstrate honesty and integrity in interaction with City Staff and the public
7. Defer from temptations to micro-manage
8. Be prepared, engaged and knowledgeable about the issues before the City Council
9. Provide up-to-date information to avoid “surprises”

CITY COUNCIL MEMBERS' RESPONSIBILITIES TO CITY STAFF

1. Fair compensation and recognition of performance
2. Respect for the position and office and for them as individuals
3. Receptivity to input and dialogue
4. Availability
5. Clear direction of objectives and priorities
6. Necessary resources to complete tasks
7. Adequate preparation for City Council meetings
8. Provide a safe work environment that encourages productivity and creativity and is free of harassment, intimidation or retribution

CITY STAFF RESPONSIBILITIES TO CITY COUNCIL MEMBERS

1. Attention to detail
2. Mutual respect for one another, the City Council and the public
3. Honesty and integrity in interactions with the City Council and the public
4. Unbiased administration of policy decisions and adherence to established policies
5. Provide options and solutions for solving difficult problems
6. Creativity for constant improvement and maintaining best practices for service delivery

7. Provide up-to-date information to avoid “surprises”

CITY COUNCIL MEMBERS’ AND CITY STAFF RESPONSIBILITIES TO THE PUBLIC

1. Every member of the public should be accorded an ample opportunity to be heard and to have grievances redressed by his or her City government
2. Every member of the public should be accorded dignity both in public and private discourse related to City business
3. Every member of the public deserves to have their concerns replied to by their City government
4. Every member of the public has the right to expect their taxpayer dollars to be spent fairly, judiciously and only for the improvement of the civic welfare of the community following due public deliberations
5. Every member of the public should expect their government to treat them equitably and fairly

III. City Council Meetings

Meetings of the City Council bring together individuals with a variety of backgrounds, personalities, values, and opinions for a shared purpose: To effectively promote and protect the health, safety and general welfare of the citizens of Lake Forest for the long-term common good.

City council meetings are intended to make decisions that formally set municipal programs in motion, enact ordinances, adopt policy, and authorize the expenditure of city funds. This section discusses the conduct of meetings, preparation for meetings, rules of procedure, and encouragement of citizen participation.

a. Meeting Participation

In addition to the Mayor, who presides over City Council meetings, and the Aldermen, The City of Lake Forest Council meetings will typically include the City Clerk, the City Manager, and the City Attorney. Their specific meeting roles are:

1) Presiding Officer

The Mayor is the presiding officer of the City Council, and is responsible for ensuring that meetings are orderly, conducted in conformity with the rules of procedure, and

progress at an appropriate pace. The presiding officer is responsible for ensuring that council members and citizens have ample opportunity to express their views. The Mayor will recommend one of the Council members to act as presiding officer and to serve in the Mayor's absence.

The Mayor may vote only on matters in cases of a tie vote, or where $\frac{1}{2}$ of the Aldermen have voted in favor of an ordinance, resolution or motion even though there is no tie, or where a vote greater than a majority of the Corporate Authorities is required by statute. The Mayor may veto ordinances passed by the City Council, who, in turn, may override his or her veto by a $\frac{2}{3}$ vote of all Aldermen holding office.

2) The City Council as a Whole

The City Council will adhere to the City of Lake Forest "Decision-Making Parameters for City Council and Appointed Boards and Commissions" document, adopted by the City Council on June 18, 2018.

3) City Clerk

The City Clerk is the official record keeper. The Clerk is responsible for keeping the official minutes of council meetings. The Clerk's duties also include preparing and distributing the meeting agenda and minutes, keeping other records, preparing and processing correspondence and reports, and managing the city council office. The Clerk will typically make certain that all meetings are advertised in accordance with the Open Meetings Act.

4) City Manager and City Attorney

The City Manager and the City Attorney serve as resources at City Council meetings, whose responsibilities are set forth in the City Code.

IV. General Council Standards of Decorum and Conduct

The City of Lake Forest protocols and procedures for Council meetings have been established to promote that purpose by creating an efficient, effective forum and a positive and professional atmosphere within which the business of the City can be conducted. This shared purpose is acknowledged and affirmed, despite the possible divergent opinions of the individual members of the City Council. Civil discourse is

only fostered if it is modeled by how City Council members and City Staff behave toward one another and toward members of the public.

a. Mayor:

The Mayor has the responsibility and authority to manage the order of the meeting. All members must respect the decisions of the Mayor, who will respectfully manage public comment.

b. New Policy/Project Initiatives:

If a City Council member is interested in having the Council consider a new initiative (which may or may not require the expenditure of staff time), the matter must first be presented at a regular City Council meeting under "Comments from Council Members" following written notification to the Mayor and City Manager.

c. Civility:

City Council members should always be respectful of each other, of City Staff, and of the public. All oral discourse should be polite and civil. Members should never be belligerent, impertinent, threatening or disparaging and when appropriate, should use titles when addressing others. Comments of a personal nature should be avoided. Opinions and positions are more persuasive when expressed civilly.

d. Preparation for Meetings:

City Council members are to prepare for meetings in advance. When possible, background and informational questions should be addressed with City Staff members during working hours rather than during City Council meetings, unless the answers to such questions will have an educational value of broad and general applicability. Thorough preparation improves focus on policy matters and fosters effective, efficient meetings.

e. Focus on Business:

City Council members should keep focus on the matters of business before them, keeping in mind the principal role of the City Council is executory as policy makers rather than administrators. Discussion of matters not relevant to pending business should be avoided. Members should be respectful of the roles of others and should be good stewards of the time spent during City Council meetings.

f. Respect for City Staff:

City Council members should be respectful in every contact and communication with City Staff, recognizing the scope and weight of the City Staff's duties and responsibilities. Positive interactions with others promote greater achievement.

g. Respect for Speakers:

City Council members should be fair, patient, and respectful of all individuals who speak before, or make presentations to, the City Council at public meetings or public hearings. No signs of partiality, prejudice or disrespect should ever be evident on the part of any individual City Council member. Full attention should be given to speaker/presenters and side conversations should be kept to a minimum or not held at all. The City Council members should always be mindful that facial expressions and body language can be just as disrespectful as words. Making the public feel welcomed and heard is an important part of the democratic process.

h. Use of Electronic Technology during Meetings:

Electronic technology devices should be used by City Council members and Staff judiciously and only for purposes related to the meeting at hand. The use of such devices for personal/family situations is understood and should be handled in a manner which is not disruptive to the conduct of business.

V. Meeting Rules and Procedures

a. Parliamentary Procedure:

Meetings will be conducted following these rules of Protocols and Procedures. For all matters not governed by these rules, matters of the City Council will be governed by the most recent edition of Robert's Rules of Order. In the case of an inconsistency or conflict between these rules and Robert's Rules of Order, these rules will apply and control. If a matter is not covered by these rules, then Robert's Rules of Order will apply and control.

b. Questions of Order, Decisions:

All questions of order will be addressed to, and decided by, the Mayor. The Mayor will decide all questions of parliamentary procedure without debate. The decision of the Mayor may be appealed to the City Council by motion stating the question be appealed.

c. The Floor:

A City Council member will not speak until recognized by the Mayor, who will decide who has the floor. City Council members always should act to ensure the meeting is conducted in a smooth and orderly manner. City Council members will address all comments and discussions through the Mayor. All remarks should be addressed to the merits of the pending matter. Council members should not feel obligated to respond to any question or comment offered through public comment. City staff will follow up with the speaker within the next few business days.

d. Roll Call Votes:

A roll call vote of “ayes” and “nays” will be taken and recorded in the minutes of proceedings for all ordinances and for all resolutions or motions that create any liability against or obligation on the part of the City, or for the expenditure or appropriation of City money, and in all other instances where requests therefore are made by any City Council member.

e. Subsidiary Motions:

When a motion is pending before the City Council, no other motion will be considered except one of the following motions:

- 1) To adjourn
- 2) To lay on the table
- 3) To call the previous question, which, if seconded and approved by a 2/3 vote, will end debate on a topic
- 4) To postpone indefinitely
- 5) To postpone to a definite time
- 6) To amend the motion
- 7) To Adjourn: A motion to adjourn is always in order except when:
 - (i) A member is in possession of the floor
 - (ii) A motion on the main question is pending
 - (iii) A motion to reconsider is pending

f. Confidentiality:

City Council members will keep confidential all matters and documents discussed in Executive Session or otherwise designated as confidential. That confidentiality will be kept until the City Council has officially declared the matter or document no longer is confidential. To this end, minutes of Executive Sessions should be reviewed regularly to determine if they should be released to the public.

g. Public Participation

1) Public Comments:

Comments from petitioners, residents, neighboring jurisdictions, the media and guests may be made only when the applicable matter is on the agenda, or during the time on the agenda reserved for public comment, or with the recognition of the Mayor. Upon recognition by the Mayor, Council members may ask clarifying questions but should refrain from debate and argument.

2) Public Hearings:

During public hearings conducted by the City Council, members of the public will be permitted a reasonable opportunity to present relevant testimony and evidence during the public hearing. Interested parties will also be permitted the right to cross-examine witnesses upon request to the Mayor, in writing (on a form provided by the City) prior to the beginning of the hearing.

3) Rules Governing the Scope and Length of Comments:

The City Council may, from time to time, adopt specific rules governing public comment on those matters, provided that such rules be fairly and equally applied to all. Such rules may include, without limitation, requirements for time limits, rules of decorum, and the use of audio or video recording equipment; provided, however, that the use of audio or video recording equipment will not be prohibited. Further, the City Council may set an overall limit at any meeting on the time for public comments. In the absence of any specific rules, the following general rules will apply: Individual comments will be limited to one opportunity per person and to not more than four minutes. The Mayor may also request that speakers not repeat or reiterate what a previous speaker said.

4) Decorum:

No person may be discourteous, belligerent, impertinent, threatening, disparaging, or otherwise uncivil. The Mayor may limit the comments of any person who engages in such conduct. No person may continue to speak after the Mayor has taken the floor from that person.

- 5) **Questions and Statements from the Floor:**
All questions or statements from the floor must be directed to the Mayor. The City Council has no obligation to answer questions during public comment and may refer to staff to follow up with the speaker after the meeting.
- 6) **No Interruption of Speakers:**
No City Council member should interrupt a speaker during a presentation. The Mayor has the right to interrupt a speaker in order to enforce these or other applicable rules.
- 7) **Interruptions and Other Disturbances:**
No person should interrupt the proceedings of a City Council meeting, or public meeting, or cause any other form of disturbance or disruption. The Mayor reserves the right to close public comment if, after issuing a warning, audience members persist in cheering, booing or otherwise being disruptive.
- 8) **Enforcement:**
Any person violating the standards of process and decorum set forth in these rules may be removed from the City Council chamber and City Hall at the order of the Mayor.

VI. General Rules for City Council Member Conduct

- a. **Other Activities as City Representative:**
City Council members may not act as or represent the official spokesperson or representative of the City at any meeting, event, or forum unless and except when authorized in advance to do so by the City Council or the Mayor. This rule does not limit a City Council member from participating in informal or unofficial meetings so long as it is clear that the City Council member is participating individually and not directly on behalf of the City. City Council members are discouraged from attending any City Board or Commission meeting to advocate in favor of or in opposition to an issue, or on behalf of petitioners unless expressly disclosed and approved by the City Council. This type of activity can serve to pre-empt, and otherwise undermine, the work of the Board or Commission and its citizen volunteer members. Every statement and activity related to City business should be considered carefully, for all of them may have

an impact on the City.

b. Ex-parte Contacts: *MORE DISCUSSION NEEDED*

City Council members are wise to avoid situations that could give rise to claims of impropriety or that could mitigate the position of the City.

City Council members are discouraged from contacts with developers, contractors, petitioners or other individuals or public officials that have, or may have, official business with the City unless otherwise directed by the City Council. Such meetings, if conducted at all, should include a relevant member of the City Staff. At any such meeting, the City Council member must clearly show that he or she is acting individually and not as a representative of the City Council or the City. No confidential information of the City should be disclosed in any communication.

c. Improper Influence:

City Council members should refrain from using their positions to improperly influence the deliberations or decisions of City Staff, Boards, Commissions, or non-City Council subcommittees of the City.

d. Commitment of City Resources:

No City Council member should commit the use of City Staff or other City resource without first coordinating with the City Manager. City resources are limited, and the City Manager is best able to determine the proper allocation of City Staff time and other resources.

e. City Staff:

City Council members should not direct City Staff in the conduct of the duties performed by City Staff. If a City Council member wishes to discuss an operational or administrative matter, it should be discussed with a Department Head or the City Manager.

f. Employee Performance:

Any concerns by City Council members regarding the behavior or performance of City Staff will be directed to the City Manager privately and not shared with anyone other than the City Manager, Mayor or City Attorney.

VII. General Rules for City Staff Conduct

a. **Respect for City Council:**

City Staff should give the proper respect for the functions and membership of the City Council, recognizing the fiduciary duties and stewardship responsibilities borne by its members. City Staff should be open and forthright with the City Council about pending matters of policy and City administration. City Council members rely on the faithful counsel of the City Staff.

b. **Informed City Council:**

The office of the City Manager and all other City Departments, as appropriate, should keep the City Council informed on a timely basis regarding pending matters of policy and City administration. For each matter on which the City Council must act following a hearing before a Board or Commission of the City, the City Council will be provided with thorough information of the proceedings of that Board or Commission and any recommendation thereon. The report should include minority opinions, reports, and recommendations, if any. Good decision-making results from correct and timely information.

c. **Impartiality:**

Information that is provided to a member of the City Council in response to a request regarding pending matters of policy and administration should be made available to all members of the City Council so that all have equal access to relevant information.

d. **Responsiveness to City Council:**

City Staff should be prompt and thorough in following directions of the City Council and implementing policy decisions of the City Council. City Staff should act on such matters irrespective of personal opinions. The City Council relies on the City Staff to faithfully carry out City policy.

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, June 18, 2018
City Council Meeting - City Council Chambers

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

Present: Honorable Mayor Lansing, Alderman Beidler, Alderman Morris, Alderman Newman, Alderman Rummel, Alderman Reisenberg, Alderman Preschlack and Alderman Buschmann.

Absent: Alderman Moreno

Also present were: Robert Kiely, Jr., City Manager; Julie Tappendorf, City Attorney; Catherine Czerniak, Director of Community Development; Elizabeth Holleb, Director of Finance; Michael Thomas, Director of Public Works; Pete Siebert, Fire Chief; Manager; Karl Walldorf, Chief of Police; Susan Banks, Communications Manager; 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 6:30pm

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

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. CROYA- Ben Roemer, Scholarship Winner
-“Spirit of CROYA” Margot Martino Essay Contest

Mayor Lansing introduced CROYA Manager, Todd Nahigian. He gave an overview of recent events, service work, and the public private partnerships that are established with CROYA. Ben Roemer was unable to make the City Council meeting, Ryan Klein read the winning essay.

B. Consideration of a Joint Resolution of the City of Lake Forest, County of Lake and Lake County Partners Regarding the Enhancement of Commuter Rail Service in Lake County, IL

Mayor Lansing reported during recent discussions with Metra officials regarding proposed improvements along the MD-N Line as part of the Amtrak Hiawatha Environmental Assessment (“EA”), they emphasized the operational and financial benefits of a universal crossover, which was included in their May 18, 2018 letter to IDOT and WisDOT. Representatives from many of the major corporations in the area have met with Metra and Lake County officials to express their strong support for the installation of a universal crossover as well as potential adjustments to the existing train schedule on the line. The proposed Resolution is intended to initiate the creation of a public-private partnership to raise approximately \$4.7 million in funding for the universal crossover. This partnership would include Metra, IDOT, Canadian Pacific, the City, Lake County, Lake County Partners and multiple employers within a five mile radius of the Telegraph Road Station.

Mayor Lansing reported that since the introduction of the Sunrise Express reverse commuter rail service on the Metra Union Pacific North Line in April 2014, the City has been exploring opportunities to improve commuter service on the Metra Milwaukee District North Line. To date there is no southbound rail service

from the Telegraph Rd. station to the City of Chicago between the hours of 4:47pm and 7:59pm. This has been problematic for the corporate businesses located in Conway Office Park and surrounding area. The installation of a universal crossover north of the Telegraph Road Station will allow northbound Metra trains to “turn” and fill the service gap.

City Manager Robert Kiely reported that the Resolution will be presented to the Lake County Partners Board and the Lake County Board for their consideration and approval. Since the funding for this project was not contemplated until after FY19 budget had been prepared, it is too early in the process to know if the project would commence in FY19 or FY20. The project will not proceed until the funding has been secured. The lead time for ordering the crossover could be up to one-year. Further, the allocation of cost is still very much in flux. The conceptual division of cost is as follows: Public - \$2.0 million and Private - \$2.7 million.

The \$2 million of public funding would be split by Metra, IDOT, Canadian Pacific, City of Lake Forest and Lake County. The City would be tentatively committing up to \$500,000 or approximately 10% of the total project cost. A final funding commitment decision by the City Council would be required at a later date when other public and private parties have pledged their commitment and an Intergovernmental Agreement with Metra would need to be developed and entered into.

City Manager Kiely cleared confusion around the EA, stating that the crossover switch has nothing to do with the third track, and that the cross over switch was one of the ten projects improvements looked at as part of the Hiawatha Amtrak EA.

Russ Graich, of AbbVie, gave an overview of its presence in Lake County and the challenges in drawing young professionals, they and many others in the area face due to limited commuting options. Mr. Graich stated that 14 bus service routes are used to make rail commuting available to its employees, and explained that the limited service limits the “talent pool” in which they and others in the office park are able to pull from.

Mayor Lansing introduced Mr. Kevin Considine of Lake County Partners. Mr. Considine reported that in order to raise the economic vitality hundreds of businesses locate in Lake County each year to access young professionals. Young professionals look at transportation first when deciding to live in Lake County. Lake County Partners has reported on 1400 responses to a transportation survey that identifies a service /transportation gap.

The City Council had lengthy discussion on:
Metra’s willingness to change scheduling.
Metra’s openness to alternatives and not waiting on grant funding (TIGER GRANT).
The cost to Metra to cover the cost of \$40 million dollars to add another crew for service gaps.
The demand for the additional service.
Settlers Square economic development.
The Lake County talent pool.
Fundraising.
Keeping Lake Forest as a competitive location in which to live, work and play.
The universal crossover and how it relates to the EA

City Manager Robert Kiely and Mayor Lansing both reiterated that the Resolution was not an approval to spend money, rather that it would allow The City of Lake Forest to collaborate with the County, Lake County Partners, and Lake County Businesses to raise the necessary funding to add a universal crossover south of Rte. 60 in Lake Forest.

Mayor Lansing asked if there was anyone from the public who wanted to comment. David Rose, offered his opinion to the City Council on- failure of The City of Lake Forest government and failure of the Lake Forest Caucus, that the railroad is not consistent with the community.

Joanne Desmond, offered her opinion to the City Council on- concerns about the process of this topic, wanted previous discussion on this topic.

Mayor Lansing thanked them both for their comments.

Mayor Lansing asked for a motion.

COUNCIL ACTION: Approval of Joint Resolution Regarding the Enhancement of Commuter Rail Service in Lake County, IL.

Alderman Reisenberg made a motion for approval of Joint Resolution Regarding the Enhancement of Commuter Rail Service in Lake County, IL., seconded by Alderman Newman. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

COMMENTS BY CITY MANAGER

City Manager Kiely welcomed the new City Attorney, Julie Tappendorf.

COMMENTS BY CITY COUNCIL MEMBERS

FINANCE COMMITTEE

**A. Consideration of the Annual Appropriation Ordinance for FY2019 and Approval of Rollovers
(First Reading)**

Elizabeth Holleb, Finance Director, reported that this item will return to the Council with a public hearing on July 16. She reported that the City Council approved a comprehensive fiscal plan in May 2108 and while the Annual Municipal Budget represents the City's financial "plan" for expenditures over the course of the fiscal year, the annual Appropriation Ordinance is the formal legal mechanism by which the City Council authorizes the actual expenditures of funds budgeted in the annual budget. It appropriates specific sums of money by object and purpose of expenditures. State statutes require the passage of an Appropriation Ordinance by the end of July.

Ms. Holleb reported that the budget and Appropriation Ordinance do differ. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the May 7, 2018 City Council meeting. The Library expenses are approved by the Library Board. Debt service payments are included in the budget, but are excluded from the Appropriation Ordinance. The ordinances approving the debt issues serve as the legal authorization for these annual expenditures, additionally rollovers are items that were included in the prior year's budget and Appropriation Ordinance that either weren't started or completed.

Ms. Holleb stated the Appropriation Ordinance provides for a 10% "contingency" above the budgeted expenditures. Each separate fund includes an item labeled "contingency" with an appropriate sum equivalent to 10% of the total funds budgeted. This practice has been followed for more than thirty years and has worked very efficiently, while still providing for complete City Council control over budgeted expenditures.

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

COUNCIL ACTION: Approve first reading of the FY2019 Appropriation Ordinance (page 22) and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office. A public hearing will be conducted on July 16, 2018 in conjunction with second reading of the ordinance.

Alderman Morris made a motion to approve first reading of the FY2019 Appropriation Ordinance and the rollovers, seconded by Alderman Newman. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

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

Kim Reich offered her opinion to the City Council on- the withdrawal of a petition related to a berm in Oak Knoll Woodlands, flooding and reimbursement to the City for a sound expert.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the June 4, 2018 City Council Meeting Minutes
2. Approval of Engagement Letter dated June 11, 2018 with Victor Filippini
3. Consideration and Approval of the Prevailing Wage Resolution as required by State Statutes
4. Approval of an agreement to maintain Membership in Northeastern Illinois Regional Crime Laboratory (NIRCL) and Authorizing Payment of the FY2019 Membership Fees.
5. Authorization to Issue Reimbursement for City Work Costs Related to Clean-up of the City's Former Municipal Services Site
6. Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)
7. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)
8. Consideration of an Ordinance Conveying Certain Surplus Real Estate Owned by the City to the Park Lane Home Owners' Association (First Reading and if Desired by the City Council, Final Approval)

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

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. Seeing none, Mayor Lansing asked for a motion to approve the eight (8) Omnibus items as presented.

Alderman Beidler made a motion to approve the eight (8) Omnibus items as presented, seconded by Alderman Rummel. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

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

ORDINANCES

1. Consideration of an Ordinance Amending Sections 94.15 through 94.21, titled “Open Fires” of the City Code (First Reading)

Catherine Czerniak, Director of Community Development, gave an overview of the proposed changes that give priority to life safety, while at the same time, providing some latitude for open fires, within the City limits, for recreational, ceremonial and natural area maintenance purposes. In summary, the amendments permit open fires on residential properties with some limitations.

Open fires are permitted on residential properties of 60,000 square feet or larger under the following conditions:

- Conformance with established setbacks from structures and property lines.
- Dry, seasoned wood is used for fuel; no burning of trash, leaves or other debris.
- The fire is attended constantly until extinguished.
- Fire extinguishing equipment or material is nearby.

Fires in portable, covered outdoor fire pits or containers are permitted on residential properties of any size under similar conditions as those noted above.

Fires not meeting the above conditions may still be permitted subject to review by the Fire Chief and the issuance of required permits.

Pete Siebert, Fire Chief reported that the permit, fines and processes are not efficient, and that the proposed language would be effective.

The City Council had discussion on enforcement.

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: Grant first reading of an Ordinance amending Sections 94.15 through 94.21, titled “Open Fires” of the City Code.

Alderman Preschlack made a motion to Grant first reading of an Ordinance amending Sections 94.15 through 94.21, titled “Open Fires” of the City Code, seconded by Alderman Newman. Motion carried unanimously by voice vote.

2. Consideration of Two Recommendations Related to Construction of a Hyatt Place Hotel, in Conway Park. (Waive First Reading of an Ordinance and if Desired by the City Council, Grant Final Approval and if Desired by the City Council, Approve a Resolution by Motion)

Catherine Czerniak, Director of Community Development, reported that this is a recommendation from the Building Review Board in support of the design aspects of a Hyatt Place Hotel proposed for construction in Conway Park. In 1993 when the property along the Route 60 Corridor near the Tollway was annexed, a framework was put in place to support development of the area with a first-class corporate office park and supporting ancillary uses. Today, Conway Park, along with the office buildings located on the south side of Route 60, is home to many corporate headquarters reflecting that early vision. The business park is nearly built out with 13 office buildings of various sizes. A hotel is a permitted use in Conway Park and a hotel was

always envisioned along the Route 60 Corridor to serve businesses, residents and visitors. A Hyatt Place Hotel is proposed on one of the last remaining vacant parcels in Conway Park. The Hotel will include 158 rooms, meeting rooms, a fitness center, pool and small restaurant.

Earlier this year and over the course of two meetings, the Building Review Board considered a request for approval of the design aspects of the proposed Hyatt Place Hotel. At the Board's request, the details of the design, exterior materials and overall site plan were refined after the first meeting and enhanced plans were presented to the Board for a final recommendation at the March, 2018 meeting that included landscape, lighting and signage.

Ms. Czerniak reported that the Council is also asked to consider a limited-term financial incentive package for the hotel to support the following goals: 1) to provide a hotel, as an amenity in Conway Park in response to requests from current corporate tenants of the Park; 2) to meet the needs of residents and visitors who currently seek lodging outside of the community; and 3) to expand on and diversify commercial development within the City. A vibrant Route 60 Corridor is consistent with the community goals identified in the City's recently updated Strategic Plan. The Business and Economic Vitality Chapter of the Plan states that the City "will use economic development tools" to engage property owners, take advantage of opportunities and overcome challenges in achieving desired development. The Plan specifically speaks to working with entrepreneurs and employers who complement the City's long-term economic vision in order to establish and maintain an appropriate balance between the residential and commercial tax bases in the community. The Plan also directs that the City will engage in proactive economic development efforts to attract key businesses in commercial corridors. Council consideration of an incentive package to achieve development of a hotel in the Route 60 Corridor, is consistent with the directives in the Strategic Plan.

In February, 2018, with the approval of the City Council, Michael Tobin, CBRE, was engaged to assist the City in considering the request for financial incentives. Mr. Tobin and his colleagues worked with the Mayor, Finance Committee Chairman, City Attorney and City staff to assure that the right questions were asked of the developer, complete information obtained and a thorough analysis conducted of both the short-term and long-term benefits of the proposed hotel development to the overall community.

City Manager, Robert Kiely gave an overview of the financial benefits the City will realize in the short-term, and over the longer term, as a result of the proposed Hyatt Place

The City Council had lengthy discussion on the following:
Impressed by the analysis of City staff and Michael Tobin.
How common this type of negotiation is in the Hotel industry.
The incentive package as a whole.
Vibrancy to the west side of town.
The stability of the project.

Mr. Purinton spoke on behalf of Janko Group, on the market demand for the project and answered questions of the Council relating to risk and where their data comes from.

The City Council continued discussion on the following:
Structure and scale.
Signage facing the tollway.
Deerpath Inn and no incentives.
Franchise and management.
Remodeling schedule.
Possibilities for the additional acreage for development in the future.

Since there were late changes to the Resolution, action on approval will be tabled and the Council will hear first reading only of the Building Review Board Ordinance.

These items will be back in front of the Council at its July 2 meeting.

Mayor Lansing asked if there was anyone from the public who wanted to comment on the topic. Seeing none, he asked for a motion for first reading only.

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

- 1. Waive first reading and grant final approval of the Ordinance in accordance with the Building Review Board's recommendation.**

Alderman Morris made a motion to approve first reading of the Ordinance in accordance with the Building Review Board, seconded by Alderman Buschmann. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

- 2. Approve a Resolution by Motion, directing the City Manager and Attorney Victor Filippini to finalize an Agreement with Janko LLC, substantially in conformance with the Term Sheet presented to the City Council, and authorize the Mayor to enter into the Agreement on behalf of the City.**

This portion will be tabled until the July 2 City Council meeting.

NEW BUSINESS

- 1. Approval for the Friends of Lake Forest Parks and Recreation Foundation to change the venue of their annual Oktoberfest event to City Hall, 220 E. Deerpath Rd.**

Rick Amos of the Friends of Lake Forest Park and Recreation Foundation reported that the Friends of Lake Forest Park and Recreation Foundation is requesting approval to move their annual Oktoberfest Fundraising event from the Lake Forest Recreation Center, 400 Hastings Rd, Lake Forest, IL to City Hall, 220 E. Deerpath, Lake Forest, IL.

The Foundation has hosted Oktoberfest events in 2016 and 2017 at the Recreation Center, 400 Hastings Rd. After flooding rains in 2016, the Foundation moved their event from the grass fields to the parking lot south of the Fitness Center at the Recreation Center. After the 2017 event, a suggestion was made to move Oktoberfest into a more central location in the heart of the City of Lake Forest to create an open, welcoming community event that is accessible to all.

After discussions with the Foundation Board, Staff, and representatives from the Police and Fire Departments it was determined that moving Oktoberfest to the City Hall parking lot location would be good for the event allowing to double the size of the tent, residents, the Foundation, Parks and Recreation, and the City.

Currently, the Foundation hosts the Annual Tree Lighting Ceremony in Market Square. Since the Foundation has taken over the logistics for the Tree Lighting celebration, the community has seen an increase in activities and participation throughout the event. The Foundation also supports the Concerts in the Square activities throughout the summer months. Mr. Amos thanked all the staff who are part of the success of each of their events.

The City Council had discussion on the date and time (September 22, 5-10 pm), benefit to the merchants, parking, parking lot use and comfort stations.

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

COUNCIL ACTION: Approval for the Friends of Lake Forest Parks and Recreation Foundation to change the venue of their annual Oktoberfest event to City Hall, 220 E. Deerpath Rd.

Alderman Rummel made a motion for the approval for the Friends of Lake Forest Parks and Recreation Foundation to change the venue of their annual Oktoberfest event to City Hall, 220 E. Deerpath Rd, seconded by Alderman Buschmann. Motion carried unanimously by voice vote.

2. Adoption of Decision Making Parameters

Mayor Lansing reported that he and Alderman Beidler combined all the input into the document and the final draft is presented this evening. Additionally the Decision Making Parameters will be at the end of each City Council packet, and viewed/renewed on an annual basis. Alderman Beidler added that these Parameters will also apply to all Boards and Commissions.

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

COUNCIL ACTION: Approval of the Proposed Decision Making Parameters

Alderman Reisenberg made a motion to approve the Proposed Decision Making Parameters, seconded by Alderman Newman. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

8. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

Alderman Morris reported on "Safety Town" that was recently held at Gorton .Alderman Buschmann reported on the "Meet the Fleet" event. Both Alderman thanked staff for their work.

Mayor Lansing reported there will be no further business following executive session. Mayor Lansing asked for a motion.

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

Alderman Rummel made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c), (1), The City Council will be discussing personnel, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

Adjournment into Executive Session at 9:13pm

Reconvene into Regular Session at 9:40pm

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION
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ADJOURNMENT

There being no further business Mayor Lansing asked for a motion. Alderman Buschmann made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 9:41 pm

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.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018 - ____

AN ORDINANCE AMENDING SECTIONS 94.15 THROUGH 94.22 - "OPEN FIRES"
OF THE CITY CODE

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

WHEREAS, from time to time it is appropriate to review, update and modify the City Code of Lake Forest (the "**City Code**") to assure that it appropriately reflects current practices, is clear, and reasonably provides for the enjoyment of the residents; and

WHEREAS, the current City Code provisions prohibit open burning generally, unless a permit is obtained from the Fire Chief; and

WHEREAS, in response to residents' requests for some flexibility, reasonableness and clarity with respect to open fires; City staff undertook a review of the Code provisions relating to "Open Fires" in the context of current practices, relevant Code provisions in the National Fire Code, the development pattern in the community, and past experience with open fires in the community; and

WHEREAS, the health and life safety of the residents and visitors to the community is of utmost importance and establishing clear parameters under which limited open fires may occur is appropriate to protect the general welfare of the community; and

WHEREAS, the City has determined that allowing open fires under certain limited conditions is reasonable and will allow for enjoyment on residential properties, the opportunity for unique recreational and ceremonial experiences in the larger community and support proper maintenance of natural areas; and

WHEREAS, the Mayor and City Council, having considered the recommendation from City staff, have determined that adopting this Ordinance and amending Sections

94.15 through 94.22 relating to open fires as hereinafter set forth, will be in the best interests of the City and its residents;

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

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

SECTION TWO: **Amendment to Sections 94.15 through 94.22.** Sections 94.15 through 94.22, entitled "Open Fires", of the City Code are hereby amended and shall hereafter be and read as reflected in Exhibit A which is attached hereto and made a part hereof.

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

Passed this ____ day of ____, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this ____ day of ____, 2018

Mayor

ATTEST:

City Clerk

OPEN FIRES

§ 94.15 DEFINED.

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

OPEN FIRE. An intentionally ignited bonfire, grass fire or other similar burning conducted by any person or persons in the open air or in an incinerator or similar device, where from the flame, smoke, burning embers or ash enter or discharge into the open air. (Prior Code, § 16-23) (Ord. 01-24, passed 7-19-2001)

§ 94.16 PROXIMITY TO BUILDINGS.

It shall be unlawful to build, ignite or maintain any open fire in such a way, or so close to any building or other structure, as to endanger such building or structure. (Prior Code, § 16-24) (Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

§ 94.17 This section reserved for future use.

§ 94.18 IN STREETS, ALLEYS, SIDEWALKS AND THE LIKE.

It shall be unlawful to build, ignite or maintain any open fire or to burn leaves, trash, rubbish or any other substances on any street or alley pavement, or on any vehicle parking area, paved area, sidewalk, curb or gutter within the city limits, except as hereinafter set forth in § 94.20. (Prior Code, § 16-26) (Ord. 1642, passed 11-15-1986; Ord. 97-7, passed 3-20-1997; Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

§ 94.19 PROHIBITION.

It shall be unlawful to build, ignite or maintain any open fire at any place within the city except as hereinafter provided.

(Prior Code, § 16-27) (Ord. 97-7, passed 3-20-1997; Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

(A) Exception – Open Fires are permitted in accordance with all of the following standards, no permit is required.

1. On property zoned for residential use on lots of 60,000 square feet or larger; and
2. the site of the Open Fire is located at least 50 feet from all structures and no conditions exist that could cause a fire to spread to within 50 feet of a structure; and
3. the Open Fire is located outside of the applicable zoning setback; and
4. the Open Fire is constantly attended until the fire is extinguished; and

5. dry, seasoned wood is used for fuel, no burning of trash, leaves or other debris is permitted; and
 6. a minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire extinguishing equipment or materials, such as sand, water barrel, garden hose or water truck, shall be available for immediate utilization.
- (B) Exception – Portable, outdoor fire places or containers are permitted in accordance with all of the following standards, no permit is required.
1. On property zoned for residential use; and
 2. the fire place or container is located at least 20 feet from all structures and property lines; and
 3. the fireplace or container is covered to contain burning embers and ash; and
 4. the fire is constantly attended until the fire is extinguished; and
 5. dry, seasoned wood is used for fuel, no burning of trash, leaves, or other debris is permitted.
- (C) Exception – Outdoor fireplaces constructed in accordance with approved plans and a permit issued by the city, no permit is required.

§ 94.20 PERMIT REQUIRED.

(A) The Fire Chief may grant a permit to build, ignite or maintain an open fire for the purpose of burning leaves or other landscape material for natural area management purposes and for recreational or ceremonial purposes.

(B) An application for such permits shall be filed with the Office of the Fire Chief on a form provided by the City.

(C) The City Manager and Fire Chief shall establish open burning standards and guidelines which impose reasonable conditions upon each permit including, but not limited to, a limitation of time, place and duration and a requirement of insurance.

(Prior Code, § 16-28) (Ord. 1462, passed 10-13-1984; Ord. 97-7, passed 3-20-1997; Ord. 01-24, passed 7-19-2001)

§ 94.21 AUTHORITY TO REQUIRE EXTINGUISHMENT.

(A) The Fire Chief, Police Chief, City Manager, or their authorized representatives shall have the authority to direct and require that any fire within the city be extinguished immediately, when, in their opinion, such open fire creates a hazard to property or persons or constitutes a violation of this subchapter.

(B) Failure to obey such an order or directive, whether delivered orally or otherwise, shall be deemed to constitute a violation of this subchapter.

(Prior Code, § 16-29) (Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

§ 94.22 PARKS AND LAKEFRONT FACILITIES

It shall be unlawful to build, ignite or maintain any open fire in City parks or Lakefront facilities except as hereinafter set forth.

- |
- (A) Fires are permitted in masonry fireplaces in park pavilions and in permanently affixed grills, no permit is required.
 - (B) Recreational or ceremonial fires in established fire rings only upon issuance of permits from the Fire Chief or the Chief's authorized representative *and* the Director of Parks, Recreation and Forestry, or the Director's authorized representative.

(Prior Code, § 16-30) (Ord. 01-24, passed 7-19-2001)

OPEN FIRES

§ 94.15 DEFINED.

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

OPEN FIRE. An intentionally ignited bonfire, grass fire or other similar burning conducted by any person or persons in the open air or in an incinerator or similar device, where from the flame, smoke, burning embers or ash enter or discharge into the open air. (Prior Code, § 16-23) (Ord. 01-24, passed 7-19-2001)

§ 94.16 PROXIMITY TO BUILDINGS.

It shall be unlawful to build, ignite or maintain any open fire in such a way, or so close to any building or other structure, as to endanger such building or structure. (Prior Code, § 16-24) (Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

§ 94.17 ~~WITHIN FIRE LIMITS.~~ This section reserved for future use.

~~It shall be unlawful to build, ignite or maintain any open fire within the fire limits of the city, as defined in § 163, Article XVII, Chapter I of the Building Code of Lake Forest of 1931, as amended by ordinance passed and approved February 7, 1955, except by express permission of the Fire Chief or his or her duly authorized representative. (Prior Code, § 16-25) (Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99~~

§ 94.18 IN STREETS, ALLEYS, SIDEWALKS AND THE LIKE.

It shall be unlawful to build, ignite or maintain any open fire or to burn leaves, trash, rubbish or any other substances on any street or alley pavement, or on any vehicle parking area, paved area, sidewalk, curb or gutter within ~~of~~ the city limits, except as hereinafter set forth in § 94.2220.

(Prior Code, § 16-26) (Ord. 1642, passed 11-15-1986; Ord. 97-7, passed 3-20-1997; Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

§ 94.19 PROHIBITION.

It shall be unlawful to build, ignite or maintain any open fire at any place within the city except as hereinafter provided.

(Prior Code, § 16-27) (Ord. 97-7, passed 3-20-1997; Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99

(A) Exception – Open Fires are permitted in accordance with all of the following standards, no permit is required.

1. On property zoned for residential use on lots of 60,000 square feet or larger;
and

2. the site of the Open Fire is located at least 50 feet from all structures and no conditions exist that could cause a fire to spread to within 50 feet of a structure; and
 3. the Open Fire is located outside of the applicable zoning setback; and
 4. the Open Fire is constantly attended until the fire is extinguished; and
 5. dry, seasoned wood is used for fuel, no burning of trash, leaves or other debris is permitted; and
 6. a minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire extinguishing equipment or materials, such as sand, water barrel, garden hose or water truck, shall be available for immediate utilization.
- (B) Exception – Portable, outdoor fire places or containers are permitted in accordance with all of the following standards, no permit is required.
1. On property zoned for residential use; and
 2. the fire place or container is located at least 20 feet from all structures and property lines; and
 3. the fireplace or container is covered to contain burning embers and ash; and
 4. the fire is constantly attended until the fire is extinguished; and
 5. dry, seasoned wood is used for fuel, no burning of trash, leaves, or other debris is permitted.
- (C) Exception – Outdoor fireplaces constructed in accordance with approved plans and a permit issued by the city, no permit is required.

§ 94.20 SPECIAL PERMIT REQUIRED.

(A) The ~~City Manager and~~ Fire Chief may grant a ~~special~~ permit to build, ignite or maintain an open fire for the purpose of burning leaves or other landscape material for natural area management purposes and for recreational or ceremonial purposes.

(B) An application for such permits, shall be filed with the Office of the Fire Chief on a form provided by the City ~~in writing and addressed to the City Manager.~~

(C) The City Manager and Fire Chief shall establish open burning standards and guidelines which impose reasonable conditions upon each permit including, but not limited to, a limitation of time, place and duration and a requirement of insurance.

(Prior Code, § 16-28) (Ord. 1462, passed 10-13-1984; Ord. 97-7, passed 3-20-1997; Ord. 01-24, passed 7-19-2001)

§ 94.21 AUTHORITY TO REQUIRE EXTINGUISHMENT.

(A) The Fire Chief, Police Chief, City Manager ~~the Director of Public Services, or~~ their authorized representatives ~~or any police officer of the city, acting individually or collectively;~~ shall have the authority to direct and require that any fire within the city be extinguished immediately, when, in their opinion, such open fire creates a hazard to property or persons or constitutes a violation of this subchapter.

(B) Failure to obey such an order or directive, whether delivered orally or otherwise, shall be deemed to constitute a violation of this subchapter.

(Prior Code, § 16-29) (Ord. 01-24, passed 7-19-2001) Penalty, see § 94.99


§ 94.22 ~~IN PARKS AREAS AND LAKEFRONT FACILITIES:~~

~~The restrictions set forth above shall apply to open fires built, ignited or maintained in the duly designated areas in the parks of the city, in accordance with parks rules and regulations or with the permission of the Superintendent of Parks.~~

It shall be unlawful to build, ignite or maintain any open fire in City parks or Lakefront facilities except as hereinafter set forth.

- (A) Fires are permitted in masonry fireplaces in park pavilions and in permanently affixed grills, no permit is required.
- (B) Recreational or ceremonial fires in established fire rings only upon issuance of permits from the Fire Chief or the Chief's authorized representative and the Director of Parks, Recreation and Forestry, or the Director's authorized representative.

(Prior Code, § 16-30) (Ord. 01-24, passed 7-19-2001)

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Lake Forest	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 11-00091-00-CH	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-257-18	DY7W(6118)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Everett Road Route FAU 1248 Length 0.25 mi.
Termini At IL Rt. 43

Current Jurisdiction LPA / STATE TIP Number 10-17-0016 Existing Structure No N/A

Project Description

Resurfacing and reconstruction of Everett Road

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	262,981	(*)	()	65,745	(BAL)	328,726
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 262,981			\$ 65,745		\$ 328,726

*Maximum FHWA (STU) participation 80% not to exceed \$262,981.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---**LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map.

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Robert Lansing

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005960 conducting business as a Governmental
Entity.

DUNS Number 070160429

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

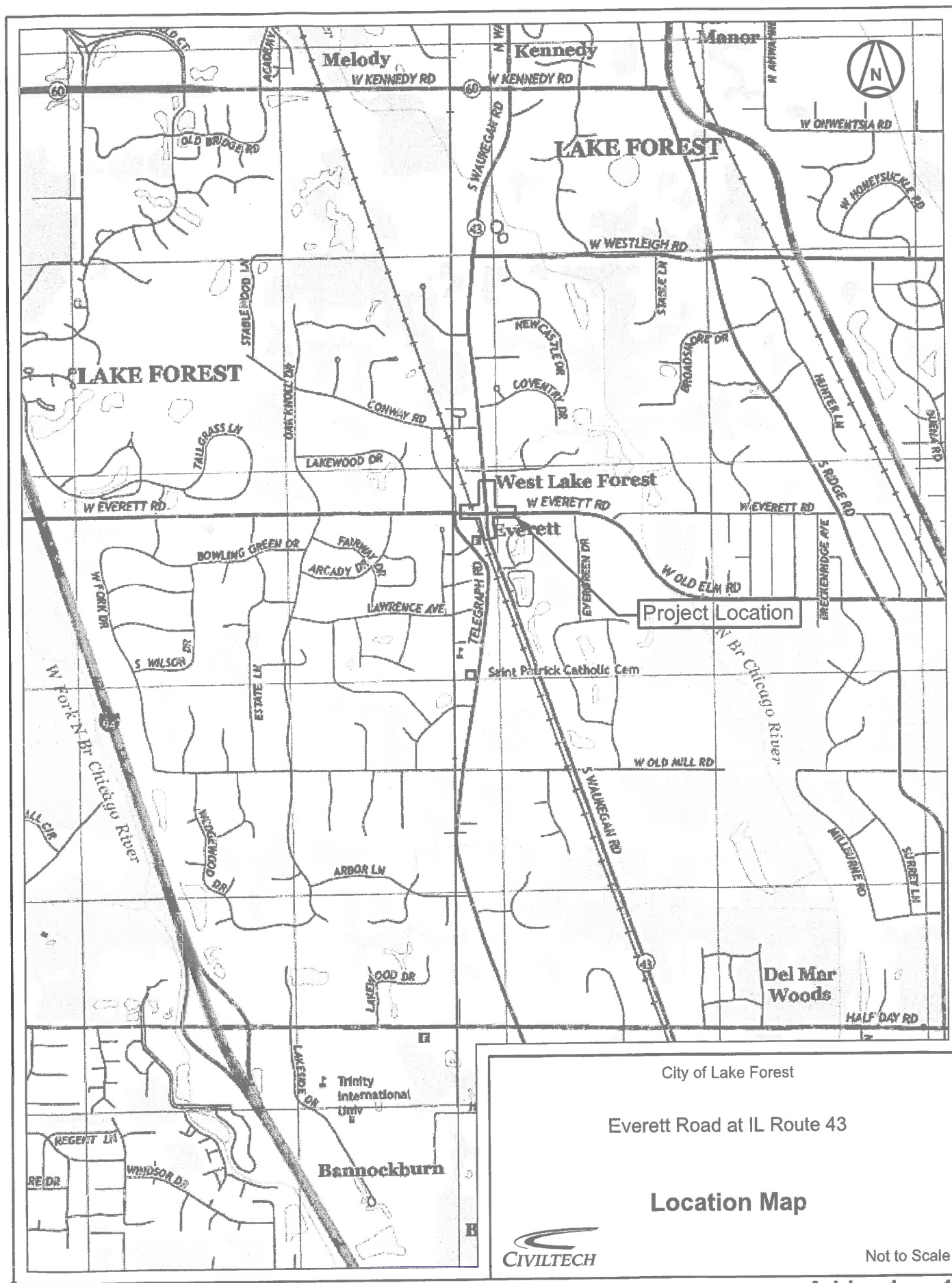
Phil Kaufmann, Acting Chief Counsel


Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an **APPOINTED** official, a resolution authorizing said appointed official to execute this agreement is required.



Local Public Agency	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
City of Lake Forest			Civiltech Engineering, Inc.
County Lake			Address 2 Pierce Place, Suite 1400
Section 11-00091-00-CH			City Itasca
Project No. DY7W(6118)			State IL
Job No. D-91-257-18			Zip Code 60143
Contact Name/Phone/E-mail Address Robert Ells 847.810.3555 EllsR@cityoflakeforest.com			Contact Name/Phone/E-mail Address Jonathan R. Vana, P.E. 630.735.3382 ivana@civiltechinc.com

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

Project Description

Name Everett Road Route FAU 1248 Length 0.25 mi Structure No. N/A
Termini At IL Route 43

Description Phase II engineering services for the Everett Road at IL Route 43 improvements within the City of Lake Forest, including roadway and drainage design, preparation of contract documents, special provisions, and estimates. Services will also include topographic survey, geotechnical services, Preliminary Site Investigation and CCDD services, and railroad coordination.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 550 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☒ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

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

☐ With Retainage

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

☒ Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:		TIN Number	Agreement Amount
Civiltech Engineering, Inc.		36-3606666	\$214,189.70
Sub-Consultants:		TIN Number	Agreement Amount
Midland Standard Engineering and Testing, Inc.		20-2435502	\$14,270.00
Jorgensen & Associates Inc.		36-3668574	\$49,128.45
Huff & Huff Inc.		36-3044842	\$23,738.28
T Engineering		36-2765336	\$6,600.00
Santacruz Land Acquisitions		36-3851733	\$20,800.00
		Sub-Consultant Total:	\$114,536.73
		Prime Consultant Total:	\$214,189.70
		Total for all Work:	\$328,726.43

Executed by the LPA:

City of Lake Forest

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Civiltech Engineering, Inc.

By:  _____

By:  _____

Title: Vice President

Title: PRESIDENT

Exhibit A - Preliminary Engineering

Route: Everett Road
 Local Agency: City of Lake Forest
 Section: 11-00091-00-CH
 Project: D-91-257-18
 Job No: DY7W(618)

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	1.1656
Complexity Factor (R)	0.000
Calendar Days	550

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.5(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

See Exhibit A-1 for Scope of Services

See Exhibit A-2 for a detailed Workhour Estimate.

See Exhibit A-3 for detailed Services by Others and In-House Direct Costs.

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Data Collection and Early Coordination									
	Senior Project Manager	2	\$ 71.88	\$ 143.76	\$ 167.57	\$ 46,607.46	\$ -	\$ -	\$ 46,607.46
	Project Manager	7	\$ 56.62	\$ 396.34	\$ 461.67			\$ 45.14	\$ 366.47
	Engineer V	22	\$ 43.58	\$ 958.76	\$ 1,117.53			\$ 124.46	\$ 982.77
	Engineer III	0	\$ 31.96	\$ -	\$ -			\$ 301.06	\$ 2,377.35
	Engineer I	0	\$ 28.94	\$ -	\$ -			\$ -	\$ -
	Engineer V (Signals)	4	\$ 43.58	\$ 174.32	\$ 203.19			\$ -	\$ -
	Engineer IV(Lighting)	6	\$ 38.30	\$ 229.80	\$ 267.85			\$ 54.74	\$ 432.25
	Resident Engineer IV	0	\$ 41.88	\$ -	\$ -			\$ 72.16	\$ 569.81
Preliminary (65%) Engineering									
	Senior Project Manager	4	\$ 71.88	\$ 287.52	\$ 335.13	\$ 67,839.27	\$ 21,612.00	\$ -	\$ 89,451.27
	Project Manager	59	\$ 56.62	\$ 3,340.58	\$ 3,893.78			\$ 60.28	\$ 712.04
	Engineer V	120	\$ 43.58	\$ 5,229.60	\$ 6,095.62			\$ 1,048.98	\$ 8,283.34
	Engineer III	152	\$ 31.96	\$ 4,857.92	\$ 5,662.39			\$ 1,642.10	\$ 12,967.38
	Engineer I	247	\$ 28.94	\$ 7,148.18	\$ 8,331.02			\$ 1,525.45	\$ 12,045.76
	Engineer V (Signals)	58	\$ 43.58	\$ 2,527.64	\$ 2,946.22			\$ 2,244.61	\$ 17,724.71
	Engineer IV(Lighting)	110	\$ 38.30	\$ 4,213.00	\$ 4,610.67			\$ 793.71	\$ 6,267.57
	Resident Engineer IV	0	\$ 41.88	\$ -	\$ -			\$ 1,322.93	\$ 10,446.61
Pre-Final (90%) Plans, Special Provisions and Estimates									
	Senior Project Manager	30	\$ 71.88	\$ 2,156.40	\$ 2,513.50	\$ -	\$ 556.00	\$ -	\$ 556.00
	Project Manager	61	\$ 56.62	\$ 3,453.82	\$ 4,025.77			\$ 677.14	\$ 5,347.04
	Engineer V	176	\$ 43.58	\$ 7,670.08	\$ 8,940.25			\$ 1,084.54	\$ 6,564.13
	Engineer III	60	\$ 31.96	\$ 2,205.24	\$ 2,570.43			\$ 2,408.50	\$ 19,016.82
	Engineer I	162	\$ 28.94	\$ 5,267.08	\$ 6,130.31			\$ 692.47	\$ 5,468.14
	Engineer V (Signals)	134	\$ 43.58	\$ 5,839.72	\$ 6,806.78			\$ 1,653.93	\$ 13,060.31
	Engineer IV(Lighting)	92	\$ 38.30	\$ 3,523.60	\$ 4,107.11			\$ 1,833.74	\$ 14,480.24
	Resident Engineer IV	18	\$ 41.88	\$ 753.84	\$ 878.05			\$ 1,106.45	\$ 8,737.16
								\$ 210.41	\$ 1,661.54

Preliminary Engineering Cost Estimate of Consultant's Services
 Exhibit A
 Page 6 of 9

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Final (100%) Plans, Special Provisions and Estimates									
	Senior Project Manager	8	\$ 71.88	\$ 575.04	\$ 670.27	\$ -	\$ 598.00	\$ -	\$ 598.00
	Project Manager	16	\$ 56.82	\$ 905.92	\$ 1,055.04			\$ 180.57	\$ 1,425.88
	Engineer V	24	\$ 43.58	\$ 1,045.92	\$ 1,219.12			\$ 284.47	\$ 2,246.33
	Engineer III	32	\$ 31.98	\$ 1,022.72	\$ 1,102.08			\$ 328.43	\$ 2,593.48
	Engineer I	48	\$ 28.04	\$ 1,369.12	\$ 1,619.16			\$ 321.15	\$ 2,535.95
	Engineer V (Signals)	50	\$ 43.58	\$ 2,179.00	\$ 2,539.64			\$ 436.20	\$ 3,444.48
	Engineer IV(Lighting)	24	\$ 36.30	\$ 919.20	\$ 1,071.42			\$ 684.23	\$ 5,403.07
	Resident Engineer IV	4	\$ 41.88	\$ 167.52	\$ 195.26			\$ 288.84	\$ 2,279.26
								\$ 52.80	\$ 415.38
Project Administration, Coordination and Permits									
	Senior Project Manager	4	\$ 71.88	\$ 287.52	\$ 335.13	\$ -	\$ -	\$ -	\$ -
	Project Manager	63	\$ 56.82	\$ 3,567.06	\$ 4,157.77			\$ 90.28	\$ 712.84
	Engineer V	70	\$ 43.58	\$ 3,050.60	\$ 3,555.78			\$ 1,120.10	\$ 8,644.02
	Engineer III	20	\$ 31.98	\$ 639.20	\$ 745.05			\$ 957.93	\$ 7,564.30
	Engineer I	40	\$ 28.04	\$ 1,157.60	\$ 1,349.30			\$ 200.72	\$ 1,584.97
	Engineer V (Signals)	0	\$ 43.58	\$ -	\$ -			\$ 363.50	\$ 2,870.40
	Engineer IV(Lighting)	0	\$ 36.30	\$ -	\$ -			\$ -	\$ -
	Resident Engineer IV	0	\$ 41.88	\$ -	\$ -			\$ -	\$ -
Totals		1954		\$ 77,199.88	\$ 89,984.16	\$ 114,536.73	\$ 22,764.00	\$ 24,241.68	\$ 326,726.43

Preliminary Engineering Cost Estimate of Consultant's Services
Exhibit A
Page 7 of 9

Prepared by: Civitech Engineering, Inc.,

BLR 05610 (Rev. 11/09/17)

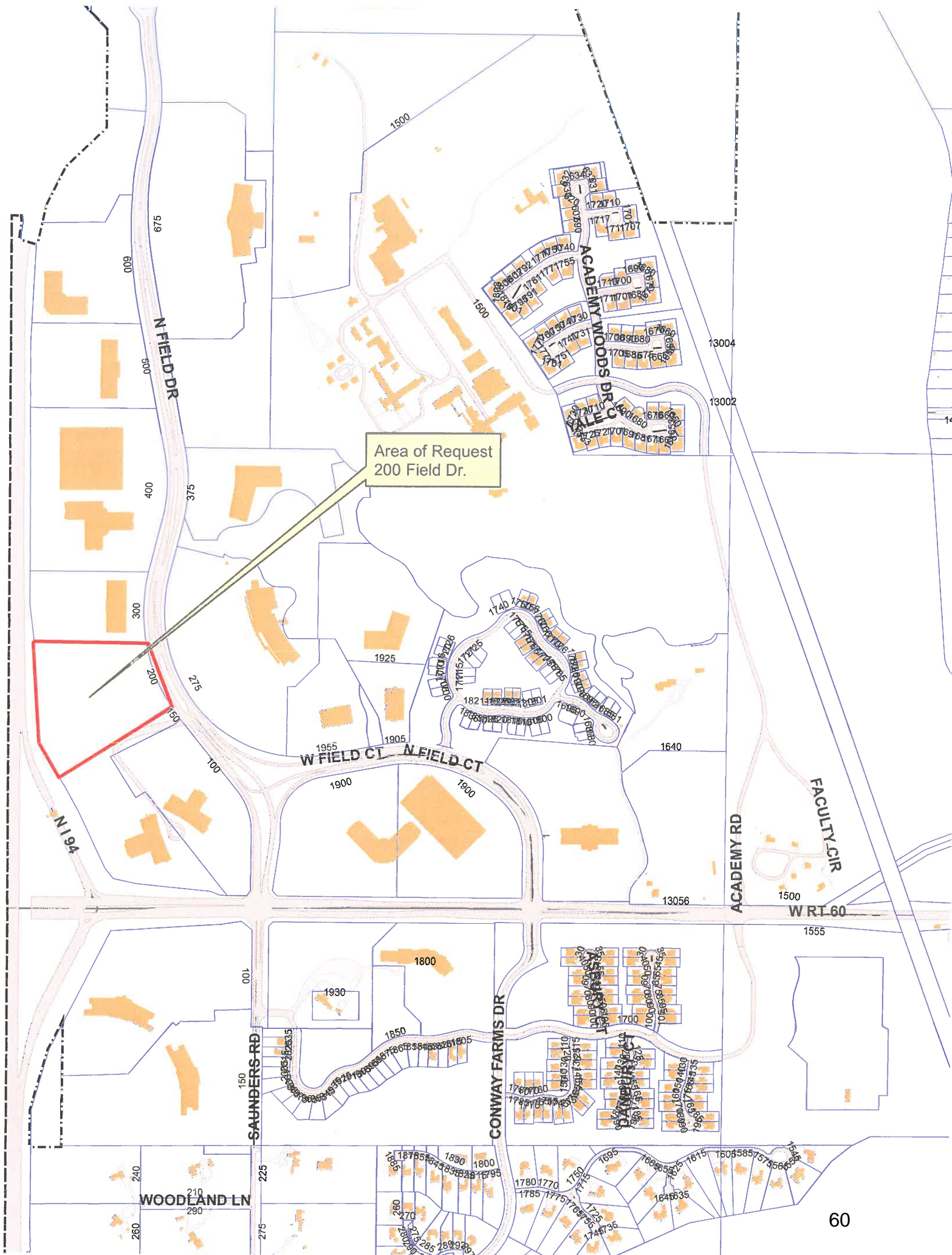
Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Lake Forest
 Section Number 11-00091-00-CH
 Project Number DY7W(618)
 Job Number D-91-257-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>11/15/2017</u> Method(s) used for advertisement and dates of advertisement: <u>City website (10/25/2017) and</u> <u>CDNQuest on-line construction data network (10/27/2017)</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> </tr> <tr> <td><u>Technical Approach</u></td> <td><u>20 %</u></td> <td><u>Workload</u></td> <td><u>10%</u></td> </tr> <tr> <td><u>Firm Experience</u></td> <td><u>10 %</u></td> <td><u>Similar Projects</u></td> <td><u>20%</u></td> </tr> <tr> <td><u>Specialized Experience</u></td> <td><u>10 %</u></td> <td><u>Proximity of Firm</u></td> <td><u>10%</u></td> </tr> <tr> <td><u>Staff Capabilities</u></td> <td><u>20 %</u></td> <td></td> <td><u> </u> %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Technical Approach</u>	<u>20 %</u>	<u>Workload</u>	<u>10%</u>	<u>Firm Experience</u>	<u>10 %</u>	<u>Similar Projects</u>	<u>20%</u>	<u>Specialized Experience</u>	<u>10 %</u>	<u>Proximity of Firm</u>	<u>10%</u>	<u>Staff Capabilities</u>	<u>20 %</u>		<u> </u> %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Technical Approach</u>	<u>20 %</u>	<u>Workload</u>	<u>10%</u>																		
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<u>Staff Capabilities</u>	<u>20 %</u>		<u> </u> %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) <u>Civiltech Engineering, Inc.</u> 2) <u>Baxter & Woodman, Inc.</u> 3) <u>Hampton, Lenzini, & Renwick, Inc.</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				



Area of Request
200 Field Dr.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 200 FIELD DRIVE

WHEREAS, Laurel Ave Lake Forest Ltd Partnership (Trillium Investments, Inc, 9% Gary Janko, 76%, Janko Financial Group, LLC, 10% and JFLT, LLC, 5%)(**"Owner"**) are the owners of that certain real property commonly known as 200 Field Drive, Lake Forest, Illinois and legally described in Exhibit A, attached hereto (**"Property"**); and

WHEREAS, the Property is located in the OR-2, Office Research District; and

WHEREAS, the Owner desires to construct a hotel including site improvements and landscaping on the property (**"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 March 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 OR-2 Office Research 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 the City's home rule authority and other statutory powers, 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. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans, as modified in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action, attached hereto.
- D. 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 Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of

collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

SECTION 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: ()

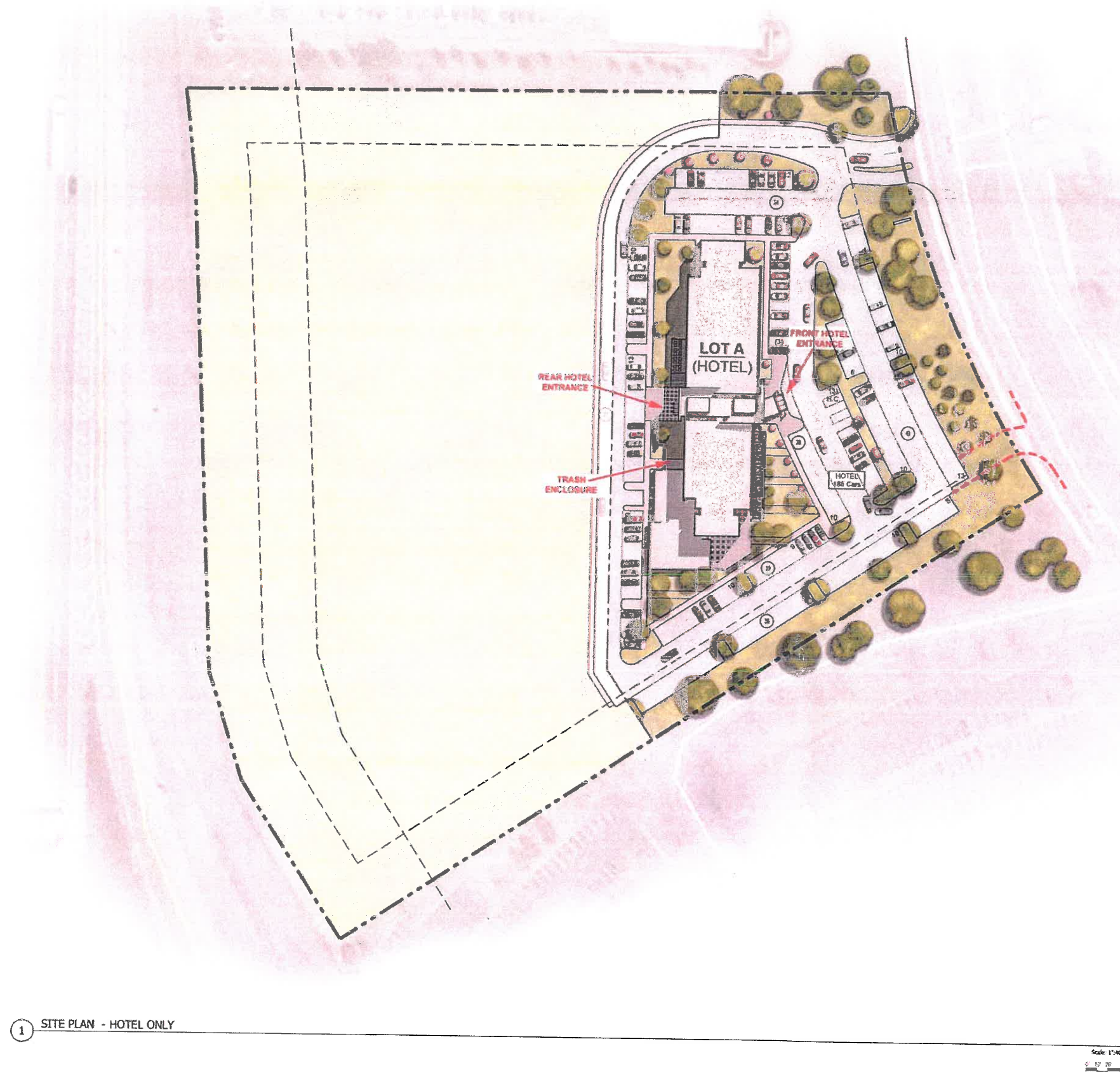
ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2018.

Mayor

ATTEST:

City Clerk



OVERALL SITE: 9.69 acres (422,475 sf)

LOT A: 3.57 acres (155,358 sf)

HOTEL: 104,387 sf
PARKING: 185 spaces provided.
 (incl. 6 H.C. spaces)

CODE: 1 SPACE PER ROOM
 158 ROOMS = 158 parking spaces required.

LOT B: 6.13 acres (267,118 sf)

1 SITE PLAN - HOTEL ONLY

Scale: 1"=40'-0"





1 EAST ELEVATION

Scale: 1/8" = 1'-0"
0 2 4

- 1. ROOF STRUCT - L.P. 1
EL. 74'-0"
- 2. FLOOR
EL. 64'-0"
- 3. FLOOR
EL. 54'-0"
- 4. FLOOR
EL. 44'-0"
- 5. FLOOR
EL. 34'-0"
- 6. FLOOR
EL. 24'-0"
- 7. CHIMNEY
EL. 9'-0"



1 NORTH ELEVATION

Scale: 1/8" = 1'-0"



① WEST ELEVATION

Scale: 1/8" = 1'-0"



1 SOUTH ELEVATION

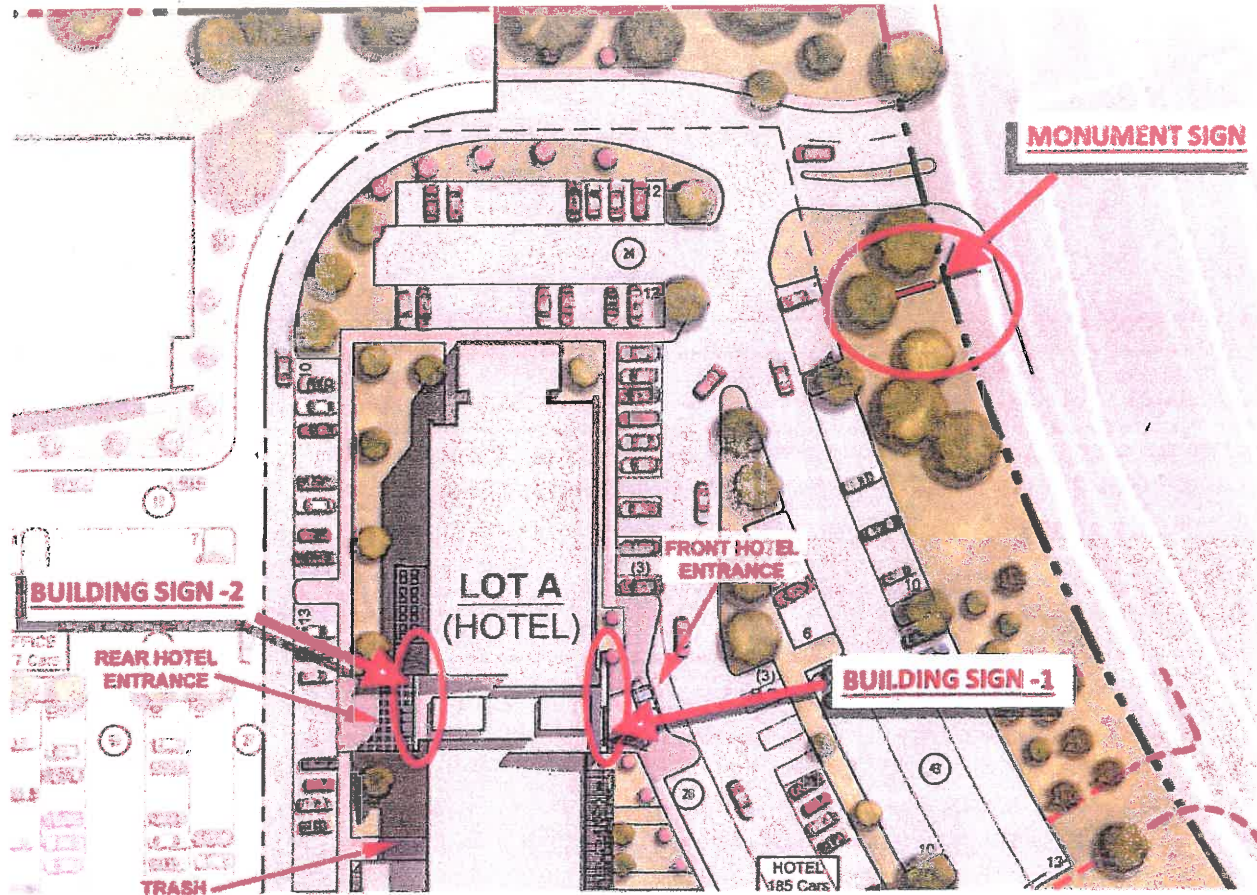
Scale: 1/8" = 1'-0"



Landscape Plan
Scale: 1" = 30'

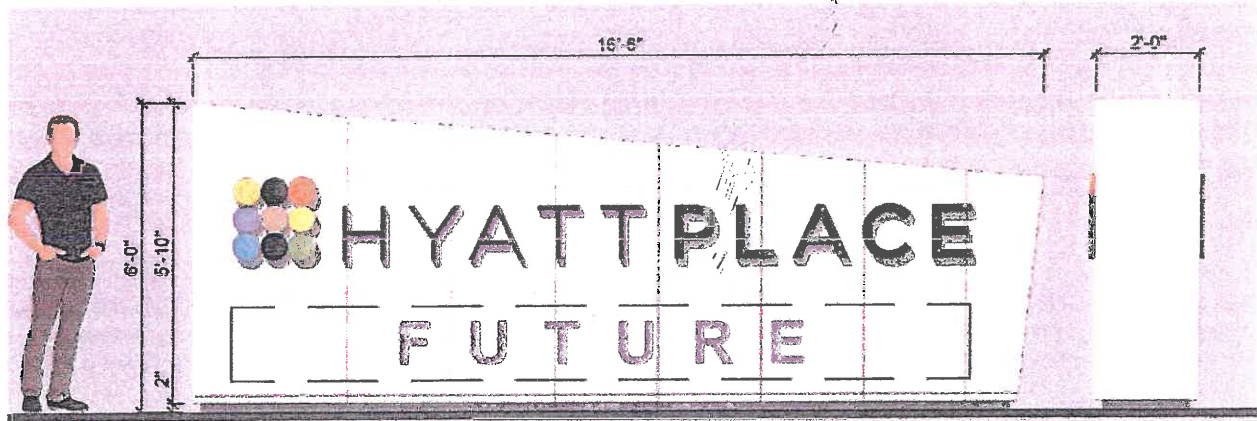
February 22, 2018

BUILDING REVIEW BOARD SUBMISSION II: 2018-02-26



1 SITE PLAN - MONUMENT SIGN LOCATION

Scale: N.T.S.



MATERIAL NOTES:

1. METAL PANELS W/ REVEALS TO MATCH HOTEL FACADE.
2. RAISED METAL BUILDING LETTERS & LOGO, SURFACE MOUNTED.
3. CONCRETE FOUNDATION.
4. GROUND LIGHTING.

FREESTANDING WALL SIGN:

ALLOWABLE AREA: 100 sf
PROPOSED WALL AREA: 16'-6" X 6' = 99 sf

ALLOWABLE HEIGHT = 6' (IF LIGHTED)
PROPOSED HEIGHT = 6' (W/ GROUND LIGHTING)

2 ELEVATION - MONUMENT SIGN

Scale: 1/4" = 1'-0"

ESTIMATED TOTAL 20-YEAR TAX REVENUE TO LAKE FOREST FROM HYATT PLACE PROJECT								
	A	B	C	D	E	F	G	A+C+E+G
	Tax Rate or City Share		19.74%		1.50%		5.00%	
	Hotel Tax	Real	RE Tax	Rentals/	Sales Tax	Utility	Utility Tax	Total
	City	Estate	City	Other	City	Expenses (3)	City	City
	Share	Taxes	Share (1)	Income (2)	Share		Share (3)	Share
Year								
1	93,333	300,000	59,230	119,352	1,790	235,509	11,775	166,128
2	111,176	355,000	70,088	201,833	3,028	257,058	12,853	197,145
3	125,790	355,000	70,088	305,502	4,583	277,429	13,871	214,332
4	126,557	365,000	72,063	318,002	4,770	280,524	14,026	217,415
5	130,393	375,000	74,037	327,641	4,915	287,758	14,388	223,732
6	133,652	384,375	75,888	335,832	5,037	294,952	14,748	229,325
7	136,994	393,984	77,785	344,228	5,163	302,326	15,116	235,058
8	140,418	403,834	79,730	352,833	5,292	309,884	15,494	240,935
9	143,929	413,930	81,723	361,654	5,425	317,631	15,882	246,958
10	147,527	424,278	83,766	370,695	5,560	325,572	16,279	253,132
11	158,065	434,885	85,860	379,963	5,699	333,711	16,686	266,310
12	312,107	445,757	88,007	389,462	5,842	342,054	17,103	423,059
13	453,916	456,901	90,207	399,198	5,988	350,605	17,530	567,641
14	465,264	468,324	92,462	409,178	6,138	359,370	17,969	581,832
15	476,895	480,032	94,774	419,408	6,291	368,355	18,418	596,378
16	488,818	492,032	97,143	429,893	6,448	377,563	18,878	611,287
17	501,038	504,333	99,572	440,640	6,610	387,003	19,350	626,570
18	513,564	516,942	102,061	451,656	6,775	396,678	19,834	642,234
19	526,403	529,865	104,612	462,948	6,944	406,595	20,330	658,290
20	539,563	543,112	107,228	474,521	7,118	416,759	20,838	674,747
	5,725,403		1,706,323		109,417		331,367	7,872,509
Notes								
1) Includes Municipality's shares of total Real Estate Taxes Including Fire and Parks. Upfront permit fees will be an additional \$270,000.								
2) The figures shown in Column D are the annual net revenues Janko estimates to derive from F&B, Telephone, Garage, Rentals & Other Income								
3) The figures shown in Column F are Janko's estimated annual Energy & Utility expenses, including electricity, water and gas. The rate shown is an estimated average of taxes levied by the City. Actual utility rates vary.								

THE CITY OF LAKE FOREST

RESOLUTION NO. _____

A RESOLUTION APPROVING ECONOMIC INCENTIVE AGREEMENT
(Conway Office Park Hotel)

WHEREAS, The City of Lake Forest ("**City**") is an Illinois home-rule municipality and is authorized pursuant to its home-rule authority and 65 ILCS 5/8-1-2.5 to enter into agreements in furtherance of economic development objective of the City; and

WHEREAS, in 1988, the City annexed the Conway Park at Lake Forest development along Illinois Route 60 and the Tri-State Tollway ("**Conway Park**"), and the annexation agreement for Conway Park contemplated the development of an upscale hotel within the office park that would complement the high-quality office buildings to be developed in Conway Park and to serve Conway Park, the City, and visitors to neighboring communities; and

WHEREAS, for more than 20 years, the development of an upscale hotel in Conway Park has been hampered for various reasons, including economic factors; and

WHEREAS, a vibrant Route 60 Corridor is consistent with the community goals identified in the City's recently updated Strategic Plan; and

WHEREAS, the Business and Economic Vitality Chapter of the Strategic Plan states that the City "will use economic development tools" to engage property owners, take advantage of opportunities, and overcome challenges in achieving desired development; and

WHEREAS, Janko Group LLC ("**Janko**") has proposed to develop an upscale hotel in Conway Park (the "**Proposal**"), but as part of such Proposal Janko has requested the City to provide financial assistance in connection with its initial operation and management; and

WHEREAS, the corporate authorities of the City have determined that it is in the best interests of the City and its residents to enter into an economic incentive agreement with Janko in substantially the form attached hereto as Exhibit A (the "**Agreement**") to ensure the successful operation of the Proposal;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of The City of Lake Forest, County of Lake, State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Resolution as findings of the Mayor and City Council.

SECTION 2: Approval; Authorizations.

(a) The City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit A, as determined by the Mayor and City Manager in consultation with counsel.

(b) The Mayor and City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Agreement upon receipt of a signed original of the Agreement from Janko (or an affiliated entity).

(c) The Mayor, Clerk, and City Manager are hereby authorized and directed to take all reasonable and necessary actions consistent with the terms of the Agreement.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law; provided, however, that this Resolution (and the authorizations granted herein) shall be of no force or effect unless Janko delivers the executed Agreement to the City Clerk on or before 30 September 2018.

PASSED THIS ____ DAY OF _____, 2018.

AYES ()

NAYS ()

ABSENT ()

APPROVED THIS _____ DAY OF _____, 2018.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Economic Incentive Agreement

Prepared for and after
recording return to:

Robert R. Kiely, Jr.
City Manager
The City of Lake Forest
220 East Deerpath
Lake Forest IL 60045

Recorders Use Only

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (“Agreement”)** is made and entered into as of the ____ day of _____, 2018 (the “**Effective Date**”), by and between **THE CITY OF LAKE FOREST**, an Illinois home-rule municipal corporation (“**City**”), and **JANKO GROUP LLC**, an Illinois limited liability company (“the “**Owner**”) (collectively, the City and the Owner shall hereinafter be referred to as the “**Parties**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule and statutory powers, the Parties agree as follows:

SECTION 1. RECITALS.

A. Owner is the legal and/or beneficial owner of certain real property in Lake Forest, Illinois, and legally described in Exhibit A attached hereto (“**Property**”).

B. The Property is zoned OR-2, which zoning authorizes hotels as a permitted use.

C. The Property is located within an office park development known as Conway Park at Lake Forest that is located along Illinois Route 60 and the Tri-State Tollway (“**Conway Park**”). The City annexed Conway Park in 1988 with the contemplation that an upscale hotel would be developed within the office park that would complement the high-quality office buildings to be developed in Conway Park and to serve Conway Park, the City, and visitors to neighboring communities.

D. The Property is one of the few remaining lots to be developed in Conway Park.

E. For more than 20 years, the development of an upscale hotel in Conway Park has been hampered for various reasons, including economic factors.

F. The City has recognized that a vibrant Route 60 Corridor is consistent with the community goals identified in the City's recently updated Strategic Plan, including the City's use of "economic development tools" to engage property owners, take advantage of opportunities, and overcome challenges in achieving desired development.

G. Owner has presented plans to the City for the development of a "Hyatt Place" hotel (the "**Hotel Development**") as more fully described in the City's Ordinance No.____ (the "**BRB Ordinance**"), which has approved the design elements of the Hotel Development. The Owner has determined, and the City acknowledges, that following the Start Date (as hereinafter defined) operating a hotel of the quality and character of the Hotel Development cannot be fully and effectively accomplished at the outset without certain economic assistance.

H. The Hotel Development on the Property is expected to provide a much-needed amenity to Conway Park and the west side of the City, and it will be a catalyst for other economic activity in the City that will generate revenue for the City and its local economy.

I. The corporate authorities of the City (the "**City Council**") have determined that it is in the best interests of the City and its residents to provide incentives for Owner as set forth in this Agreement to ensure that the Hotel Development, once developed, will operate consistent with the character and quality necessary to complement the office development in Conway Park. The City recognizes that the development of the Hotel Development on the Property will enhance the overall economic vitality of the commercial sector and tax base of the City and serve to enhance areas adjacent to the Property.

J. The City and Owner acknowledge and agree that this Agreement is in the City's best interest and, without the incentives provided in this Agreement, it would not be possible for the Owner to pursue and commit to the high-quality operation of the Hotel Development on the Property consistent with the "Hyatt Place" brand and in accordance with all applicable federal, State, and local laws, rules, ordinances, or regulations, including without limitation the BRB Ordinance, City Code, the City's Zoning Ordinance, and Building Code (the "**Requirements of Law**").

K. Subject to the terms of this Agreement regarding the operational incentives, Owner is willing to develop the Hotel Development on the Property so as to preserve and strengthen the tax base and commercial sector of the City.

SECTION 2. PURPOSE AND AUTHORITY.

A. Purpose. The Parties hereby mutually agree that, in consideration of the Owner developing the Hotel Development of the quality and character of the "Hyatt Place" brand and in accordance with the BRB Ordinance and other Requirements of Law, and the benefits that such operation yields to the City in the nature of maintaining and enhancing employment opportunities, the tax base, and the commercial vitality of the City, this Agreement is intended to provide a mechanism whereby the Owner will receive Permit Fee Benefits (as hereinafter defined) and the City may make Incentive Payments (as hereinafter defined) to Owner. The Parties covenant and agree that the additional tax revenues to be generated from the operation of the Hotel Development on the Property and related employment opportunities are significant benefits to the City and its residents, and that the Incentive Payments and Permit Fee Benefits contemplated by this Agreement are for a valid and important public purpose.

B. Authority. The City is authorized to enter into this Agreement pursuant to its home rule powers, as well as Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5.

SECTION 3. PERMIT FEE BENEFITS. The Owner shall submit final development and building plans for the Hotel Development in substantial conformity with the BRB Ordinance and consistent with the Requirements of Law, which plans shall be subject to the review and approval of the City (the “**Approved Plans**”). In connection with the application for and issuance of permits by the City to Owner based upon the Approved Plans, the standard building permit fees and other customary fees required by the City’s Community Development Department and identified by category in Exhibit B attached hereto (the “**Community Development Fees**”) shall be discounted by twenty-five percent (25%), and such discounted Community Development Fees shall herein be referred to as the “**Permit Fee Benefits**.”

SECTION 4. FILING OF HOTEL TAX RETURNS. The Owner acknowledges that the City has established a hotel tax as set forth in Section 39.125 of the City Code upon all persons engaged in the City in the business of renting, leasing or renting rooms in a hotel based upon gross rental receipts (the “**Hotel Tax**”). The Hotel Tax requires operators of hotels to file monthly returns reporting such gross rental receipts and remitting the amount of taxes due pursuant to Section 39.125 of the City Code (the “**Hotel Tax Returns**”). The Owner agrees to comply fully with the requirements of the Hotel Tax as set forth in Section 39.125 of the City Code (or any successor provision).

SECTION 5. LIMITED OBLIGATION. This Agreement and the Incentive Payments due hereunder are a limited obligation of the City. The City’s obligation to make annual Incentive Payments (as hereinafter defined) pursuant to this Agreement is limited to payment by the City from Hotel Tax revenues received from the Property (or from the Owner, operator, or manager of the Property or the Hotel Development). The City shall be under no obligation to make payments required herein from any other source or funds held by the City. This is not to be construed as a full-faith and credit or general obligation of the City for any purpose.

SECTION 6. INCENTIVE PAYMENTS.

A. **Prerequisites.** The Owner shall timely undertake the following activities as conditions precedent to the receipt of any Incentive Payments:

1. No later than May 31, 2019, the Owner shall apply for a building permit for the Hotel Development in accordance with the BRB Ordinance and the Requirements of Law, unless such time period is extended by resolution of the City Council.
2. Unless otherwise extended by resolution of the City Council, within 120 days after the issuance of the building permit(s) for the Hotel Development (the “**Construction Commencement Date**”), the Owner shall commence construction of the Hotel Development, and thereafter diligently pursue such construction to completion. It is anticipated that the Hotel Development will be completed within 15 months after the Construction Commencement Date or by December 31, 2020, whichever is later.
3. Upon completion or substantial completion of the Hotel Development, the Owner shall commence operations of the Hotel Development. The earlier of (a) the commencement of operations of the Hotel Development, and (ii) the issuance of a final certificate of occupancy for the Hotel Development by the City shall hereinafter be referred to as the “**Start Date**.”

4. Any of the time periods in Subsections 6.A.1-3 may be extended by the City Council upon request from the Owner. In addition, to the extent that an extension relates to a *force majeure* event or conditions, the Owner shall notify the City promptly (and in no event later than 30 days after the end such *force majeure* event or condition), and Owner shall be entitled to an extension equal in length to the duration of the *force majeure* event or condition.
5. Except as otherwise expressly provided in this Agreement, at all times during the term of this Agreement beginning with the Start Date, the Owner [or any entity controlling, controlled by, or under common control with the Owner (an “**Owner’s Affiliate**”) or an “Approved Manager” (as hereinafter defined)] shall be the manager of the Hotel Development.
6. Except as otherwise expressly provided in this Agreement, at all times during the term of this Agreement beginning with the Start Date, the Hotel Development shall be operated as a “Hyatt Place” hotel or an “Approved Brand” (as hereinafter defined).

B. Calculation and Payment of Incentive Payments. At the end of the calendar year following the Start Date, and at the end of each successive calendar year during the term of this Agreement, the City shall calculate the gross rental receipts reported on the Hotel Tax Returns for the Hotel Development during the year in question (the “**Hotel Revenues**”). Provided that all Hotel Taxes due to the City from or with respect to the Property or the Hotel Development have been paid by or on behalf of the Owner in accordance with the Requirements of Law and is otherwise in compliance with the terms of this Agreement, the City shall pay to the Owner, in consideration of Owner’s operation of the Hotel Development, an “**Incentive Payment**” no later than April 15 following the end of a calendar year. The Incentive Payment shall equal 3.25% of the Hotel Revenues, but in no event shall the Owner receive more than \$2,800,000.00 in total Incentive Payments during the term of this Agreement (the “**Incentive Cap**”).

C. Remittance of Incentive Payment. The City shall remit any Incentive Payment for Owner payable to:

Janko Group LLC
2610 Lake Cook Road
Suite 100
Riverwoods, Illinois 60015
Attention: Chief Financial Officer

provided that the name of the payee or the address to which the Incentive Payment shall be sent may be changed by notice signed by a representative of the Owner and delivered to the City in the manner set forth in Section 21 of this Agreement.

D. Amount of Incentive Payments. When the Incentive Cap has been reached, or after the City has remitted fifteen Incentive Payments relating to the 15 years following the Start Date, or upon the expiration or termination of this Agreement, no further sums will be due or owing to the Owner, and the City will not make any further Incentive Payments or any other payments to the Owner. Any amounts due from the City to the Owner under this Agreement shall not accrue interest, regardless of whether such payments are made by the payment due date or thereafter.

E. Conditions for Receiving an Incentive Payment. No Incentive Payment will be made to the Owner if, at the time of remittance, the Owner has been notified of a violation of any Requirement of Law relating to the Hotel Development or any violation of this Agreement and such violation has not been cured in accordance with this Agreement.

F. Termination or Transfer of Management. If the Owner (or an Owner's Affiliate) discontinues its management role in the Hotel Development and is not replaced with a manager approved by Hyatt Place Franchising, L.L.C. (or the then current franchisor of an Approved Brand as authorized under this Agreement)(any successor manager so approved is referred to herein as an "**Approved Manager**"), no further Incentive Payments will be paid by the City, unless the City Council approves an amendment to this Agreement authorizing the continuation of Incentive Payments.

G. Change of Hotel Development Brand. If the Owner modifies the Hotel Development to a product other than a "Hyatt Place" hotel [or a comparable hotel product that either is (i) in the same or higher category of Hyatt Place as reflected in the chain scales published by Smith Travel Research (i.e., the STR chain scales) or as determined by the City, or (ii) is at least in the "Upscale" category of the STR chain scales, whichever is the more highly rated][any hotel described in clause (i) or (ii) is referred to herein as an "**Approved Brand**"], no further Incentive Payment will be paid by the City.

H. Reimbursement of Incentive Payments. In the event that the Hotel Development is no longer operated under the "Hyatt Place" brand or another Approved Brand at any time during the first five years in operation (a "**Brand Termination**"), then Owner will be required to return a portion of the value of the Permit Fee Benefits and Incentive Payments received theretofore (the "**Total Incentive**") from the City based on the following schedule:

If the Brand Termination occurs within the first year following the Start Date...	Owner shall reimburse the City 100% of the Total Incentive
If the Brand Termination occurs after the first year but before the end of the third year after the Start Date...	Owner shall reimburse the City 67% of the Total Incentive
If the Brand Termination occurs after the end of the third year but before the end of the fifth year after the Start Date ...	Owner shall reimburse the City 33% of the Total Incentive

Notwithstanding the preceding terms of this Section 6.H, in the event that the Brand Termination results from general adverse economic conditions in the hotel industry over which the Owner has no control, the period during which such adverse conditions exist shall suspend the operation of this Section 6.H and the period during which any such reimbursement might occur shall be tolled.

The Owner acknowledges and agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the return of a portion of the Total Incentive constitutes both a personal obligation of Owner and a lien against the Property, and the Owner agrees and consents to the City's recording only of a memorandum of agreement of this Agreement with the Lake County Recorder of Deeds to establish the City's lien rights to the Incentive Payments (up to the Incentive Cap amount) that may be subject to the refund terms of this Section 6.H of this Agreement. Upon the written request of the Owner, the City agrees to subordinate its lien interest to any mortgages on the Property as of the Start Date (a "**Superior Mortgage Lien**"), as well as any other mortgage replacing a Superior Mortgage Lien [to the

extent that any such replacement mortgage secures the repayment of a loan in the original maximum principal amount not in excess of seventy-five percent (75%) of the value of Hotel Development as of the date of such replacement mortgage based on a certified appraisal from an MAI-appraiser]. The City further agrees to execute estoppel certificates relative to this City lien upon the reasonable request of the Owner. The City's lien interest shall attach upon the Property upon recordation of the memorandum of this Agreement. The personal obligation of Owner will survive any sale or other transfer of Owner's interest in the Property or the Hotel Development until the Owner's obligations with respect to any refund under this Section 6.H have been satisfied. At the Owner's request made at any time after fifth (5th) anniversary of the Start Date provided a Brand Termination has not previously occurred, the City shall execute and deliver to the Owner a termination of the memorandum of this Agreement, in recordable form, and the Owner shall have the right to cause such termination of the memorandum of this Agreement to be properly recorded.

SECTION 7. ADDITIONAL CONSIDERATION. In further consideration of the Owner's operation of the Hotel Development, the City agrees that it will not to deliver any incentive payments to any other hotel development located in Lake Forest and lying west of a line which is 1,000 feet east of the eastern boundary of the Illinois Route 43 right-of-way for a period of four years after the Effective Date.

SECTION 8. TERMINATION OF AGREEMENT; SURVIVAL OF CERTAIN OBLIGATIONS. The Parties agree that this Agreement shall terminate on the earlier to occur of (a) 20 years after the Effective Date, or (b) if a Brand Termination has occurred prior to the fifth year after the Start Date, the date on which the Owner has paid the City in full any refund required under Section 6.H of this Agreement. Notwithstanding the foregoing, the Owner's obligations under Sections 9 and 12 of this Agreement (as well as any other indemnification and defense obligations under this Agreement) shall survive the termination of this Agreement.

SECTION 9. REPRESENTATION OF OWNER; INDEMNIFICATION. The Owner represents that it is obligated to comply with the Requirements of Law. The Owner agrees to defend, indemnify, and hold harmless the City and its elected and appointed officials, employees, agents, attorneys, and insurers against: (a) any claim challenging the validity of this Agreement; (b) a breach by Owner of any covenant set forth in this Agreement; (c) a violation against any Requirements of Law caused by the Owner or otherwise arising from the terms of this Agreement; and (d) any claim for damages or repayment of the funds paid to the Owner pursuant to this Agreement brought by any person, State, federal, or local agency or unit of local government, including but not limited to any claim brought against the City as a result of any violation of the Requirements of Law. Additionally, in the event that legislation is enacted that declares the rebates contemplated by the Agreement unlawful, the City may terminate this Agreement immediately on the passage of that legislation and the City will be under no further obligation with respect to any Incentive Payments or other payments to the Owner.

SECTION 10. OBLIGATIONS OF CITY CONTINGENT ON COMPLIANCE BY OWNER. The obligation of the City to make the Incentive Payments under this Agreement is expressly conditioned on the Owner's compliance with every term of this Agreement. In the event that Owner does not fully comply with the terms of this Agreement or cure any violation of its terms within 30 days after written notice from the City (or such longer time as may reasonably necessary to correct such violation provided that such correction efforts are promptly commenced and diligently pursued to completion), the City shall have no obligation to make any Incentive Payment then due and owing. The Parties acknowledge and agree that any such violation that is not cured within the time period described above will be deemed a termination of this Agreement.

SECTION 11. NO OTHER CITY INCENTIVES. The Owner acknowledges and agrees that, during the term of this Agreement and until all obligations of the Owner under this Agreement have been completed, there are no other rebates, reimbursements, cost adjustments, or other incentives of any kind available from the City for the Property, and the Owner agrees not to seek, apply for, or otherwise request such rebates, reimbursements, cost adjustments, or other incentives with respect to this Property.

SECTION 12. PAYMENT OF ATTORNEY'S FEES AND COSTS. If a Party employs an attorney to enforce any of the provisions of this Agreement in litigation and that Party prevails in a final judgment of the court, then the other Party shall pay the prevailing Party all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.

SECTION 13. COOPERATION AND COMPLIANCE OF PARTIES. In addition to the acts and deeds recited herein and contemplated to be performed by the Parties, each Party agrees to perform such acts as may be reasonably necessary to consummate the terms and intentions of this Agreement.

SECTION 14. EFFECT OF AGREEMENT. This Agreement shall be binding on and inure to the benefit of the City and the Owner and their legal representatives, successors, and assigns.

SECTION 15. GOVERNING LAW. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois.

SECTION 16. ENTIRE AGREEMENT; SEVERABILITY. This Agreement (including its recitals and exhibits) constitutes the full agreement and understanding of the Parties with respect to the matters set forth herein, and no negotiations, communications, or other agreements shall have any force or effect. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable, possible, and consistent with the intent and purposes of this Agreement, the remainder of this Agreement will be deemed valid and operative and effect will be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of that Party's right to enforce against the other Party the same or any other such term or provision.

SECTION 17. NO DEBT OR OBLIGATION. The Parties specifically acknowledge and agree that no undertaking on the part of the City to make Incentive Payments as specified in this Agreement constitutes a debt or obligation of the City within any constitutional or statutory provision.

SECTION 18. ASSIGNMENT OF RIGHTS AND OBLIGATIONS. Except as otherwise expressly provided in this Agreement, none of the obligations, benefits, and provisions of this Agreement shall be assigned in whole or in any part by the Owner without the prior express written authorization of the Corporate Authorities; provided, however, the Owner may assign or otherwise transfer, in whole or in part, the Owner's rights, interests, obligations and benefits under this Agreement provided that, at the time of such assignment or transfer, the Hotel Development is operated as a "Hyatt Place" hotel or as another Approved Brand and the manager of the Hotel Development is the Owner, an Owner's Affiliate or an Approved Manager.. In addition, no third party may rely on or enforce any provision of this Agreement, the same being an agreement solely between the City and the Owner which is made for the benefit of no other person or entity.

SECTION 19. CORPORATE CAPACITIES. The Owner acknowledges and agrees that the persons executing this Agreement on behalf of the City are authorized to do so in their official capacity and have so signed this Agreement in their official capacities only, and those persons shall have no personal liability in their individual capacities.

SECTION 20. BREACH OF AGREEMENT. In the event of a breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have 30 days after written notice of said breach from the non-breaching Party to correct the breach (or such longer time as may reasonably necessary to correct such violation provided that such correction efforts are promptly commenced and diligently pursued to completion) prior to the non-breaching Party's seeking of any remedy provided for in this Agreement. Upon a breach of this Agreement and after the expiration of the cure period described above, the non-breaching Party may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation set forth in this Agreement.

SECTION 21. NOTICES. Any written notices provided for or required in this Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the parties at the following addresses:

To the City: City Manager
The City of Lake Forest
220 East Deerpath
Lake Forest, IL 60045

To the Owner: Janko Group LLC
2610 Lake Cook Road
Suite 100
Riverwoods, IL 60015
Attention: Gary R. Janko

provided that the name and/or the address to which notices shall be sent may be changed by the City or Owner by notice signed by a representative of the City or Owner, as applicable and delivered to the other in the manner set forth in this Section 21.

SECTION 31. EFFECTIVE DATE. It is understood that this Agreement shall be effective as of the Effective Date, after adoption by the City Council of a resolution authorizing the execution of this Agreement and the execution of this Agreement by all parties.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

THE CITY OF LAKE FOREST

City Clerk

Mayor

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

 This instrument was acknowledged before me on _____,
201__ by _____, the Mayor of **THE CITY OF LAKE FOREST**, an Illinois municipal
corporation, and by _____, the City Clerk of said municipal corporation.

Given under my hand and notarial seal this _____ day of _____, 201__.

Notary Public

My Commission Expires:

(SEAL)

JANKO GROUP, LLC, an Illinois limited liability company

By: _____
Gary R. Janko
Its: Manager

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gary R. Janko, personally known to me to be the Manager of Janko Group LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such Manager he signed and delivered the said instrument pursuant to authority as his/her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2018.

NOTARY PUBLIC
Commission expires _____

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Community Development Fees



THE CITY OF LAKE FOREST

DECISION-MAKING PARAMETERS FOR CITY COUNCIL, AND APPOINTED BOARDS & COMMISSIONS

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

“Be the best-managed, fiscally-responsible and appealing community and promote a community spirit of trust, respect and citizen involvement.”

The Lake Forest City Council, with the advice and recommendations of its appointed advisory Boards and Commissions, Lake Forest Citizens, and City Staff, is responsible for policy formulation and approval. Implementation of adopted strategy, policy, budgets, and other directives of Council is the responsibility of City Staff, led by the City Manager and Senior Staff. The Mayor and Aldermen, and appointed members of Boards and Commissions should address matters in a timely, deliberate, objective and process-driven manner, making decisions guided by the City of Lake Forest Strategic and Comprehensive Plans, the City’s Codes, policies and procedures, and the following parameters:

- Motions and votes should comprise what is in the best long-term interests of all Lake Forest citizens, measured in decades, being mindful of proven precedents and new precedents that may be created.
- All points of view should be listened to and considered in making decisions with the long-term benefit to Lake Forest’s general public welfare being the highest priority.
- Funding decisions should support effectiveness and economy in providing services and programs, while mindful of the number of citizens benefitting from such expenditures.
- New initiatives should be quantified, qualified, and evaluated for their long-term merit and overall fiscal impact and other consequences to the community.
- Decision makers should be proactive and timely in addressing strategic planning initiatives, external forces not under control of the City, and other opportunities and challenges to the community.

Community trust in, and support of, government is fostered by maintaining the integrity of these decision-making parameters.

The City of Lake Forest’s Decision-Making Parameters shall be reviewed by the City Council on an annual basis and shall be included on all agendas of the City Council and Boards and Commissions.