

THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA
*Tuesday, September 4, 2018
SPECIAL START TIME OF 6:00 PM
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

6:00p.m

1. EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (1), The City Council will be discussing personnel and 5ILCS 120/2 (c), (6), The City Council will be discussing the disposition of property and the consideration for the sale or lease of property owned by the Public Body and 5 ILCS 120/2 (c), (11), The City Council will be discussing **pending** litigation.

Adjournment into Executive Session

Reconvene into Regular Session

CALL TO ORDER AND ROLL CALL

6:30p.m.

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Public Works Refuse Collector Robert Wolf

A copy of the Resolution can be found beginning on **page 23**

COUNCIL ACTION: Approval of the Resolution

B. 2018-2019 Board and Commission Appointments/Reappointments

PLAN COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Stephen Douglass	Appoint	1

ZONING BOARD OF APPEALS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
James Moorhead	Appoint	1

A copy of the volunteer profile sheets can be found beginning **on page 24**.

COUNCIL ACTION: Approve the Mayors Appointments

- C. Appointment of Comprehensive Plan Working Group
-Waukegan Road –Settlers Square Business District

2. COMMENTS BY CITY MANAGER

- A. Community Spotlight
-Elawa Farm Foundation
- Diane FitzSimons

3. COMMITTEE REPORTS

PROPERTY AND PUBLIC LANDS COMMITTEE

1. Consideration of Recommendations from the Property and Public Lands Committee and the Plan Commission in Support of a Resolution Approving a Final Plat of Subdivision and an Amendment to the Master Land Transfer Agreement for McCormick Ravine.

PRESENTED BY:

Alderman Reisenberg, Chairman, Property and Public Lands Committee

STAFF CONTACTS:

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

Robert Kiely, City Manager (810-3675)

PURPOSE AND ACTION REQUESTED: The Council is asked to take action consistent with and to allow implementation of the Master Land Transfer Agreement (MLTA) between the City of Lake Forest and Lake Forest Open Lands Association (LFOLA). The MLTA was previously approved by the City Council.

BACKGROUND/DISCUSSION: In 2015, LFOLA approached the City with a proposal involving the exchange of parcels to better align specific properties with the mission of each entity. The proposed exchange included parcels owned by LFOLA; a triangular parcel adjacent to

Elawa Farm and Open Lands Park located on the southeast corner of Green Bay Road and Deerpath. And, McCormick Nature Preserve which is owned by the City. In addition to aligning ownership with the entity best suited to oversee the various properties over the long term, the proposed exchange was also intended to position the City and LFOLA, in partnership, to take advantage of a one of a kind opportunity to participate in the Great Lakes Fishery and Ecosystem Restoration Program, a federally funded restoration project under the leadership of the Army Corps of Engineers.

At the September 8, 2015 meeting, the City Council approved the MLTA and following that action, with LFOLA's commitment of substantial financial and staff resources, and with the City's in-kind contribution of the land, the Army Corps of Engineers' restoration of the McCormick Ravine proceeded as part of a larger project. Today, the restoration of the McCormick Ravine and the overall 61 acre McCormick Nature Preserve is substantially complete. The results are stunning.

Once the previously agreed upon land exchange is completed, involving in the short term, the transfer of just over 36 acres of the McCormick property from the City to LFOLA; LFOLA will undertake ongoing restoration activities, monitoring and the development of nature trails and foot bridges to allow the community to experience this unique environmentally sensitive area. The City will retain ownership of the remainder of the site, based on the history and current use, with the option to transfer additional acreage to LFOLA in the future as the partnership between the two entities continues to evolve. Importantly, through this partnership, the entire 61 acre nature preserve and the ravine will be protected in perpetuity and will be available for generations of Lake Forest residents to explore and enjoy.

A Resolution is included in the Council packet beginning on **page 27**. The Resolution incorporates approval of the following documents which are also included in the Council packet.

- First Amendment to the MLTA and Exhibits
 - Exhibit 1 – Plat of Subdivision
 - Exhibit 2 – Conservation Easement
 - Exhibit 3 – Updated Camp Easement
 - Exhibit 4 – Contribution Agreement
- Tentative and Final Plat of McCormick Nature Preserve Subdivision

Since the original approval of the MLTA, the City and LFOLA have had the opportunity for further discussions about the mutual rights and responsibilities that will reside with each entity with respect to McCormick Ravine and the larger 61 acre site. Those discussions and further development of the concepts for long term use and protection of the area led to the conclusion that further clarification of the original MLTA was necessary and best accomplished by amending the MLTA.

The First Amendment to the MLTA, which is now before the Council for approval, directs and establishes clear requirements and procedures going forward providing for: subdivision of the property and recordation of the plat, preparation of a survey reflecting the location of existing utilities, disposition of each of the platted lots in the short term and opportunities for the future, establishment of a Conservation Easement, clarification of access rights, establishment of trails and foot bridges to provide for limited public access to the nature preserve and a process (the Contribution Agreement) for addressing any future unanticipated issues. Extensive study, discussions and legal reviews have occurred to assure,

to the best of the ability of all parties, that all aspects of this public/private partnership are documented following the tradition of past successful partnerships of this kind.

PROJECT REVIEW/RECOMMENDATIONS

Reviewed	Date	Comments
Property and Public Lands Committee	8/9/2018	Recommendation in support of a Resolution approving amendments to the MLTA and the plat of subdivision.
Plan Commission	8/8/2018	Recommendation in support of the final plat of subdivision. (5 to 0)
Property and Public Lands Committee	Various	Meetings with LFOA representatives, review of related documents and plat of subdivision.
City Council	9/8/2015	Approval of MLTA.

BUDGET/FISCAL IMPACT: There are no fiscal impacts to the City resulting from the finalization of the land transfer.

COUNCIL ACTION: If determined to be appropriate by the City Council approve the Resolution substantially in the form attached by motion.

PUBLIC WORKS COMMITTEE

1. **Approval of an Intergovernmental Agreement Between The City of Lake Forest and The City of Highwood Regarding Shared Water Plant Operator Services and Approval to Add One Additional Full Time City Employee Position (Water Plant Operator)**

STAFF CONTACT: *Michael Thomas, Director of Public Works (810-3540)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee is requesting City Council's approval of an intergovernmental agreement between The City of Highwood (Highwood hereafter) and The City of Lake Forest (Lake Forest hereafter) for shared water plant operator services.

BACKGROUND/DISCUSSION: Highwood has operated and maintained its own water treatment plant since 1938. In the summer, 2016 with Highwood's water plant requiring significant capital improvements, staff from both municipalities began discussing the possibility of Lake Forest selling water to Highwood. Demand data was provided to Lake Forest and its water plant engineering firm, Strand Associates. After evaluating the data, Strand Associates determined that Lake Forest's plant had sufficient capacity to provide Highwood with water. Next an analysis was completed to determine logistically how the water would be conveyed from Lake Forest's water main system to Highwood's water tower. Various hydraulic models were evaluated and the study concluded that the best way operationally was to construct a new transmission main from Western and Westleigh to

Highwood's tank located just inside their City limits. Various payment arrangements were discussed to include Highwood paying the transmission main expense or Lake Forest funding the project and recouping the expense through water rates over a given period of time. In the latter scenario, Highwood would need to increase its rates accordingly to cover the estimated \$3.7 million dollar capital expense. Highwood analyzed their options and in early 2018, concluded that their water customers could not absorb such a significant rate increase. Highwood currently charges its water customers \$5.07 / 1,000 gallons. A water transmission main would add approximately \$2.75 - \$2.90 / 1,000 gallons to their base rate for 20 years, plus an annual increase and an interest rate charged by Lake Forest of 3.25%.

Highwood contacted Lake Forest in early February, 2018 and informed staff that one of their two water plant operators was dismissed. Being down to only one operator, Highwood asked if Lake Forest could provide an operator for two days of the week. On February 9, 2018, Lake Forest and Highwood entered into a Temporary Operational Services Agreement. The agreement period was to run from February 12-May 19, 2018. Highwood agreed to reimburse Lake Forest monthly for its overtime hourly expense plus 7% for benefits; this equated to \$63.88 / hr. The agreement noted that the term could be extended if agreed upon by both parties.

In early April, 2018, Highwood asked Lake Forest if the agreement could be extended for a longer period of time. Both parties agreed that the arrangement was working well and by extending the agreement for three years, it would provide Highwood with additional time to evaluate their two possible options: improve their water plant and hire additional staff or purchase water from Lake Forest or Highland Park. In requesting an extension of the agreement, Highwood agreed to increase the hourly rate it pays to Lake Forest to \$80 / hrs. Both municipalities agree that working two days / week and filling in for vacation and personnel time of the current Highwood operator, would equate to approximately 1,000 hours / year for this service. At the agreed upon rate, dollars received from Highwood would pay for 77% of a new Lake Forest full-time water plant employee to include the benefit expense. The rate will be adjusted on May 1st of each year in an amount equal to the compensation adjustment percentage approved in Lake Forest's annual budget.

With two water plant operators retiring from Lake Forest's water plant within the next three to five years, Lake Forest staff approached this request as a way to address the plant's succession plan. A new employee could be hired and trained on all of the multiple systems at Lake Forest's plant while the two employees retiring in a few years would share the two-day responsibility at Highwood. The opportunity would cost Lake Forest less than \$25,000 annually.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	8/28/2018	Reviewed & Approved Final Intergovernmental Agreement
Public Works Committee	6/25/2018	Reviewed & Approved Draft Agreement
Public Works Committee	2/21/2018	Updated Committee on Temporary Services Agreement

BUDGET/FISCAL IMPACT: The following table provides the expense calculation for Lake Forest operator:

Item	Expense
FY '19 Water Plant Operator Step 2	\$ 65,619
FICA & Benefits	\$ 37,459
Sub-Total Expense	\$103,078
Highwood Reimbursement: \$80/hr. x 1,000 hours	-\$ 80,000
Net Expense	\$ 23,078

The unbudgeted expense will be partially offset by proceeds from the IGA, estimated at \$80,000 annually.

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Fund	\$0	\$103,078	N

COUNCIL ACTION: Approval of an Intergovernmental Agreement (page 87) Between The City of Lake Forest and The City of Highwood Regarding Shared Water Plant Operator Services and Approval to add One Additional Full Time City Employee Position. (Water Plant Operator)

2. Authorization for the City Manager to enter into a Professional Services Agreement with Bleck Engineering Company, Inc. and Hey and Associates Inc. for Professional Public Ravine Engineering Services.

PRESENTED BY: *Jim Lockfeer, Public Works Management Analyst (810-3542)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee is requesting approval for the City Manager to enter into a professional services agreement with Bleck Engineering Company, Inc. and Hey and Associates Inc. for professional public ravine engineering services.

BACKGROUND/DISCUSSION: The City of Lake Forest regularly contracts with outside service providers to perform professional engineering services for various projects. As the City continues to experience heavy rains, public ravine issues and subsequent projects are expected to occur on a more regular basis. In an effort to improve efficiency and provide consistency on City projects, the Public Works Committee and City staff is seeking to establish an agreement that will designate two engineering firms, Bleck Engineering Company, Inc. and Hey and Associates Inc., to provide professional public ravine engineering services. Either firm may be selected, however, the firm selected will depend on the firm's availability and the project type.

Professional engineering services for public ravine projects will include, but are not limited to, project design, the development of construction documents, and the procurement of all the necessary permits. Additionally, the selected firms will be expected to collaborate with City staff in the development of a proposed solution for a specific ravine.

An example of a project that City staff expects the selected professional engineering services firms to complete would be the design of a project related to ravine erosion that is threatening existing City-owned storm sewer infrastructure. The firms would need to design and develop all the related construction documents in order for the City to place the project out to bid. These project areas will need to be evaluated and delineated for wetlands. If a project area is considered to be wetlands the engineering firm would need to secure the necessary project permits.

On July 27, 2018 a Request for Proposals (RFP) was released by the City, published in the Lake County News Sun, and posted on the City's website. On August 10, 2018, eight submittals were received and a selection committee, comprised of City staff, was formed to review and evaluate the written responses.

After careful consideration, Bleck Engineering Company, Inc. and Hey and Associates Inc. were selected by the selection committee as the successful candidates. The basis for the selection was as follows:

- Bleck Engineering Company, Inc. and Hey and Associates Inc. met, and surpassed all qualifications outlined in the RFP.
- Bleck Engineering Company, Inc. and Hey and Associates Inc. have extensive experience with local and municipal ravine projects.
- Bleck Engineering Company, Inc. and Hey and Associates Inc. have presented reasonable fee schedules associated with their proposed project teams.

This RFP process was modeled after the process utilized in October of 2015 to select a firm to provide the City with professional landscape architectural services. On December 7, 2015 City Council authorized the City Manager to enter into an agreement with Craig Bergmann Landscape Design for professional landscape architectural services. Similarly, that agreement was recommended to improve efficiency and provide consistency on City projects.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	8/28/2018	Reviewed & Approved

BUDGET/FISCAL IMPACTS: Below is a summary of the range of hourly rates submitted by each firm. The rates represent an hourly rate range associated with the firm's project team members. Each firm submitted unique project teams that featured varying project positions. These rates include a firm's profit and overhead.

Company Name	Hourly Team Member Rate Range
Bleck Engineering Company, Inc.	\$95 - \$180
Hey & Associates, Inc.	\$110 - \$195
Baxter & Woodman, Inc.	\$95 - \$190
Ciobra Group, Inc.	\$105 - \$210
Daniel Creany Company	\$120 - \$200
Gewalt Hamilton Associates, Inc.	\$110 - \$162

IMEG Corp.	\$110 - \$225
Manhard Consulting	\$95 - \$195

Staff may look to utilize either selected firm for professional engineering services for public ravine projects with an anticipated total project cost, to include construction, within the range of \$5,000 – \$300,000. Staff recommends that larger and more challenging projects be evaluated and designed by a larger engineering firm, through our normal professional services selection process.

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Ditch and Ravine Improvements	\$130,000	See Below	Y

The FY2019 Capital Improvement Program includes an annual allocation of \$130,000 for Ditch and Ravine Improvements from which some professional ravine engineering services may be paid. Work may also be paid from other budget accounts as applicable, but any single project for which services exceed \$20,000 will be separately approved by the City Council. Work for both firms may also exceed the \$20,000 aggregate amount in a fiscal year, which will require the approval of the Finance Committee Chairman. The agreement with Bleck Engineering Company, Inc. and Hey and Associates Inc. is intended to be for a period of three years, which will include the option of two additional, one year terms.

Has competitive pricing been obtained for proposed services? **Yes**

COUNCIL ACTION: If determined to be appropriate by the City Council, authorize the City Manager to enter into a professional services agreement with Bleck Engineering Company, Inc. and Hey and Associates Inc. for professional public ravine engineering services.

3. Forest Park Bluff Advisory Committee Update

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the August 6, 2018 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 92**.

COUNCIL ACTION: Approval of the August 6, 2018 City Council Meeting Minutes.

2. Approval of the Check Register for Period of July 21 to August 24, 2018

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

BACKGROUND/DISCUSSION: City Code Section 38.02 sets forth payment procedures of the City. The Director of Finance is to prepare a monthly summary of all warrants to be drawn on the City treasury for the payment of all sums due from the City (including all warrants relating to payroll and invoice payments) by fund and shall prepare a detailed list of invoice payments which denotes the person to whom the warrant is payable. The warrant list detail of invoice payments shall be presented for review to the Chairperson of the City Council Finance Committee for review and recommendation. All items on the warrant list detail recommended for payment by the Finance Committee Chairperson shall be presented in summary form to the City Council for approval or ratification. Any member of the City Council shall, upon request to the City Manager or Director of Finance, receive a copy of the warrant list detail as recommended by the Finance Committee Chairperson. The City Council may approve the warrant list as so recommended by the Finance Committee Chairperson by a concurrence of the majority of the City Council as recorded through a roll call vote.

The Council action requested is to ratify the payments as summarized below. The associated payroll and invoice payments have been released during the check register period noted.

Following is the summary of warrants as recommended by the Finance Committee Chairperson:

Check Register for July 21 - August 24, 2018

	Fund	Invoice	Payroll	Total
101	General	695,992	1,753,991	2,449,984
501	Water & Sewer	113,950	203,743	317,693
220	Parks & Recreation	184,594	600,541	785,134
311	Capital Improvements	508,242	0	508,242
202	Motor Fuel Tax	0	0	0
230	Cemetery	15,342	35,266	50,608
210	Senior Resources	23,347	32,509	55,856
510	Deerpath Golf Course	19,375	3,101	22,477
601	Fleet	71,486	52,883	124,369
416 - 433	Debt Funds	1,000	0	1,000
248	Housing Trust	0	0	0
201	Park & Public Land	30,000	0	30,000
	All other Funds	508,880	189,840	698,721
		\$2,172,208	\$2,871,875	\$5,044,084

The "all other funds" subtotal consists largely of water treatment plant improvements in the Water and Sewer Capital Fund.

COUNCIL ACTION: Approval of the Check Register for July 21 to August 24, 2018

- 3. Approval of a Three-Year Professional Services Agreement with Invoice Cloud for credit card processing services and integration for new ERP system.**

STAFF CONTACT: *Diane Hall, Assistant Finance Director (847) 810-3614*

PURPOSE AND ACTION REQUESTED: Staff requests approval of a new three-year professional services agreement for credit card processing and integration associated with the City's new ERP system.

BACKGROUND/DISCUSSION: As part of the implementation process of the City's ERP project, it has been identified that a new vendor would be necessary to allow credit card processing integration with the new system.

The City's ERP vendor BS&A has partnered with two vendors Invoice Cloud and Point and Pay to provide online and over the counter credit card processing integration. Staff has received demonstrations from both recommended vendors. Both providers offer online payment options with easy to use website interfaces for the residents. The City's current credit card provider Automated Merchant Services (AMS) has a partnership with Invoice Cloud enabling additional cost savings.

BUDGET/FISCAL IMPACT: Credit Card processing fees are assessed to various funds based on the point of sale location and have been included in the FY2019 budget.

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

Vendor	Estimated Processing Fees
Invoice Cloud/ with alternate processor	\$42,541
Invoice Cloud/with AMS processing	\$41,143
Point and Pay	\$44,457

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Multiple Funds	\$70,000	\$41,143	Y

COUNCIL ACTION: Approval of a Three-Year Professional Services Agreement with Invoice Cloud for credit card processing services and integration for new ERP system

4. Approval of Seyfarth Shaw LLP for professional legal services related to the McCormick Nature Preserve Land Transfer in an amount not to exceed \$24,000

STAFF CONTACT: Robert Kiely Jr., City Manager

PURPOSE AND ACTION REQUESTED: Council consideration of funding for professional legal services to assist with negotiations concerning the McCormick Nature Preserve Land Transfer.

BACKGROUND/DISCUSSION: In December 2017, the Property and Public Lands Committee authorized the engagement of an environmental attorney to provide assistance with ongoing negotiations regarding the McCormick Nature Preserve Land Transfer between the City of Lake Forest and Lake Forest Open Lands. At that time, the City Attorney suggested that engaging an environmental attorney would be appropriate to assist the City in working through various open issues related to the land transfer.

Accordingly, the City of Lake Forest engaged Seyfarth Shaw LLP to provide legal assistance with respect to the transfer. At the time, the City could not project the level of effort that needed to assist or estimate the time that would be necessary to resolve the various issues. To date, the City has accrued approximately \$18,760 in legal services provided by Seyfarth Shaw LLP related to the land transfer. This amount includes approximately \$14,000 paid in FY2018.

City staff is anticipating that there will be additional effort needed by the firm to close out the project during the current fiscal year. Therefore, since final costs for this engagement will exceed \$20,000, a request to authorize approval of the engagement from City Council is necessary.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Property & Public Lands Committee	12/18/17	Reviewed and Approved Letter of Engagement with Seyfarth Shaw LLP

BUDGET/FISCAL IMPACT: The letter of engagement did not specify a total cost amount for services requested; however, staff is requesting funding in an amount not to exceed \$24,000 in anticipation of additional effort necessary to close out this project.

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)

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund - Land Sale & Acquisition	\$76,933	\$10,064*	Y

* A portion of the total cost was already expended in FY18.

COUNCIL ACTION: Approval of Seyfarth Shaw LLP for professional legal services related to the McCormick Nature Preserve Land Transfer in an amount not to exceed \$24,000.00.

**5. Consideration of an Ordinance Authorizing the Elawa Farm Spooktacular Event.
(First Reading, and if desired by the City Council, Final Approval)**

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

PURPOSE AND ACTION REQUESTED: If determined to be appropriate by the City Council, waive first reading, and grant approval of an Ordinance Authorizing the Elawa Farm Spooktacular Event proposed on Sunday, October 28, 2018.

BACKGROUND/DISCUSSION: The Elawa Farm Foundation ("**Foundation**") has submitted a special event permit request to authorize their annual Spooktacular Event planned to take place on Sunday, October 28, from 1:00 p.m. to 3:00 p.m. at Elawa Farm.

As part of this request, the Foundation is seeking authorization to provide pony rides and a Petting Zoo for patrons who attend the event. Current City Code and the Special Use Permit regulating the use of Elawa Farm do not currently authorize these types of activities. Last year, via the adoption of Ordinance 2017-50, the City Council authorized a one-time exception from these regulations to allow for the use of animals at this event.

At that time, City staff and the Foundation were hopeful that a review of the Master Plan and Special Use Permit for Elawa Farm would occur prior to the 2018 event, which through an amendment, could authorize these uses. The City has submitted a formal request to review the Master Plan and Special Use Permit, and it is currently an active petition before the Zoning Board of Appeals ("**Board**"). The Foundation has submitted a request to allow for the use of farm animals for programs and events like the Spooktacular event as a component of the petition. Deliberations are proceeding with the Board; however, City staff does not anticipate a final recommendation on potential amendments will be ready for City Council consideration prior to the date proposed for this Foundation event.

A draft Ordinance, which authorizes an exception from the City Code for the duration of this year's event, is included in the agenda packet beginning on **page 98**. The draft Ordinance is in substantially the same form considered and approved by City Council last year.

COUNCIL ACTION: Consideration of an Ordinance Authorizing the Elawa Farm Spooktacular Event. (First Reading, and if desired by the City Council, Final Approval)

6. Award of Bid for a Three-Year HVAC Preventive Maintenance Contract to First Point Mechanical Services, L.L.C. in the amount of \$151,177.64.

STAFF CONTACT: *Dan Martin, Superintendent of Public Works (847-810-3561)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee requests City Council authorization to award a three year bid for a HVAC Preventive Maintenance Contract to First Point Mechanical Services, L.L.C.

BACKGROUND/DISCUSSION: The City's HVAC preventative maintenance program keeps approximately 480 pieces of HVAC equipment in 29 facilities operating efficiently by extending the equipment's life, ensuring its reliability, and reducing operating costs. The pieces of equipment serviced consist of furnaces, boilers, chillers, pumps, air handlers, condensers, cooling towers and exhaust fans. The program is comprised of four quarterly maintenances: two comprehensive maintenance services for spring and fall startups and two maintenances to check systems and change filters.

For many years the entire program was contracted out. In 2012, as a cost saving measure, the Building Maintenance Section implemented a hybrid HVAC preventive maintenance program where in-house staff is used to maintain some of the equipment. HVAC contractors continue to service all facilities with air conditioning along with facilities that have larger complex systems and facilities. Smaller, residential type heating systems are serviced using in-house Building

Maintenance staff. The City facilities with commercial heating and cooling systems are contracted to firms that have personnel with technical resources and expertise to maintain complex systems. The service contract covers the fall heating start-up maintenance on twelve City buildings and the spring cooling start-up on eighteen City buildings. The mid-summer and late-winter quarterly maintenance on all 29 facilities will be performed by in-house Building Maintenance personnel. In addition, contractors respond to emergency “no heating” or “no cooling” calls.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	8/28/18	Reviewed and Approved HVAC Contract

BUDGET/FISCAL IMPACT: During winter of 2018, the City joined forces with Buffalo Grove to develop a joint bid for the 2018 HVAC Preventive Maintenance Contract as part of the Municipal Partnership Initiative (MPI). MPI is a program that takes advantage of economies of scale by securing low bid prices among neighboring municipalities who bid similar projects each year.

On May 8, 2018, the following MPI bids for the HVAC Preventive Maintenance contract were received. The City’s bid included Gorton Community Center’s HVAC equipment in order for them to achieve the same purchasing power opportunity using the MPI program. Gorton’s bid amount of \$7,344 is budgeted in the Gorton Operating budget.

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

Company	City of Lake Forest Bid Amount	Buffalo Grove Bid Amount
YMI Group	\$52,965.00	\$13,430.00
First Point Mechanical Services, L.L.C.	\$56,742.00*	\$60,038.00
Hayes Mechanical	\$60,774.00	\$42,371.00
GT Mechanical	\$83,531.00	\$34,150.00
Martin Peterson Company	\$90,491.00	\$39,491.00
F.E. Moran	\$140,224.00	\$53,888.00

*City’s bid amount minus Gorton is \$56,742 - \$7,344 = \$49,398

The contract was advertised in the newspaper and fifteen companies were invited to the pre-bid meeting; six companies submitted bids. The YMI Group was the lowest bidder for both towns and was brought in for an interview. It was determined during the interview process that YMI Group did not have sufficient resources to meet the minimum requirements of the contract. They have a total of eight service technicians in which seven are still currently in the apprenticeship program. None of their techs have working knowledge of Johnson Control Systems, which are the controls for five of our larger facilities. YMI Group is headquartered out of Elk Grove Village and does very little work in the northern suburbs making it difficult for them to respond to emergency calls in a timely manner. Also, the vendor did not participate in the pre-bid facility walk thru to get an understanding of the various access points and locations, resulting in questionable prices given for some buildings. For example, CROYA was

priced higher than City Hall, in which City Hall has more units to maintain along with larger, more complicated heating and cooling systems.

First Point Mechanical Services has considerable experience working in The City of Lake Forest buildings, having performed maintenance in a majority of the City buildings over the past decade. In addition, their knowledge of the City's HVAC systems and control software will account for significantly less involvement from City personnel needing to guide a new contractor to each location's equipment. First Point also services Lake Forest Academy, Loyola Academy in Wilmette and Northshore Healthcare Systems with locations in Highland Park, Evanston and Buffalo Grove.

The contract terms are a maximum of three years, subject to acceptable performance by the contractor reviewed at the end of each year. The additional two years cannot exceed a two percent increase per year. In addition, a written request must be submitted to include documentation, justifying the need for the increase.

First Point Mechanical Services, L.L.C.	FY2019	FY2020	FY2021
	\$49,398.00	\$50,385.96	\$51,393.68

If awarded the low qualified contractor would begin this November to perform the heating start-up maintenance. The Village of Buffalo Grove is not required to accept the same bidder as lake Forest and may elect to engage one of the other contractors.

FY2019-21 Funding Source	Account Number	Amount Requested	Budgeted? Y/N
Operating Budget	Multiple Accounts	\$151,177.64	Y

COUNCIL ACTION: Award of Bid for a Three-Year HVAC Preventive Maintenance Contract to First Point Mechanical Services, L.L.C. in the amount of \$151,177.64

7. Approval to Waive the Competitive Bidding Process and Authorize Phase I of the Waukegan Road Sidewalk Replacement Project to Performance Paving LTD in the amount of \$199,000

STAFF CONTACT: *Michael Thomas, Director of Public Works (810-3540)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee is requesting City Council waive the competitive bidding process and authorize Phase I of the Waukegan Road Sidewalk Replacement Project to Performance Paving Ltd. in the amount of \$199,000.

BACKGROUND/DISCUSSION: The asphalt sidewalk located on the west side of Waukegan Road is within Illinois Department of Transportation's (IDOT hereafter) right-of-way. Like all IDOT right-of-way sidewalks, the municipal government is expected to repair and replace the sidewalk as needed. The Waukegan Road sidewalk from Deerpath to Rte. 176 is in poor condition. While the City's Streets Section has made multiple repairs over recent years, the sidewalk has deteriorated to a point where replacement is necessary.

If the City would agree to fund the IDOT required design, a resident living in the area offered to pay for the sidewalk's replacement. However the resident has asked that a specific paving company be used. The resident has utilized Performance Paving Ltd. for multiple parking lot construction projects and has been very satisfied with their work. The City's Engineering staff has also inspected numerous Performance Paving driveway replacements and agrees that their overall quality and ability to perform this type of work is acceptable. The project will be broken down into two phases: Phase I includes the sidewalk from Middlefork Drive to Rte. 176 and will be completed this fall. Phase II includes the sidewalk from Middlefork Drive to Deerpath Road and will be completed in the late spring, 2019.

City Council approved a contract with Gewalt-Hamilton Associates to provide design drawings for both phases of the replacement project. Design drawings for Phase I are complete and submitted to IDOT for their review. Phase II drawings are currently being developed and will be submitted to IDOT in late fall, 2018

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	8/28/18	Approved Waiving Bid Process
City Council	8/6/18	Approved Phase II Design and Authorized City Manager to Negotiate & Complete Donor Agreement
City Council	3/19/18	Approved Phase I Design
Public Works Committee	3/8/18	Reviewed & Approved Phase I Design

BUDGET/FISCAL IMPACT: Beginning on **page 103** of the agenda packet is Performance Paving's proposal to complete Phase I. Per the agreement, the City will pay the contractor directly and receive reimbursement from the donor.

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

Waiver requested per Administrative Directive 3-5, Section 9.0A – Specially Authorized Waiver (2/3 vote).

Below is a summary of the project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund	\$0	\$199,000	N

The cost will be reimbursed in accordance with the agreement approved by the City Council on August 6, 2018.

COUNCIL ACTION: Approval to Waive the Competitive Bidding Process and Authorize Phase I of the Waukegan Road Sidewalk Replacement Project to Performance Paving Ltd. in the amount of \$199,000.

8. Approval of a Resolution Granting Temporary Easements for the Construction of Stormwater Facilities on the Deerpath Golf Course and Authorizing the Mayor and City Manager to act on behalf of the City of Lake Forest on associated documents

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee requests City Council approval of a resolution and administrative documents granting a temporary construction easement to the Illinois Department of Transportation, to support the construction of two detention basins on the golf course in conjunction with the IDOT pump station replacement project.

BACKGROUND/DISCUSSION: City staff has worked with the State over the last five years to coordinate the State project to replace the existing IDOT pump station at Deerpath and Rt. 41. As part of this \$10.5M project, a new pump station facility will be constructed on State-owned property at the corner of Ahwahnee Lane and Deerpath. Once completed, the City will assume ownership and maintenance responsibilities for the system. In order to properly control the release of stormwater to the Skokie River, two detention basins will be constructed on the Deerpath Golf Course (DPGC hereafter), one at the hole 17 fairway and another adjacent to hole number 1. A new storm sewer will connect the two basins and will be constructed through the southern part of the DPGC parking lot. A new sewer will exit from the basin adjacent to hole-1 and discharge to the Skokie River to the east.

As part of this project, IDOT has added improvements at Deerpath under Rt. 41 (City-owned) to control flooding in the viaduct and to widen Deerpath to accommodate two turn lanes to access Rt. 41. There will be no cost to the City for any of the work associated with this project.

IDOT's current schedule shows the project bid opening in November, 2019 with construction starting in early spring, 2020 and lasting approximately one and a half years. IDOT requires temporary construction easements be granted for any City – owned property that will be disturbed during the construction; maps of the areas can be found on **page 104** of the City Council agenda packet. The golf course and any City property impacted by the construction will be completely restored. Specifically with DPGC's restoration, discussions are now occurring as to whether or not have IDOT restore the disturbed areas or simply provide funds for the City or its contractor to complete full restoration.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	8/28/18	Reviewed and Approved

BUDGET/FISCAL IMPACT: N/A

The easement documents and resolution can be found on **page 108** of your packet.

COUNCIL ACTION: Approval of a Resolution Granting Temporary Easements for the Construction of Stormwater Facilities on the Deerpath Golf Course and Authorizing the Mayor and City Manager to act on behalf of the City of Lake Forest on associated documents

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

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

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

Southeast Corner of McKinley Road and Scott Street - The Building Review Board recommended approval of a new duplex dwelling to be constructed with one residential unit fronting on McKinley Road and the other, fronting on Scott Street. Approval of the preliminary landscape plan is also recommended. The duplex is proposed on the site of a structure that was recently demolished by the new property owner due to its poor condition. One letter in support was presented to the Board from a neighboring property owner. (Board vote: 4-0, approved)

The Zoning Board of Appeals also considered this project and recommended approval of variances to allow the duplex to be sited consistent with other homes in the neighborhood as detailed in the following agenda item.

The Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 120**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

10. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)

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

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

525 W. Deerpath – The Zoning Board of Appeals recommended approval of variances from the side and rear yard setbacks to allow construction of an open rear porch and linking element between the garage and the house. No public testimony was presented to the Zoning Board of Appeals on this petition. (Board vote: 5 - 0, approved)

1195 McKinley Road – The Zoning Board of Appeals recommended approval of a variance from the side yard setback to allow the addition of a dormer to improve headroom in the stairway to second floor space. No public testimony was presented to the Zoning Board of Appeals on this petition. (Board vote: 5 - 0, approved)

Southeast Corner McKinley Road and Scott Street – The Zoning Board of Appeals recommended approval of variances to allow construction of a duplex dwelling sited consistent with the overall pattern of development in the area. This petition was also considered by the Building Review Board as detailed in the previous agenda item. Testimony was presented by a neighbor expressing concern about the size of the proposed building and impact on the character of Scott Street. The Board noted that the proposed duplex is in compliance with the square footage permitted on the site. One Board member voted in opposition to the petition due to concern about changes to the character of Scott Street. (Board vote: 5 - 1, approved)

370 Ahwahnee Lane – The Zoning Board of Appeals recommends approval of variances from the side and rear yard accessory structure setbacks to allow construction of a detached garage. No public testimony was presented to the Zoning Board of Appeals on this petition. (Board vote: 6-0, approved)

The Ordinances approving the petitions as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 132**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

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

6. ORDINANCES

7. NEW BUSINESS

- 1. Approval of an Intergovernmental Agreement in substantially the form attached hereto Between Rockland Fire Protection District, Village of Libertyville, City of Lake Forest, and the Libertyville Fire Protection District for Fire and Ambulance Service and Authorize the Mayor, City Manager, Attorney and City Clerk to proceed executing the Intergovernmental Agreement**

PRESENTED BY: *Pete Siebert, Fire Chief (810-3864)*

PURPOSE AND ACTION REQUESTED: At the request of the Rockland Fire Protection District ("District"), The Village of Libertyville ("Village") and the City of Lake Forest ("City"), submitted a proposal to provide fire and emergency ambulance services to residents and properties within their assigned sectors of the District. The Village and the City will, to the best of their ability and as reasonably and operationally practicable, provide such services on the same

basis as each provides these services to residents and properties within their corporate limits, consistent with statutory and regulatory guidelines.

BACKGROUND/DISCUSSION: In December, 2017, The Village of Libertyville and the City of Lake Forest submitted a joint proposal to deploy their professional full-time staffs and equipment to provide fire and EMS services to the District. The scope of the proposal included: fire suppression, EMS, fire prevention inspections, and public education. The proposal, and subsequent Intergovernmental Agreement ("IGA") is the result of a collaborative effort between Lake Forest and Libertyville to put forth a creative and thoughtful proposal that is focused on consolidating fire and EMS services in the area. The proposed IGA will enhance the level of service and reduce operating costs for the residents of the District. (See expense comparison on **page 160**). The proposed IGA, a copy of which is attached beginning on **page 161** is the result of many months of planning and discussion between all the agencies involved.

The City provided ambulance service to the Rockland District from 1974 until 2014. In 2014, the District terminated its IGA with Lake Forest and went with Libertyville for ambulance service. The Village of Libertyville also provides fire and ambulance service to the Libertyville Fire Protection District and will service the Rockland District out of a station owned by Libertyville PFD which is why they are a party to the proposed IGA.

Fire and Ambulance Services shall be provided by the Village and the City to the District in all areas to be known as D-46 (all areas north of the EJ & E railroad tracks – by Libertyville) and D-42 (all areas south of the EJ & E railroad tracks – by Lake Forest) during the period of October 1, 2018 through September 30, 2038. The District shall compensate the City and the Village with an "Annual Service Fee" per the following schedule:

1. October 1 2018 to April 30, 2019 - \$262,500 (prorated 7/12 of \$450,000)
2. May 1, 2019 to April 30, 2020 - \$450,000
3. May 1, 2020 to April 30, 2021 - \$496,000
4. Every May 1, to April 30, through the end of the Agreement payments will increase as detailed in the agreement.
5. Final payment for May 1, 2038 to September 30, 2038 to be prorated

BUDGET/FISCAL IMPACT: The City of Lake Forest will split the annual fee collected from the District equally (50-50) with the Village of Libertyville. Lake Forest will also collect billing revenue for any ambulance transports from the District. The City expects approximately 120 to 150 calls annually to the District under this contract, therefore the City may see a slight increase in overtime cost to maintain minimum staffing. Lake Forest will also look to add more part time (POP) staff, this will affect the part time salary budget.

First year estimated revenue/expense	
50% of fee collected from the IGA	\$225,000
Estimated Ambulance billing collections	\$ 17,500
Estimated Increased Overtime and POP expenses	(\$155,000)
Net revenue	\$ 87,500

COUNCIL ACTION: Approval of an Intergovernmental Agreement in substantially the form attached hereto Between Rockland Fire Protection District, Village of Libertyville, City of Lake Forest, and the Libertyville Fire Protection District for Fire and Ambulance Service and Authorize the Mayor, City Manager, City Attorney and City Clerk to proceed executing the Intergovernmental Agreement.

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS
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1. Continued Discussion of "Principles, Conduct and Procedures for Meetings and Activities of the Lake Forest City Council and Staff"

PRESENTED BY: *Aldermen Jim Preschlack and Jed Morris*

STAFF CONTACT: *Bob Kiely, City Manager (847-810-3675)*

BACKGROUND/DISCUSSION: A special City Council Workshop Meeting was held on May 21, 2018, to review two newly-drafted documents:

1. Decision-Making Parameters for City Council and Appointed Boards and Commissions; and Principles, Conduct
2. Procedures for Meetings and Activities of the City Council and its Members.

At the workshop, an Ad Hoc Committee, co-chaired by Finance Chairman Jed Morris and Third Ward Alderman Jim Preschlack, was established to review comments made at the meeting about the Principles, Conduct and Procedures document, accept further input from the City Council and to revise it accordingly.

A first draft of the document was presented at the July 2, 2018 City Council meeting. At that meeting, the City Council determined that the document needed further discussion.

On July 23, the City Council held a Special Workshop Meeting to review the new draft document, which contained additional comments provided by City Council members and City Staff, including the City Attorney.

The document is intended to memorialize the expectations and guiding principles of City Council members and City staff. They intend to reflect best practices in the City and how healthy, respectful governing and administrative boards operate.

A Resolution adopting the Principles, Conduct and Procedures as well as updating rules concerning public comment at meetings is attached beginning on **page 173**. The latest version of the Principles document, last revised at a meeting of the Ad Hoc Committee on

August 13, is attached to the Resolution. The rules concerning public comment at meetings was first adopted in 2011 but have been updated to be consistent with the newly-drafted Principles as well as recent the Illinois Attorney General's opinions.

COUNCIL ACTION: If determined to be appropriate by the City Council, adopt the "Principles, Conduct and Procedures for Meetings and Activities of the Lake Forest City Council and Staff" and "A Resolution Adopting Principles, Conduct and Procedures for Meetings and Activities of the Members of the Lake Forest City Council and Staff and Updating Rules Concerning Public Comment and Participation at Meetings."

9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 22** of this packet.

Office of the City Manager

August 29, 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.





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.



RESOLUTION OF APPRECIATION

WHEREAS, ROBERT W. WOLFF has been a dedicated employee of The City of Lake Forest since June 3, 2002 as Maintenance Worker/Refuse collector; and

WHEREAS, ROBERT W. WOLFF will honorably retire from the City on **September 6, 2018**; and

WHEREAS, ROBERT W. WOLFF has used his 41 years of knowledge in the sanitation field to educate and help keep his fellow employees safe from the many different hazards of refuse collection; and

WHEREAS, ROBERT W. WOLFF on multiple occasions has come to the aid of residents that he had found in need of emergency medical attention; and

WHEREAS, ROBERT W. WOLFF could always be counted on to serve the residents with a smile while, on route or managing the Compost & Recycling Center; and

WHEREAS, ROBERT W. WOLFF has been a dependable and dedicated employee, who took great pride and care in the service that he provided to the residents, the quantity of work he contributed and the exceptional care of equipment that he was assigned.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST that the Council, on behalf of the administration and residents of the community, hereby expresses its appreciation and gratitude to **ROBERT W. WOLFF** for a public service faithfully performed; and

BE IT FURTHER RESOLVED that this Resolution be appropriately inscribed and conveyed to **BOB**, with a copy to be included in the official minutes of the September 4, 2018 meeting of the Lake Forest City Council.

Mayor

Contact Info

First Name:	Stephen
Last Name:	Douglass
E-mail:	sdouglass@greencourtepartners.com
Title:	Managing Director
Organization:	
Address:	460 Washington Road
Address Line 2:	
City:	Lake Forest
State:	IL
Zip:	60045
Mobile Phone:	(312) 925-6422
Home Phone:	(847) 615-0236
Notes:	

Resident Data/Stats

Ward:	Ward 1
Precinct:	
US Citizen:	Yes
Registered Voter:	Yes
Lake Forest Resident since(YYYY):	1988
Business Name:	
Type of Business:	
Business Phone:	(312) 966-3810
Position:	
Date of Birth (Optional):	
Education:	Bachelor of Arts: Williams College
	Master in Architecture: Harvard University Graduate School of Design
	Master in Business Administration: Harvard Business School
Spouse's Name:	Laura
Children's Birth Years:	1989, 1994, 1994

Interest in Community Positions

Mayor:	No Interest at this time
Alderman:	No Interest at this time
#67 School Board:	No Interest at this time
#115 School Board:	No Interest at this time
Caucus Committee:	No Interest at this time
Audit Committee:	No Interest at this time
Board of Fire & Police Commissioners:	No Interest at this time
Building Review Board (BRB):	No Interest at this time
Cemetery Commission:	No Interest at this time
Committee Representing Our Young Adults (CROYA):	No Interest at this time
Construction Codes Commission:	No Interest at this time
Elawa Farm Commission:	No Interest at this time
Fireman's Pension Fund - Board of Trustees:	No Interest at this time
Gorton Community Center Board of Directors:	No Interest at this time
Historic Preservation Commission:	I currently hold this office / I have held this office in the past
Legal Committee:	No Interest at this time
Library Board:	No Interest at this time
Park & Recreation Board:	No Interest at this time
Planning Commission Labels:	I am currently applying / Consider me for this position in the future
Police Pension Fund - Board of Trustees:	No Interest at this time
Senior Resources Commission:	No Interest at this time
Zoning Board of Appeals (ZBA):	No Interest at this time
Other Positions:	

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

I anticipate occasionally missing meetings, due to business travel;

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

City of Lake Forest Historic Preservation Commission: 6 years, Commissioner
 Lake Forest Preservation Foundation Board of Directors: 5 years, Director
 Forest Park Board of Directors: Director until 2018

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

Career in architecture from 1978 to 1981. Career in real estate investment since 1988, including asset management, due diligence, development and construction.

References (Optional):

George Pandaleon
 Kent Novit
 Guy Berg

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

I recognize that Lake Forest's historic neighborhoods, commercial areas, parks and recreation areas would not be what they are today, had the City not put in place and enforced the various ordinances that govern historic preservation, zoning and planning. I look forward to contributing to this process, especially in the context of the potential upcoming study of the Comprehensive Plan.

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

Contact Info

First Name: **James**
 Last Name: **Moorhead**
 E-mail: **jmoorhead@moorhead-law.com**
 Title: **Principal**
 Organization:
 Address: **489 E. Illinois Rd.**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone: **(773) 750-2179**
 Home Phone: **(773) 750-2179**
 Notes: **My primary interest is the Planning Commission. I do have an interest in serving the community and would be open to considering the Elawa Farm Commission or other opportunities that might be appropriate.**

Resident Data/Stats

Ward: **Ward 1**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2016**
 Business Name:
 Type of Business:
 Business Phone: **(224) 544-5896**
 Position:
 Date of Birth (Optional):
 Education: **Loyola University Chicago Law School, JD 1999**
Georgetown University, BA 1994 (English and Classics double major)
Loyola Academy, 1990
 Spouse's Name: **Mary Gould Moorhead**
 Children's Birth Years: **2010, 2012.**

Interest in Community Positions

Mayor: **No Interest at this time**
 Alderman: **No Interest at this time**
 #67 School Board: **No Interest at this time**
 #115 School Board: **No Interest at this time**
 Caucus Committee: **No Interest at this time**
 Audit Committee: **No Interest at this time**
 Board of Fire & Police Commissioners: **No Interest at this time**
 Building Review Board (BRB): **I am currently applying / Consider me for this position in the future**
 Cemetery Commission: **No Interest at this time**
 Committee Representing Our Young Adults (CROYA): **No Interest at this time**
 Construction Codes Commission: **No Interest at this time**
 Elawa Farm Commission: **No Interest at this time**
 Fireman's Pension Fund - Board of Trustees: **No Interest at this time**
 Gorton Community Center Board of Directors: **No Interest at this time**
 Historic Preservation Commission: **No Interest at this time**
 Legal Committee: **No Interest at this time**
 Library Board: **No Interest at this time**
 Park & Recreation Board: **No Interest at this time**
 Planning Commission Labels: **I am currently applying / Consider me for this position in the future**
 Police Pension Fund - Board of Trustees: **No Interest at this time**
 Senior Resources Commission: **No Interest at this time**
 Zoning Board of Appeals (ZBA): **I am currently applying / Consider me for this position in the future**
 Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

None. My law firm is located in Lake Forest, and any business travel is minimal. I generally am available for meetings and ancillary work.

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

-Cub Scout Pack 46 Lake Forest, Treasurer (2018-).
 -Lake Forest/Lake Bluff Chamber of Commerce, Member (2016-Present).
 -Misericordia Home, Sibs Board Member (2001-2008, 2013-2015).
 -St. Simons Island Land Trust, Pro Bono Legal Counsel (2012-2017).
 -U.S. Olympic Committee Athlete Ombudsman, Pro Bono Counsel (2012-Present).

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

I have practiced commercial real estate law since 1999. I primarily focus now on leasing matters, but I have worked on zoning, development, purchase/sales, natural resource, and conservation matters. I began my career practicing zoning and real estate in Montgomery County, Maryland (under the MNCPPC jurisdiction). I thoroughly enjoy land use matters and the City of Lake Forest.

References (Optional):

I am happy to provide references if you would like them. I would like to let them know first (and do not want to bother them unnecessarily if they are not currently needed).

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

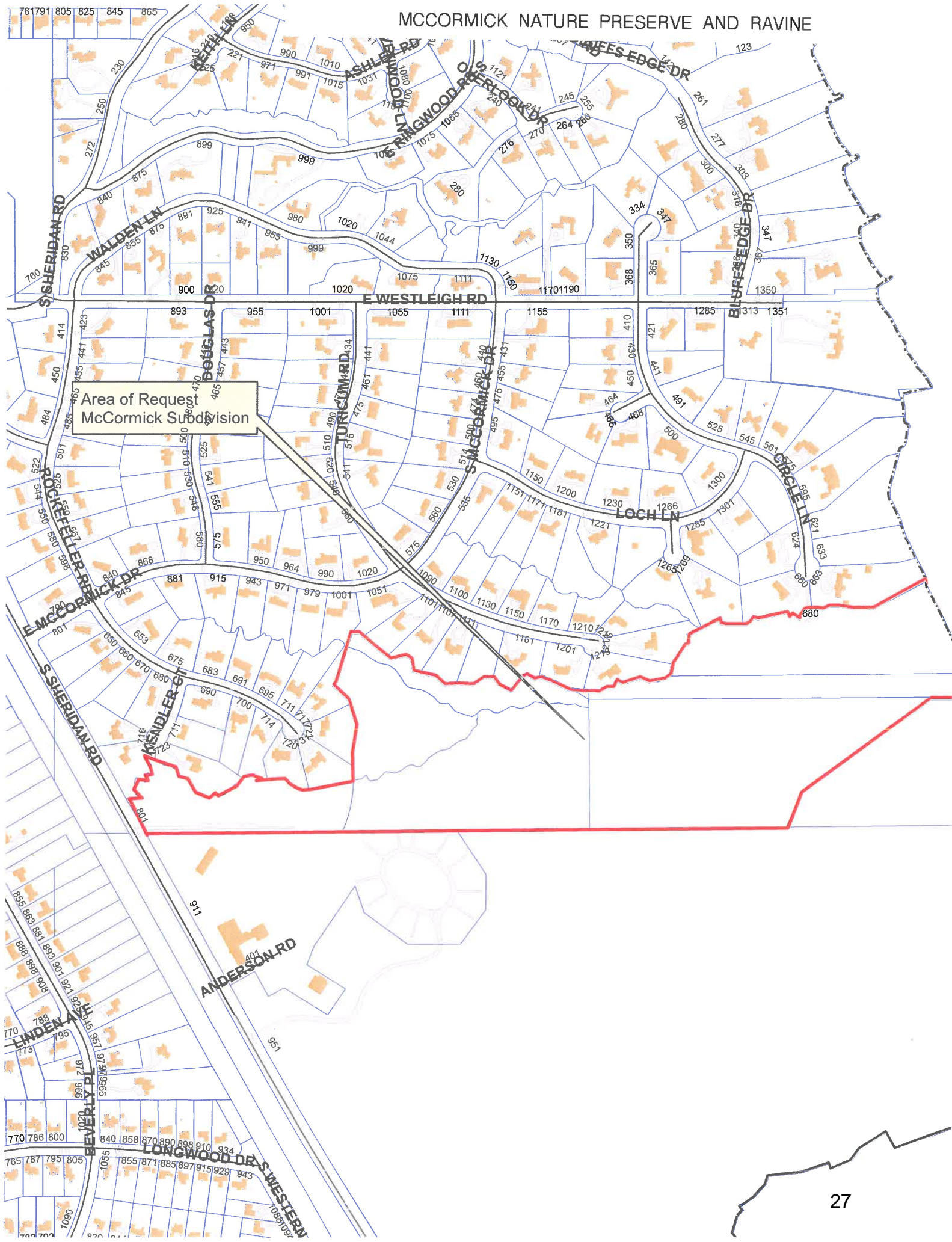
The Planning Commission combines my interest in land use and real estate with my interest in the history and culture of Lake Forest. This is a special community in which the breadth of real estate matters - from conservation and historic preservation to CBD and TOD development - are all included.

I would like an opportunity to give back to such a nice and unique community. The other opportunities about which I have an interest are the BRB and the ZBA.

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

I am a commercial real estate lawyer. Most of my work involves representing companies in commercial retail, office, and warehouse/industrial leases. To the extent any client had a matter in front of the City, we would have to take the necessary measures to avoid a conflict.

MCCORMICK NATURE PRESERVE AND RAVINE



Area of Request
McCormick Subdivision

THE CITY OF LAKE FOREST

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION AND
AUTHORIZING APPROVAL OF AN AMENDMENT TO THE
MASTER LAND TRANSFER AGREEMENT FOR MCCORMICK RAVINE**

WHEREAS, The City of Lake Forest (the "**City**") is the owner of certain real property consisting of approximately 61 acres located along Sheridan Road in southeast Lake Forest and commonly known as the McCormick Ravine (the "**Ravine Property**"); and

WHEREAS, the Ravine Property is a natural area with a unique and highly diverse ecosystem of deep ravines, uplands, eroded bluffs, and remnants of high quality seeps and mesic forest including threatened and endangered species, and the western portion of the Ravine Property has historically been utilized as a recreation camp enjoyed by Lake Forest youths; and

WHEREAS, Lake Forest Open Lands Association ("**LFOLA**") is a nationally-accredited, non-profit, and community-based land trust incorporated in 1967 whose mission is to be an independently-funded conservation and education organization devoted to the acquisition and stewardship of natural landscapes and to ensuring all generations have a meaningful, lasting connection to nature and the land; and

WHEREAS, pursuant to various agreements between the City and LFOLA, the LFOLA has assisted with stewardship of the Ravine Property and other open space properties owned by the City, and LFOLA and its volunteers have made,

and continue to make, valuable contributions to manage, protect, restore, and enhance the Ravine Property and to assist with research and education; and

WHEREAS, the City and LFOA previously entered into a "Master Land Transfer Agreement" dated September 15, 2015 (the "**Master Agreement**") that sets forth terms relating to the enhancement of the Ravine Property and the transfer of various parcels between the City and the Association, including portions of the Ravine Property, to further the conservation, restoration, maintenance, and protection of such lands; and

WHEREAS, because of the unique conditions of the Ravine Property, the City and LFOA have determined that certain amendments to the Master Agreement are necessary to clarify their mutual rights and responsibilities; and

WHEREAS, the City Council of the City has determined that approving amendments to the Master Agreement in substantially the form attached hereto as Exhibit A (the "**First Amendment**") is in the best interests of the City and its residents; and

WHEREAS, the Master Agreement and First Amendment provide for the subdivision of the Ravine Property into six separate lots as depicted on the final plat of subdivision for McCormick Nature Preserve Subdivision, which consists of seven sheets prepared by Bleck Engineering Company and dated August 1, 2018 ("**Final Subdivision Plat**"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, pursuant to notice duly published, the Plan Commission did conduct a public hearing regarding the granting of tentative and final subdivision

plat approval for the Final Subdivision Plat on August 8, 2018; and

WHEREAS, following the close of such public hearing, the Plan Commission evaluated the Final Subdivision Plat based on the applicable provisions of the Lake Forest City Code ("**City Code**") and found that the Final Subdivision Plat satisfies the criteria for tentative and final subdivision plat approval pursuant to Chapter 156 of the City Code; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City and its residents to approve the Final Subdivision Plat pursuant to Chapter 156 of the Lake Forest City Code and its home rule powers;

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: First Amendment Approvals; Authorizations.

(a) The City Council hereby approves the First Amendment in substantially the form attached hereto as Exhibit A pursuant to the City's home rule powers and other applicable authority, but subject to finalization of the "Baseline Documentation and Management Plan" exhibit to the Conservation Easement in a form approved by the City Manager and such other refinements that the City Manager (in consultation with the City Attorney) determine to be consistent with the policies and best interests of the City.

(b) The City Council hereby authorizes the City Manager to execute the First Amendment on behalf of the City, subject to the City's receipt of the signed First Amendment in its final form from LFOLA.

(c) The Mayor, City Clerk, City Manager, City staff, and City attorneys are hereby authorized and directed to take all appropriate actions to implement the terms of the Master Agreement as amended by the First Amendment.

SECTION 3: Final Subdivision Plat Approvals; Authorizations.

(a) The Final Subdivision Plat for the Ravine Property, in the form attached hereto as Exhibit B, is hereby approved as both the tentative plat and the final plat of subdivision for the Ravine Property pursuant to Sections 156.027 and 156.029 of the City's Subdivision Code and the City's home rule powers, subject to the terms and conditions of this Resolution and such modifications as may be determined by the City to be in substantial conformity with Exhibit B.

(b) The City Council hereby authorizes and directs: (i) the City Manager to execute and attest the Final Subdivision Plat on behalf of the City as owner of the Ravine Property subject to his review thereof for determination of compliance with all applicable requirements; and (ii) all other required City signatures and certifications to be affixed to the Final Subdivision Plat and any other relevant documents subject to obtaining all other approvals, sworn statements, signatures, and certifications required for the Final Subdivision Plat. After obtaining all necessary signatures and seals, and review and approval by the City Manager in consultation with the City Engineer and Director of Community Development for

compliance with all applicable requirements, the City Clerk shall be authorized and directed to cause the Final Plat of Subdivision to be promptly recorded with the Lake County Recorder of Deeds.

SECTION 5: This resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS ____ DAY OF _____, 2018

AYES ()

NAYS ()

ABSENT ()

APPROVED THIS ____ DAY OF _____, 2018

Mayor

ATTEST:

City Clerk

EXHIBIT A

First Amendment to Master Land Transfer Agreement

**FIRST AMENDMENT TO MASTER LAND TRANSFER AGREEMENT BY AND BETWEEN
THE CITY OF LAKE FOREST AND LAKE FOREST OPEN LANDS ASSOCIATION**

This FIRST AMENDMENT TO MASTER LAND TRANSFER AGREEMENT (the "**Amendment**") is entered into as of this ____ day of _____, 2018 (the "**Amendment Date**") by and between THE CITY OF LAKE FOREST, an Illinois special charter and home rule municipality (the "**City**"), and LAKE FOREST OPEN LANDS ASSOCIATION, an Illinois not for profit corporation (the "**Association**") (collectively, the City and Association shall hereinafter be referred to as the "**Parties**").

In consideration of the mutual promises, covenants, and undertakings hereinafter set forth, the Parties hereby agree as follows:

Section 1: Recitals.

A. The Parties have previously entered into a "Master Land Transfer Agreement" dated September 15, 2015 (the "**Master Agreement**") that set forth terms relating to the enhancement of the McCormick Ravine¹ and the transfer of various parcels between the City and the Association, including portions of the McCormick Ravine (depicted in Exhibit A of the Master Agreement).

B. Pursuant to the Master Agreement, the Parties have entered into a Project Partnership Agreement dated September 16, 2015, with the United States Department of the Army (the "PPA Agreement"), which remains in effect and is not modified or amended by this Amendment.

C. Because of the unique conditions of the McCormick Ravine, the Parties have determined that certain amendments to the Master Agreement are necessary to clarify the Parties mutual rights and responsibilities. In addition, the Parties acknowledge that, in light of the conveyances relating to the McCormick Ravine, it may be appropriate to mutually review the 1995

¹ Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Master Agreement.

Land Management Agreement to determine whether any amendments thereto are necessary or desirable.

Section 2: McCormick Ravine Subdivision.

A. General. The McCormick Nature Preserve Subdivision (referred to herein as the "**McCormick Ravine Subdivision**") shall be comprised of the following six lots, which are depicted on the plat attached hereto as Exhibit 1 (the "**Plat**");

1. Lot 1, referred to as the "**West Lot**";
2. Lot 2, referred to as the "**Army Lot**";
3. Lot 3, referred to as the "**City Lot**";
4. Lot 4, referred to as the "**Conservation Easement/Option Lot**";
5. Lot 6, referred to as the "**Sewer Lift Station Lot**"; and
6. Lot 5, referred to as the "**East Lot**."

(All of such lots shall hereinafter be collectively referred to as the "**Ravine Lots**," and the West Lot, East Lot, Army Lot, and Conservation Easement/Option Lot shall be collectively referred to as the "**Conveyance Lots**"). The Plat supersedes the Draft Plat attached as Exhibit F to the Master Agreement.

B. Subdivision Plat Preparation and Review. The City, in consultation with the Association, has caused the Plat to be prepared, which Plat is attached hereto Exhibit 1.

C. Subdivision Approval. Following the preparation of the Plat in accordance with Section 2.B of this Amendment, the City shall cause the Plat to be reviewed and considered for approval as a preliminary/final plat in accordance with the subdivision requirements of the Lake Forest City Code (the "**City Code**"). The City shall make every effort to complete the subdivision approval process of the Plat before September 30, 2018.

D. Recordation of Plat. After the Plat is approved, the City shall cause it to be promptly recorded in the Office of the Lake County Recorder.

E. City Utility Lines. In addition to the Subdivision Plat, the City shall cause to be prepared and delivered to the Association at least ten (10) days before closing on any of the Conveyance Lots, a plat of survey of the McCormick Ravine, which plat of survey shall depict the City utility lines currently located in the McCormick Ravine, including all storm sewer outfalls. In addition to its rights set forth in the Ravine Utility Easement (Exhibit H to the Master Agreement), the City retains full responsibility for such utility lines, including the responsibility to maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place the lines and to repair any damage caused by outflows or breaks in such lines.

Section 3. Disposition of Platted Lots.

A. West Lot. Following recordation of the Plat, the City shall convey the West Lot to the Association in accordance with Section 3.C of the Master Agreement. The Parties agree that the Association shall not perform any on-site environmental testing to determine the presence of hazardous substances on the West Lot prior to any closing on the conveyance of the West Lot.

B. Army Lot. Following recordation of the Plat, the Parties shall take such actions as are prescribed for the “Former Army Lot” in accordance with Section 3.D of the Master Agreement. In addition, the Parties shall execute and record a memorandum of agreement regarding the Purchase and Sale Agreement that is to be executed pursuant to Section 3.D of the Master Agreement. The Parties agree that the Association shall not perform any on-site environmental testing to determine the presence of hazardous substances on the Army Lot prior to any closing on the conveyance of the Army Lot.

C. City Lot. The City shall retain title to the City Lot, subject to the terms and conditions of Section 3.F of the Master Agreement. Consistent with the Master Agreement, the City affirms that, to the best of its knowledge, the former City landfill is located entirely within the boundaries of the City Lot. The City agrees not to construct any building or structure on the City Lot unless (i) ancillary to the day camp and similar in scale to existing structures (as generally described in the “Updated Camp Easement” attached hereto as Exhibit 3), or (ii) required to satisfy

requirements of applicable federal, State, or other applicable laws or regulations. The City also agrees to maintain the City Lot within the City's OA Zoning District and to utilize the City Lot in a manner consistent with the requirements of the PPA.

D. Conservation Easement/Option Lot. Contemporaneously with the closing on the conveyance of the East Lot from the City to the Association, the City shall:

1. Execute and record a conservation easement relating to the Conservation Easement/Option Lot, which conservation easement shall be in the form attached hereto as Exhibit 2 (the "**Conservation Easement**");
2. Grant the Association an easement relating to the Conservation Easement/Option Lot in general conformity with the City Lot Easement (Exhibit L to the Master Agreement); and
3. Enter into a Purchase and Sale Agreement in substantially the form of Exhibit G to the Master Agreement with the Association, whereby the City agrees to convey the Conservation Easement/Option Lot to the Association, subject to the restrictions set forth in the Conservation Easement. Additionally, the Parties shall execute and record a memorandum of agreement with respect to the Purchase and Sale Agreement. The closing on the conveyance of the Conservation Easement/Option Lot shall be deferred until not more than 60 days after the Association has notified the City that it has determined that the Association desires to acquire title to the Conservation Easement/Option Lot. Notwithstanding the foregoing, the Purchase and Sale Agreement for the conveyance of the Conservation Easement/Option Lot by the City to the Association shall be terminated if the closing has not been consummated within 100 years after the Effective Date of the Master Agreement. Contemporaneous with the closing on the City's conveyance

of the Conservation Easement/Option Lot to the Association, the Association shall: (a) grant to the City the Ravine Utility Easement upon the entirety of the Conservation Easement/Option Lot; and (b) grant to the City the Updated Camp Easement with respect to the entirety of the Conservation Easement/Option Lot. The Parties agree that the Association shall not perform any on-site environmental testing to determine the presence of hazardous substances on the Conservation Easement/Option Lot prior to any closing on the conveyance of the Conservation Easement/Option Lot.

E. Sewer Lift Station Lot. The City shall retain title to the Sewer Lift Station Lot and affirms that the Association shall have the right to use the existing Circle Lane Easement, as provided in the Master Agreement. The Parties agree that the Plat shall reserve such easement or easements that may be necessary to ensure full and complete access to the Sewer Lift Station Lot and the East Lot.

F. East Lot. Following recordation of the Plat, the City shall convey the East Lot to the Association in accordance with Section 3.B of the Master Agreement. The Parties agree that the Association shall not perform any on-site environmental testing to determine the presence of hazardous substances on the East Lot prior to any closing on the conveyance of the East Lot. The Association may conduct other soil and geotechnical analysis for purposes of ongoing nature preserve restoration and preserve infrastructure work such as bridges and trails.

G. Conveyance Lot Deeds. Notwithstanding anything to the contrary in the Master Agreement (including Exhibit G thereto), the deeds from the City to Association for any of the Conveyance Lots shall provide that, if the Association (or LFLF, as defined in Section 7 below) is dissolved or otherwise ceases to exist and, at such time, title to such Conveyance Lot has not otherwise been assigned or conveyed, the title to such Conveyance Lot shall revert back to the City. This section shall not be construed to prohibit the Association or LFLF from assigning or

conveying title to the Conveyance Lots, or any of them, subject to the covenants, easements, and conditions set forth in the Master Agreement as amended by this Amendment.

Section 4. Amendment to Section 3.E of Master Agreement; Clarification of Access and Use Rights.

A. Amending Section 3.E. Section 3.E of the Master Agreement is hereby amended in its entirety so that said Section 3.E shall hereafter be and read as follows:

E. Access and Restoration License.

Within the later of (i) 60 days after the Effective Date of this Agreement, or (ii) ten days after the PPA is fully executed, the City shall grant to the Association a license in general conformity with Exhibit K attached hereto (the “**McCormick Access Easement**”) to access the McCormick Ravine for purposes of pursuing maintenance, restoration, and preservation activities consistent with the standards in the 1995 Land Management Agreement. The McCormick Access Easement shall be and remain in effect until the sooner of (iii) the termination of this Agreement, (iv) for each of the East Lot, West Lot, Conservation Easement/Option Lot, and ~~Former~~ Army Lot, until the closing on the conveyance of each such lot as provided in this Section 3 [or as provided in Section 3 of the Amendment to this Agreement], or (v) for the City Lot, until such time as the City Lot Easement is recorded.

B. Clarification of Access and Use Rights. The Parties agree that, as part of the Association’s pre-closing rights under the McCormick Access Easement (being Exhibit K to the Master Agreement) and as part of the post-closing restrictions to be set forth in the McCormick Ravine Open Space Covenant or a corresponding covenant, the Association may establish trails (including bridges, as needed) within all of the lots constituting McCormick Ravine; provided that:

- (i) At least 45 days before commencing work within the McCormick Ravine on any such trail, the Association shall deliver plans for any such trail to the City identifying the location, the materials to be used, and the construction methodology for the trails (including any equipment to be used)(the “**Trail Construction Activities**”). The trails may be in such location as the Association shall determine, subject to the conditions contained in this Section 4.B.
- (ii) If the Trail Construction Activities will require a building permit, will result in a “Soil Disturbance” (as defined in Section 5 of this Amendment), or will otherwise interfere with City utility facilities located within the McCormick Ravine, the City shall so notify the Association within such 45-day period (a “**Consent Notice**”), and the Trail Construction Activities shall require such City approvals as required by the City Code, the Master Agreement (or its

various exhibits), or this Amendment before commencing.

- (iii) If the City does not deliver a Consent Notice to the Association within such 45-day period, the Association may proceed with work to establish trails within the McCormick Ravine without further approval of the City.
- (iv) The City agrees to waive all permit fees in connection with the subdivision and any building permit required in connection with the activities discussed in this Section 4.B.
- (v) All Trail Construction Activities within the McCormick Ravine shall be undertaken not as a City activity or project, but as an activity in furtherance of the Association's organizational mission, even if such activities precede conveyance of any of the Ravine Lots to the Association.

The Parties agree to make such amendments or revisions to any easement or covenant included in or required by the Master Agreement to conform to the terms of this Section 4.B. The Parties further agree to amend the Day Camp Easement (Exhibit J to the Master Agreement) as set forth in Exhibit 3 attached to this Amendment (the "**Updated Camp Easement**"). The Parties re-affirm the rights provided for under Section 9.M.2 of the Master Agreement and the rights relating to the City's day camp as set forth in the Updated Camp Easement. In addition, the Association shall be permitted to use motor vehicles on the City Lot, Army Lot, and Conservation Easement/Option Lot as may be necessary to construct trails and a bridge and for natural area restoration and maintenance, tree removals and similar activities; provided that no vehicle with a gross vehicle weight rating (GVWR) in excess of 14,000 pounds shall be permitted without prior written approval of the City Manager of the haul route based on the Manager's reasonable discretion that best management practices for protecting the McCormick Ravine will be implemented.

Section 5. Environmental Matters: Post-Conveyance Testing; Contribution Agreement.

A. General. The Parties acknowledge that portions of the McCormick Ravine had been used for sanitary landfill purposes, and the City believes that such landfill uses stopped more than 50 years ago. Notwithstanding that the cessation of landfill activities on the McCormick Ravine and the absence of any documented environmental hazards within the McCormick

Ravine, the Parties desire to exercise due care to minimize the risk of environmental contamination.

B. Limitations on Testing and Disturbances. The Parties agree that, except as may otherwise be required by law or mutually agreed in writing by the Parties, there shall be no environmental testing for hazardous materials on any of the Conveyance Lots. Additionally, neither of the Parties shall undertake any activity that penetrates the soil within any Ravine Lots by more than eight inches (8") or such greater or lesser depth as may be specified as requiring a permit in the City's generally applicable codes and ordinances (a "**Soil Disturbance**") without notice to and approval from the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned) and obtaining any required permit from the City. The City agrees that any permit required will be pursuant to generally applicable codes and ordinances of the City.

C. Contribution Agreement. Contemporaneously with the closing of East Lot conveyance from the City to the Association, the City and the Association shall enter into the "**Contribution Agreement**" attached as Exhibit 4 to this Amendment.

Section 6. Access.

A. Southerly Access. In order to prevent excessive use of and traffic in the McCormick Ravine that would threatened the fragile ecosystem of McCormick Ravine, the Parties agree that access by third parties to the McCormick Ravine from the adjoining property to the south shall be subject to the joint control of the City and the Association and, pursuant and subject to Section 9.M.2 of the Master Agreement, the Association may limit access to the McCormick Ravine if reasonably necessary to protect the McCormick Ravine ecosystem.

B. Sheridan Road Access. The Association may construct at no expense to the City an access road in the area denoted as "Ingress/Egress Easement" on the Plat (Exhibit 1). Such road may, in the Association's discretion be gravel or paved and shall be of such width and in such location as the Association may determine. The City may utilize such road as the Association may construct, and the City's access will be limited to that road unless the City reasonably

determines that the road is inadequate for the City's purposes or unless the City acquires additional, adjoining property through which City access may be facilitated.

Section 7. **Land Foundation.** The Association may elect to assign its rights under the Agreement to its affiliate, Lake Forest Land Foundation ("***LFLF***"), and direct that the Conveyance Lots (or any of them) be conveyed to LFLF.

Section 8. **Authority.** The Association and the City each represent to the other that it has the full legal authority to enter into this Amendment and to consummate the transactions contemplated hereby, and that all actions of their respective governing authorities have been duly taken.

Section 9. **Effective Date; Continued Effect.** This Amendment (including Exhibits 1 through 4 hereof, which are hereby incorporated into and made a part of this Amendment) shall be in full force and effect as of the Amendment Date. Except as expressly provided in this Amendment, the Master Agreement (including the exhibits thereto) remains in full force and effect, and all covenants contained herein shall survive closing on the Conveyance Lots.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

LAKE FOREST OPEN LANDS ASSOCIATION

THE CITY OF LAKE FOREST

By: _____

By: _____

Its _____

Robert T.E. Lansing, Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Its _____

City Clerk

EXHIBIT 1
Subdivision Plat

EXHIBIT 2
Conservation Easement

This Instrument prepared by
(and after recording return to):
George M. Covington
Law offices of George M. Covington LLC
500 North Western Avenue
Lake Forest, IL 60045

GRANT OF CONSERVATION RIGHT AND EASEMENT

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT is made this ____ day of _____, 2018, by THE CITY OF LAKE FOREST ("Grantor"), an Illinois special charter and home rule municipality whose address is 220 East Deerpath, Lake Forest, Illinois 60045 in favor of LAKE FOREST OPEN LANDS ASSOCIATION ("Grantee"), an Illinois not-for-profit corporation, whose address is 350 North Waukegan Road, Lake Forest, Illinois 60045.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Lake County, Illinois, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

B. The Property possesses natural and scenic values of great importance to Grantor, the people of Lake County and the people of the State of Illinois; and

C. The Property consists of approximately 16 acres of open space constituting a portion of McCormick Ravine and Woods. Prior to European settlement, the Lake Michigan coastal zone was one of the most diverse ecosystems in Illinois. Within that zone, the ravine and woodland habitats bordering Lake Michigan are the most ecologically diverse, and currently threatened, features. The remnant natural communities found in McCormick Ravine host many rare species including state threatened and endangered populations. McCormick Ravine has been identified as one of the most mature and highest quality ravine ecosystems on Lake Michigan, and includes an old growth oak woodland considered one of the finest in our region; and

D. The Property is part of the subject of a certain Master Land Transfer Agreement (as amended) between the Grantor and Grantee (the "MLTA"), which MLTA extends to Grantee certain rights to acquire title to the Property (the "Grantee Acquisition Rights"); and

E. The Grantor currently maintains various utility lines and facilities within, under, and upon the Property, including sanitary sewers and stormwater sewers and facilities (the "Utility Uses"); and

F. The specific conservation values (the "Conservation Values") of the Property are described herein and are further documented in the materials attached hereto as Exhibit B and incorporated by this reference, which consists of maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which are intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

G. The Conservation Values are complemented by the utilization of the Property for camping experiences by youths of the Lake Forest community ; and

H. Grantor and Grantee have agreed as part of the MLTA to execute a "Camp Easement" (a copy of which is attached hereto as Exhibit C) in the event that Grantee exercises the Grantee Acquisition Rights, which Camp Easement authorizes certain activities and facilities relating to a community day camp (the "Camp Purposes"); and

I. Grantor intends to achieve certain purposes (the "Conservation Purposes"), including the Camp Purposes and the preservation of the Conservation Values of the Property, by the continuation of land use patterns existing at the time of this grant to preserve natural plant and animal communities and scenic areas in the region in which the Property is located; and

J. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Purposes of the Property in perpetuity; and

K. Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Code") whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

L. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to endeavor to preserve and protect in perpetuity the Conservation Values and Conservation Purposes of the Property for the benefit of this generation and the generations to come; and

M. Grantor and Grantee have entered into a Project Partnership Agreement (the "PPA") with the United States Department of the Army for the restoration of McCormick Ravine, and Grantor and Grantee acknowledge that the PPA remains in effect and is not intended to be altered by any of the provisions herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Illinois and in particular 765 ILCS 120/1-120/6 (the "Statute"), Grantor hereby voluntarily grants and conveys to Grantee a conservation right and easement (the "Easement") in perpetuity over the Property of the nature and character and to the extent and subject to the terms hereinafter set forth, to have and to hold unto Grantee and its successors and assigns forever, and Grantor and Grantee agree.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition and that any natural plant and animal communities located on the Property which are indigenous to northeastern Illinois will be preserved to the extent feasible, consistent with both the PPA and the Conservation Values and Conservation Purposes herein expressed.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - (a) To preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other Conservation Values and Conservation Purposes of the Property, subject to Grantor's Utility Uses and as provided for in the Camp Easement;
 - (b) To view the Property in its scenic and open condition at ground level from adjacent land;
 - (c) To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to Grantor, and Grantee shall not unreasonably interfere with the Utility Uses, the preservation of the Camp Purposes as provided for in the Camp Easement, or Grantor's use and quiet enjoyment of the Property in accordance with the terms of this Easement;
 - (d) To enforce the terms of this Easement by appropriate legal proceedings against Grantor, parties acting under, through, or with the consent of Grantor, and other third parties, so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;
 - (e) To place and replace during the inspections authorized above small markers to identify boundaries, corners, and other reference points on the Property, which shall not be removed by or with the permission or approval of Grantor without prior notice to and approval of Grantee;
 - (f) To construct trails for pedestrian use;
 - (g) To install small structures customarily used in nature preserves such as interpretive signage, benches, memorial rocks, kiosks, boardwalks, bridges and similar structures used to facilitate passive recreational use of the site;
 - (h) To maintain a fence along the entire southernmost boundary of the easement;
 - (i) To have access through the entire parcel for the purpose of maintaining a nature preserve which includes activities such as prescribed burning, invasive species removal and planting using ATVs, tractors and similar equipment not exceeding 14,000 pounds in Gross

Vehicle Weight Rating (“GVWR”), unless Grantee obtains prior written approval of the Grantor’s City Manager of the haul route based on the Manager’s reasonable discretion that best management practices for protecting the Property and the entire McCormick Ravine will be implemented;

(j) To have access through the entire parcel for the purpose of trail, boardwalk and bridge construction and maintenance on the Property and other property owned by Grantee with appropriate equipment used for such activities, but not for any vehicles exceeding 14,000 pounds GVWR, unless Grantee obtains prior written approval of the Grantor’s City Manager of the haul route based on the Manager’s reasonable discretion that best management practices for protecting the Property and the entire McCormick Ravine will be implemented.

None of the activities authorized pursuant to this Section 2 shall involve or result in any activity that penetrates the soil within any of the Property by more than eight inches (8”) or such greater or lesser depth as may be specified as requiring a permit in The City of Lake Forest’s generally applicable codes and ordinances, unless otherwise authorized by permit issued the City consistent with the terms of applicable agreements between Grantor and Grantee. Additionally, Grantee’s rights hereunder are subordinate to the terms of the Camp Easement, the Utility Uses, and any requirements of federal or state statutes, laws, or regulations (the “Grantor’s Reserved Uses and Activities”).

3. **Prohibited Uses.** Unless otherwise expressly permitted in Sections 2 and 5.B hereof, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited, except to the extent related to Grantor’s Reserved Uses and Activities:

(a) The placement or construction of any buildings whatsoever, or other structures or improvements of any kind (including, without limitation, above-ground utility lines and related facilities, lighting fixtures of any kind, sheds, yurts, screened buildings, animal enclosures, fences, roads, antennae, tennis courts, flag poles, decks, patios, irrigation systems, swimming pools, driveways, playground equipment such as swing sets or jungle gyms, signs, billboards, and parking lots and other man-made or impervious surfaces);

(b) The planting or installation of any trees or other plants or other landscape features inconsistent with the purposes of this Easement, including, without limitation, lawns, golf courses, putting greens, soccer and other ball fields, and alien or invasive plant species;

(c) Any alteration of the surface topography and hydrology of the land (including, without limitation, grading or the excavation, removal or moving of soil, sand, gravel, peat, or vegetation, except as may be necessarily required in the course of any activity expressly permitted hereunder);

(d) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters

(including, without limitation, any use or application of any pesticide or herbicide, except in accordance with a plan for such use or application approved in writing by Grantee);

(e) The draining, filling, diking, dredging or digging of any wetlands, ponds, water courses, floodplains, or other areas located on the Property unless expressly part of planning to enhance or protect the natural qualities of the surrounding landscape;

(f) The destruction or removal of the native flora located on the Property, except as may be expressly approved by the Grantee;

(g) The future dumping, placing or storing of trash, discarded equipment, appliances, automobiles or household items, garbage, grass clippings and other landscape waste, or other waste material;

(h) The operation or permitting to be operated of snowmobiles, motorcycles, drones, model airplanes, all-terrain vehicles or any other type of motorized vehicle on or over the Property (except for vehicles used only in connection with maintenance activities permitted hereunder or related to Grantor's Reserved Uses and Activities); and

(i) The lighting of the Property by means of any lighting fixture located on the Property or by means of any flood or spot light located off the Property but focused on the Property; and

Grantor covenants and agrees not to commit any of the above activities or uses of the Property or knowingly permit any of such activities or uses to occur. Grantor agrees to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the conservation purposes of this Easement.

4. **Development Rights.** To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights (other than Grantor's Reserved Uses and Activities) shall not be exercisable on, above, or below the Property, nor shall they be transferred to any adjacent parcel or exercised in a manner that would interfere with the preservation and conservation purposes of this Easement.

5. **Reserved Rights.**

A. **General.** Grantor reserves to itself all rights accruing from its ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property for recreational purposes not prohibited under the provisions of this Easement and which do not interfere with the preservation of plant and animal communities currently on the Property.

B. Express Reservations. Notwithstanding anything to the contrary in this Easement, Grantor expressly and specifically reserves the rights to use the Property and undertake activities upon the Property in furtherance of Grantor's Reserved Uses and Activities.

6. Remedies.

(a) In the event of a violation or threatened violation of any representation, warranty, covenant or other provision of this Easement, in addition to any remedies now or hereafter provided by law, Grantee may, following reasonable notice to Grantor, (i) institute a suit for injunctive relief, specific performance or damages, (ii) enter upon the Property to correct any such violation, and hold Grantor and Grantor's successors and assigns in title responsible for the cost thereof, or (iii) expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale, and all funds so paid or expended by Grantee shall, until repaid, constitute a lien on the Property. Grantor waives any bond requirement which may be applicable to injunctive relief. In the event Grantee files an enforcement action against Grantor under this Easement, the party that substantially prevails in such enforcement action shall be entitled to reimbursement for any costs or expenses (including reasonable attorneys' fees) incurred in connection with the enforcement action from the non-prevailing party.

(b) Grantee's remedies hereunder shall be cumulative, and the exercise by Grantee of one remedy shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time. All damages, costs, and expenses awarded to Grantee hereunder shall constitute a lien against the Property until repaid by Grantor. Grantee shall have the right, but not the obligation, to record a notice of any lien which Grantee may claim to have against the Property under this section or any other provision of this Easement and may foreclose or otherwise enforce such lien in any manner provided by law. In addition to the foregoing, Grantee may record a notice of violation in the Office of the Recorder of Lake County, Illinois.

(c) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure shall continue for ten (10) days after written notice thereof to Grantee, to institute a suit for injunctive relief or specific performance. Grantor hereby waives any claim for damages resulting from such failure, and expressly acknowledges that any such failure by Grantee shall in no way affect the validity of this Easement or any of the other covenants contained herein. Notwithstanding the foregoing, the party that substantially prevails in an action filed under this Section 6(c) shall be entitled to reimbursement for any costs or expenses (including reasonable attorneys' fees) incurred in connection with the enforcement action from the non-prevailing party.

(c) Nothing contained in the Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from Grantor's Reserved Uses and Activities or causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same, or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver thereof.

8. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 USCA 9601 *et seq.*), and the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*).

10. **Mechanic's Liens.** The Parties shall keep the Property free from any mechanic's liens. If any such liens are placed against the Property, the Party responsible for the work giving rise to such mechanic's lien shall promptly cause any such lien to be released or, in the alternative, shall provide the other Party with title insurance reasonably acceptable to insure over said liens. The non-responsible Party shall have the right to pay any lien if such lien is not discharged or insured over as provided in the foregoing sentences of this Section 9. Grantee shall have a lien on the Property in the amount of any funds paid by Grantee to discharge such mechanic's lien until such amount has been repaid by Grantor. Any such mechanic's lien shall be junior and subordinate to this Easement.

11. **Costs and Liabilities.** Except as otherwise expressly provided herein or in the MLTA, Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership or operation of the Property, as well as any upkeep and maintenance of the Property undertaken by Grantor.

13. **Management and Restoration.** Grantee may, at its expense, manage the Property in accordance with the management plan attached hereto as part of Exhibit B (the "Management Plan.") Grantor and Grantee may, from time to time, amend or modify the Management Plan, provided that any and all such amendments or modifications shall be consistent with the purpose of this Easement (including Grantor's Reserved Uses and Activities). Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the operator of the Property within the meaning of the CERCLA by exercising physical control over day-to-day operations of Grantor or becoming involved in management decisions of Grantor regarding the generation, handling or disposal of hazardous substances, if any.

14. **Real Estate Taxes.** Grantor shall pay before delinquency all real estate taxes, assessments, fees, and charges, if any, of whatever description levied on or assessed against the Property by competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have the right to pay such real estate Taxes and special assessments at any time that such Taxes and assessments may be delinquent. In the event Grantee makes such payment, there shall be a lien in Grantee's favor on the Property in the amount thereof until such amount is repaid by Grantor.

15. **Extinguishment.** Except as otherwise set forth in Section 16 or Section 24(g) hereof, this Easement may only be terminated or extinguished if circumstances arise in the future that render the purposes of this Easement impossible or impractical to accomplish, and, under such circumstances, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Amendments, modifications, or boundary line adjustments approved in writing by Grantor and Grantee and not resulting in any net loss of land protected by this Easement shall not be deemed to constitute extinguishments.

16. **Amendment and Modification.** This Easement may be amended or modified from time to time only by written instrument executed by Grantor and Grantee and recorded with the office of the Recorder of Lake County, Illinois. Either party may, in its absolute discretion, grant or withhold its consent to any amendment or modification requested by the other party. In no event shall the consent of any party other than Grantor and Grantee be required for such amendment or modification, even if such other party is entitled to enforce this Easement under the Statute or any other law.

17. **Assignment.** This Easement is assignable by Grantee but only if (a) approved in writing by Grantor prior to any such assignment, and then (b) only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation rights under the Statute (or any successor provision then applicable). The transferee shall have the commitment to protect the conservation purposes of this Easement and the resources to enforce the terms hereof. As a condition of such assignment, Grantee shall require the assignee to assume the obligations of Grantee under this Easement and to agree that the conservation purposes that this grant is intended to advance shall continue to be carried out in perpetuity. Grantor's approval to an assignment described in this paragraph shall not be unreasonably withheld.

18. **Subsequent Transfers.** Grantor agrees to incorporate this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way or result in any liability on the part of the Grantor. By the acceptance of a deed or other instrument of conveyance, any

party accepting a conveyance of the Property or otherwise acquiring any interest therein acknowledges that it is familiar with the terms of this Easement and agrees to be bound thereby.

19. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement.

20. **Notices.** Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: City of Lake Forest
220 East Deerpath
Lake Forest, IL 60045
Attn.: City Manager

To Grantee: Lake Forest Open Lands Association
350 North Waukegan Road
Lake Forest, IL 60045
Attention: President

or such other address as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by registered or certified mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

21. **Recordation.** Grantee shall, at its sole cost and expense, record this instrument in the official records of Lake County, Illinois and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Easement. Grantee may, prior to the fortieth anniversary of the date of this Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-118, for the purpose of preserving the lien of this Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Easement.

22. **Nature of Conveyance.** The conveyance hereunder constitutes a perpetual conservation right under the Statute, an interest in real estate, a common law easement in gross, a public easement under 35 ILCS 200/9-145(e), a common law dedication, and an easement and covenant running with the land under 35 ILCS 200/22-70. If the Grantee ever becomes owner of fee simple interest in the Property, this Easement shall continue in full force and effect, and the doctrine of merger shall not apply.

23. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill relating to the Property received by Grantor from any government authority (excluding notices of reassessment and bills for non-delinquent real estate taxes) within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

24. **General Provisions.**

(a) **Controlling Law.** The laws of the State of Illinois shall govern the interpretation and performance of this Easement.

(b) **Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement (including Grantor's Reserved Uses and Activities), the charitable and perpetual nature of this grant, and the policy and purpose of the Statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Each party hereto affirms that it has consulted with legal counsel regarding the provisions of this Easement and that it has participated equally with the other party in the drafting of this Easement.

(c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) **Entire Agreement.** This instrument, including all Recitals, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to such transfer shall survive the transfer. In addition, if Grantee is dissolved or otherwise ceases to exist and this Easement had not previously been assigned in accordance with Section 17 hereof, then this Easement shall terminate and all rights herein shall revert back to the Grantor.

(h) Captions. The captions in this instrument have been inserted solely for convenience or reference and shall have no effect upon the construction or interpretation of this instrument.

(i) Authority. Grantor (and any persons executing this instrument on behalf of Grantor) represent and warrant that Grantor is the owner in fee simple of the Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations hereunder.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Third-Party Beneficiaries. Unless otherwise required by law, nothing in this Easement is intended to create or confer any third-party beneficiary interests nor to grant to any third-party the right to rely upon or enforce the terms or provisions of this Easement.

(l) Exhibits. Exhibits A through C attached to this instrument are, by this reference, incorporated into and made a part of this Easement but, in the event of a conflict between this Easement and any exhibit hereto, the terms of the Easement shall control.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

CITY OF LAKE FOREST

By: _____
Its: Mayor

Attest: _____
Its: City Clerk

GRANTEE:

LAKE FOREST OPEN LANDS ASSOCIATION

By: _____
Its: _____

Attest: _____
Its: Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of THE CITY OF LAKE FOREST, an Illinois special charter and home rule municipality, and _____, personally known to me to be the _____ of said municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of LAKE FOREST OPEN LANDS ASSOCIATION, an Illinois not for profit corporation, and _____, personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

EXHIBIT A

Legal Description

LOT FOUR (4) OF MCCORMICK NATURE PRESERVE SUBDIVISION, ACCORDING TO THE
PLAT THEREOF RECORDED AS DOCUMENT NO. _____ IN LAKE COUNTY,
ILLINOIS ON _____ 2018

EXHIBIT B

Baseline Documentation and Management Plan

EXHIBIT C

Camp Easement

EXHIBIT 3
Updated Camp Easement

**This instrument prepared by
and after recording return to:**

Victor P. Filippini, Jr.
Filippini Law Firm LLP
990 Grove Street, Ste. 220
Evanston, Illinois 60201

CAMP EASEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 20__, by and between **THE CITY OF LAKE FOREST**, an Illinois home rule and special charter municipal corporation (the “**City**”) and **LAKE FOREST OPEN LANDS ASSOCIATION**, an Illinois not-for-profit corporation (“**Owner**”).

RECITALS:

A. The City and the Owner have entered into a Master Land Transfer Agreement (as amended, the “Master Agreement”). Owner is the legal owner of record of certain real property situated in the corporate limits of The City of Lake Forest, County of Lake, and State of Illinois, which real property is legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (“**Property**”). The City has conveyed the Property to the Owner (the “**Conveyance**”).

B. The City is the owner of certain real property located adjacent to portions of the Property, which real property is legally described in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof (“**Adjoining Premises**”).

C. The City has historically used the Property and the Adjoining Premises in connection with a City-operated day camp for purposes of various activities. Camp-related uses

of the Property and Adjoining Premises have included without limitation: wildlife and nature exploration (including activities related to a turtle pond), camp-outs (including overnight events), cookouts, archery, arts and crafts, woodworking, sport activities (including various ball games), hiking, and swimming in Lake Michigan (including trail access thereto), as well as activities accessory to the foregoing (the “**Camp Activities**”).

D. In connection with the Camp Activities, the City has maintained various structures and facilities on the Property and Adjoining Premises, including without limitation a storage shed, a yurt, a shelter, picnic tables, benches, storage boxes, camp/fire ring, hay bales for the archery range, portable toilets, a water pump, parking/loading areas, and trails (the “**Camp Facilities**”). The current locations of the Camp Facilities are depicted on Exhibit 3 attached hereto.

E. The City and Owner desire to have the Property continued to be used for the Camp Activities, including the maintenance and use of the Camp Facilities.

F. Subject to the terms and conditions hereinafter set forth, Owner desires to grant the City a permanent access and use easement for the Camp Activities and Camp Facilities (the “**Access and Use Easement**”).

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Owner to City to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

Section 1: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2: Grants of Easement. The Owner hereby grants to the City, its successors and assigns, a nonexclusive Access and Use Easement on, over, across, and through the Property for purposes of the Camp Activities and the Camp Facilities; provided that (i) such Access and Use Easement (other than trails) shall generally be limited to the areas of the Property depicted in Exhibit 3 (the “**Camp Area**”); (ii) the City shall have the right to relocate the Camp

Facilities within the Camp Area notwithstanding their current locations, and (iii) all use of the Property located outside the Camp Area shall be limited to use of trails leading to the Lake Michigan beach, as such trails may be established and relocated from time to time by the Association. The Association also reserves the right to temporarily close trails during bird migration seasons and to allow restoration of the trails; as well as to restrict access within the Property consistent with the preservation and maintenance of ecologically sensitive features of the Property.

Section 2: Installation. The Owner grants the City and its agents the right to enter upon the Property for purposes of constructing, maintaining, repairing, replacing, removing, or relocating Camp Facilities within the Camp Area (the “***Installation Activities***”), which Installation Activities shall be done and completed in a good and workmanlike manner, at no expense to the Owner. Prior to commencement of any Installation Activity, the City shall notify Owner, and Owner shall have the right to require the City to make reasonable modifications to the Installation Activities consistent with the preservation and maintenance of ecologically sensitive features of the Property. Any Installation Activities shall be conducted in the name of, or pursuant to contracts or agreements with, the City. Any contractor or subcontractor performing Installation Activities is required to obtain and maintain insurance in accordance with customary City standards, including comprehensive general liability insurance with policy limits of at least \$5,000,000, which insurance policy or policies must name the Owner as an additional insured.

Section 3: Hold Harmless. The City agrees to save and hold the Owner (including Owner’s officers, officials, directors, employees, agents, attorneys, and representatives) harmless from all claims, causes of action, suits, damages, or demands that may arise from the acts or omissions of the City or its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the City in connection with the Camp Activities, Camp Facilities, Installation Activities, or use of the Access and Use Easement or for any other matter resulting from Camp Activities or use of the Camp Facilities, excluding only those matters resulting

from the negligence or wrongful acts or omissions of the Association.

Section 4: Reservation of Rights. Owner hereby reserves the right to use the Property in any manner that will not prevent or interfere in any way with the exercise by the City of the rights granted hereunder; provided, however, that Owner shall not permit other camp or similar activities to operate within or upon the Property that will interfere with the City's Camp Activities or Camp Facilities, unless the City shall have first consented in writing to the terms, nature, and location of such other activities.

Section 5: Remedies. It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement.

Section 5: Covenants Running with the Land. The easements and rights granted in, and the agreements and covenants contained in, this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Property and shall be binding upon and inure to the benefit of Owner and the City and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 6: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the City.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this

instrument to be executed by their proper officers duly authorized to execute same.

THE CITY OF LAKE FOREST

LAKE FOREST OPEN LANDS ASSOCIATION

Mayor

By: _____
Its _____

ATTEST:

ATTEST:

City Clerk

By: _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the _____, and _____ of Lake Forest Open Lands Association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of Lake Forest Open Lands Association for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____,
20____.

Notary Public

My commission expires: _____
(SEAL)

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT _____ OF MCCORMICK NATURE PRESERVE SUBDIVISION, ACCORDING TO THE
PLAT THEREOF RECORDED AS DOCUMENT NO. _____ IN LAKE COUNTY,
ILLINOIS ON _____ 2018

EXHIBIT 2

LEGAL DESCRIPTION OF THE ADJOINING PREMISES

LOTS _____ OF MCCORMICK NATURE PRESERVE SUBDIVISION, ACCORDING TO THE
PLAT THEREOF RECORDED AS DOCUMENT NO. _____ IN LAKE COUNTY,
ILLINOIS ON _____ 2018

EXHIBIT 3

DEPICTION OF CURRENT LOCATION OF CAMP FACILITIES

McCormick Camp Footprint



0 100 200 400 Feet

EXHIBIT 4
Contribution Agreement

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the “**Agreement**”) is entered into by and between THE CITY OF LAKE FOREST, an Illinois special charter and home rule municipality (the “**City**”), and LAKE FOREST OPEN LANDS ASSOCIATION, an Illinois not for profit corporation (the “**Association**”)(collectively, the City and Association shall hereinafter be referred to as the “**Parties**”).

In consideration of the mutual promises, covenants, and undertakings hereinafter set forth, the Parties hereby agree as follows:

Section 1: Recitals.

A. The Parties have previously entered into a “Master Land Transfer Agreement” dated September 15, 2015 (the “**Master Agreement**”) and a First Amendment to such Master Agreement (the “**Master Agreement Amendment**”)(collectively the Master Agreement and the Master Agreement Amendment shall hereinafter be referred to as the “**Amended MLTA**”) that set forth terms relating to the enhancement of the “**McCormick Ravine**,” which is depicted in Exhibit A to this Agreement.

B. The Amended MLTA provides for the subdivision of the McCormick Ravine, which subdivided area will include an “**East Lot**” and a “**Conservation Easement/Option Lot**,” both of which are depicted on Exhibit A hereto.

C. Under the Amended MLTA, (i) the City is conveying the East Lot to the Association contemporaneously with the execution of this Agreement, and (ii) the City is granting the Association an option to acquire the Conservation Easement/Option Lot.

D. Because landfill activities were previously conducted in or near portions of the McCormick Ravine, the Parties intend to minimize the risk of any subsurface disturbance of any of the parcels of the McCormick Ravine and have otherwise agreed in the Master Agreement Amendment to execute this Agreement at the time of closing on the transfer of the East Lot by

the City to the Association.

E. This Agreement applies to activities on the East Lot and the Conservation Easement/Option Lot (collectively, the “**Affected Properties**”).

Section 2: Additional Definitions. For purposes of this Agreement, the following terms shall have the definitions set forth in Section:

a. “**Association Representatives**” shall mean the Association or any of its officers, officials, employees, agents, representatives, attorneys, contractors, volunteers, or invitees.

b. “**City Representatives**” shall mean the City or any of its officers, officials, employees, agents, representatives, attorneys, and contractors.

c. “**Corrective Action Plan**” or “**CAP**” shall mean most efficacious and cost-effective and legally sufficient response to correct and minimize the impacts of the Liability Event.

d. “**Environmental Laws**” shall mean all statutes specifically described in the following Section 2.e and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials or a Liability Event.

e. “**Hazardous Materials**” shall mean any substance, material, mineral, waste, or particulate matter (whether in solid, liquid or gaseous form) which is prohibited, limited, defined, listed, identified or regulated by or under any local governmental authority, the State of Illinois, or the United States, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) regulated as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (vii) regulated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

f. **“Liability Event”** shall mean any release or other exposure of Hazardous Materials that requires a corrective response or that may result in loss, liability, damages, and expenses (including reasonable attorneys’ fees) from or connected with the presence or release of any Hazardous Materials involving the Affected Properties.

g. **“Soil Disturbance”** shall mean any activity that penetrates the soil within any of the Affected Properties by more than eight inches (8”) or such greater or lesser depth as may be specified as requiring a permit in the City’s generally applicable codes and ordinances.

Section 3. Response to a Potential Liability Event.

A. Response to Potential Liability Event. If, after the date hereof, a Liability Event occurs in connection with any of the Affected Properties, the Parties shall promptly meet to develop a Corrective Action Plan (**“CAP”**). The Parties shall cooperate to formulate a CAP in the most expeditious manner as possible. The fact that one Party may oversee the implementation of a CAP shall not be determinative of the allocation of financial responsibility for the Liability Event.

B. Allocation of Responsibility for a Liability Event. As soon as is practicable (but not necessarily before the development or implementation of a CAP), the Parties shall initiate a meeting to evaluate the relative degree of culpability and responsibility for a Liability Event (an **“Allocation Session”**). An Allocation Session may be continued from time-to-time. Factors that the Parties should consider as part of an Allocation Session in allocating responsibility for a Liability Event include without limitation:

1. The extent to which Association Representatives or City Representatives were involved in activities that gave rise to, or immediately preceded, the Liability Event;
2. The extent to which a party either owned the property during the time the Hazardous Substances were brought onto the Affected Property or property adjacent thereto, brought the Hazardous Substances onto the Affected Property or property adjacent thereto, or initiated, supervised, or permitted the activities that gave rise to, or immediately preceded, the Liability Event;

3. Whether the Liability Event arose from a Soil Disturbance, and whether the Soil Disturbance occurred in conformity with the procedures set forth in the Master Agreement Amendment and consistent with any applicable permit that may have been issued;
4. Whether the Liability Event was likely in light of the location and activities occurring in the vicinity and at the time of the Liability Event;
5. The degree of toxicity, amount, and characteristics of the Hazardous Materials involved in the Liability Event;
6. Whether the activities that precipitated the Liability Event were undertaken in accordance with best practices and in the exercise of due care;
7. The extent to which the Liability Event was “man-made” or caused by either of the Parties versus a Liability Event being influenced or caused by a natural occurrence that reflects the perpetual and dynamic nature of a ravine and woodland landscape, including without limitation slope failure, erosion from dramatic storm events, tree damage and disease, plant disease, naturally-caused fire, rising lake levels, excessive stormwater flows caused by surface runoff, and the like.
8. The origins of the Liability Event (including the source of or responsibility for the Hazardous Materials associated with the Liability Event) and causal connection with other activities;
9. The degree to which the Association Representatives or City Representatives benefitted from the disposal or placement of the Hazardous Materials or any Soil Disturbance involved in the Liability Event; and
10. Such other equitable factors as may be appropriate.

For the avoidance of doubt, it is the Parties’ intent and the intent of this Agreement that if the circumstances giving rise to the Liability Event result from the acts and conduct of only one Party, then the Party causing the Liability Event shall be allocated the full responsibility for the Liability Event. The Parties agree to negotiate in good faith to reach a fair allocation of responsibility for a Liability Event (a “**Determination**”). A Determination may allocate financial responsibility as well as the terms for reimbursement of any expenses incurred by either Party in connection with a CAP, as well as further actions and practices to be implemented in the future to avoid a recurrence of a Liability Event. The Allocation Session, all documents exchanged, communications, and the Determination among the Parties shall be considered settlement discussions constituting compromise offers and negotiations subject to protections against

disclosure pursuant to Fed. R. Evid. Rule 408 and Ill. R. Evid. Rule 408, but nothing herein shall preclude a document otherwise admissible during litigation from being inadmissible merely because it was tendered to the other party. The Determination shall not be considered to be an admission of liability but instead a compromise of disputed claims reached for administrative convenience and to avoid prolonged litigation. Upon the request of either Party, a mediator shall be jointly selected by the Parties, and the Parties agree to submit to nonbinding mediation (a “**Mediation Session**”) for a period of not less than sixty (60) days after the selection of a mediator and before taking any further action pursuant to Subsection 3.C below.

C. Inability to Reach Determination. In the event that the Parties are unable to reach a Determination within 60 days after the commencement of an Allocation Session or a Mediation Session (or such longer period as the Parties may agree), either Party may serve upon the other a “**Notice for Arbitration.**” Upon delivery of a Notice for Arbitration, the Allocation Session shall conclude, and the Parties shall enter into a binding Arbitration in accordance with Section 3.D of this Agreement.

D. Arbitration. Following the issuance of any Notice for Arbitration, the allocation of responsibility for a Liability Event shall be resolved by final, binding and confidential arbitration conducted in Lake Forest, Illinois by three arbitrators who shall all be residents of Illinois. One arbitrator shall be selected by the City, one arbitrator shall be selected by the Association, and the remaining arbitrator shall be jointly selected by the other two. None of the arbitrators may be then-current employees, officers, or directors of the Association, or then-current employees or elected or appointed officials of the City. The arbitrators shall be free, by unanimous vote, to establish their own rules of procedure; otherwise the arbitrators shall apply the Commercial Arbitration Rules established by the American Arbitration Association or such successor organization that may be in existence at the time. The arbitrators shall consider the factors for allocating responsibility as set forth in Subsection 3.B of this Agreement. The Parties

hereby waive their right to have any such disputes or claims litigated in a court or by a jury. Judgment upon the arbitration award rendered may be entered in the courts of Illinois.

Section 4: Legal Relationship and Requirements.

A. Entire Agreement.

This Agreement supersedes and repeals all prior negotiations, representations, and understandings between the Parties relating hereto, but this Agreement shall not alter, amend, or otherwise modify any other agreement between the Parties except as expressly provided herein. There are no representations, covenants, promises, or obligations not contained in this Agreement, including the exhibit attached hereto, that form any part of this Agreement or upon which either of the Parties is relying in entering into this Agreement.

B. Recitals and Exhibits.

All of the recitals in Section 1 of this Agreement and Exhibit A attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

C. Applicable Law and Venue.

This Agreement is executed and to be performed in the State of Illinois, and shall be governed by and construed in all respects, whether as to validity, construction, capacity, performance, or otherwise, in accordance with the laws of the State of Illinois. It is agreed between the Parties that, in the event of any dispute involving, arising out of, or concerning this Agreement, venue shall lie in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

D. No Third-Party Beneficiaries; Joint Defense.

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

E. Amendments.

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written consent of both of the

Parties hereto, including a resolution duly adopted by the City Council of the City expressing such consent.

F. Waivers.

No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived is set forth specifically in a written document executed by a duly authorized representative of such Party. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

G. Interpretation and Severability.

It is the intent of the Parties that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, including Exhibit A, the provision that best promotes and reflects the intent of the Parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the Parties shall seek to amend this Agreement to give full and legal effect to such provision, and, in any event, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

H. Successors; Assignment.

This Agreement, and all of its covenants, rights, and obligations, shall extend to, bind, and inure to the benefit of the City and the Association, and to their respective successors, officers, and officials. Except as otherwise expressly provided in this Agreement, neither the City nor the Association shall: (a) assign this Agreement in whole or in part; (b) assign any of their respective rights or obligations under this Agreement; or (c) assign any payment due or to become due under the terms and conditions of this Agreement, without the prior express written consent of the other Party, which consent may not be unreasonably or arbitrarily withheld. This Agreement shall automatically bind and inure to the benefit of any party owning any of the land constituting

McCormick Ravine, including but not limited to the Association's affiliate, Lake Forest Land Foundation, an Illinois not for profit corporation.

I. Effective Date.

This Agreement shall be in full force and effect and binding on the Parties hereto from and after the _____, 20____, unless and until terminated pursuant to Section 4.J of this Agreement.

J. Term. This Agreement shall be in full force and effect from its Effective Date until September 15, 2115; this Agreement shall thereafter automatically renew for additional 20 years periods unless either Party, upon notice issued not more than two years or less than one year prior to an upcoming renewal date, has notified the other of its intent to terminate.

K. Notices.

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

CITY:	The City of Lake Forest City Manager 220 E. Deerpath Lake Forest, IL 60045
ASSOCIATION:	Lake Forest Open Lands Association President 350 North Waukegan Road Lake Forest, IL 60045

By notice complying with the foregoing requirements of this Section 4.K, each Party shall have the right to change the addressees or addresses or both for all future notices and communications to such Party, but no notice of such a change shall be effective until actually received.

L. Execution in Counterparts.

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, taken together, constitute the Agreement.

M. Enforcement.

The Parties hereto may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable federal, state, and local laws, ordinances, rules, regulations, and codes.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

LAKE FOREST OPEN LANDS ASSOCIATION

THE CITY OF LAKE FOREST

By: _____

By: _____

Mayor

Its _____

Date: _____

Date: _____

Attest: _____

Attest: _____

City Clerk

Its _____

EXHIBIT A

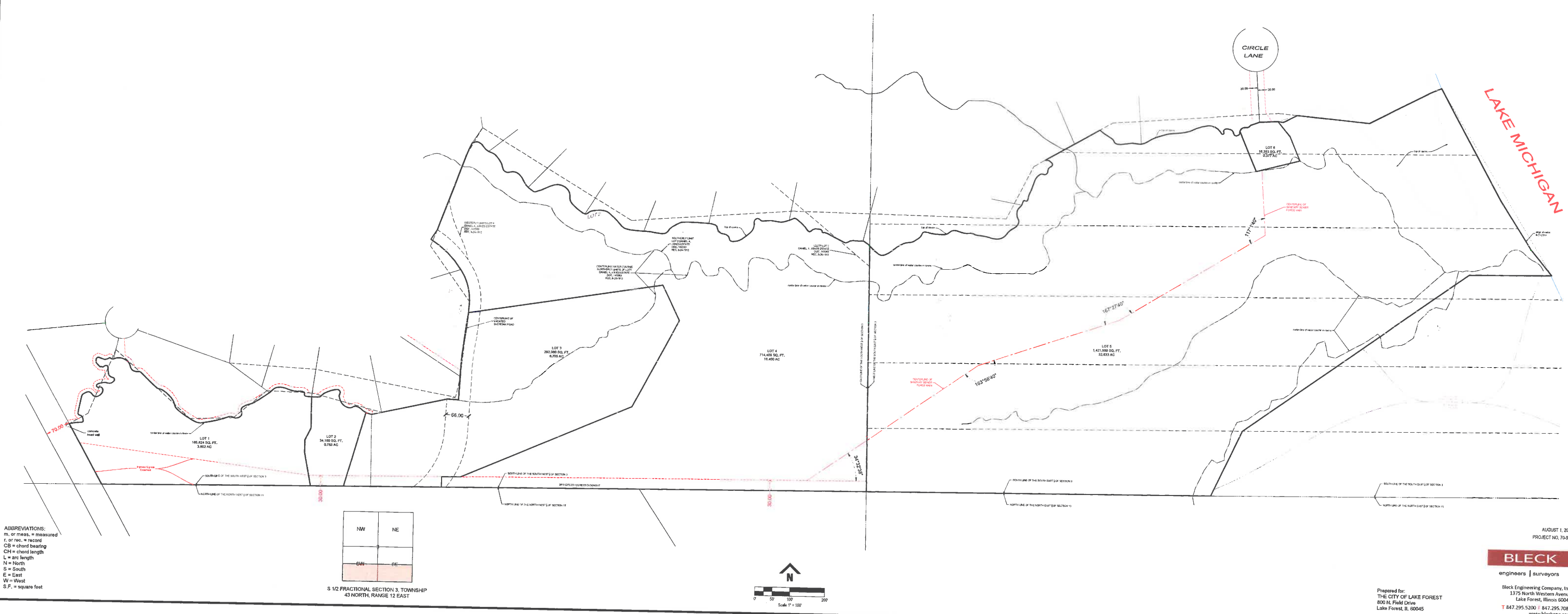
Depiction of McCormick Ravine

EXHIBIT B

Final Subdivision Plat

McCORMICK NATURE PRESERVE SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



LAKE MICHIGAN

AUGUST 1, 2018
PROJECT NO. 70-925
BLECK
engineers | surveyors
Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

Prepared for:
THE CITY OF LAKE FOREST
800 N. Field Drive
Lake Forest, IL 60045

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LAKE FOREST AND THE CITY OF HIGHWOOD
REGARDING SHARED WATER PLANT OPERATIONAL SERVICES**

This **INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2018, by and between **THE CITY OF LAKE FOREST**, an Illinois home-rule municipal corporation ("**Lake Forest**") and the **CITY OF HIGHWOOD**, an Illinois municipality ("**Highwood**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to Lake Forest's home rule powers and Lake Forest and Highwood's statutory and constitutional powers, the parties agree as follows:

SECTION 1. RECITALS.

A. Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.* provides additional powers to units of local government that work together.

C. Lake Forest employs personnel to operate its water plant and associated facilities.

D. Highwood is in need of assistance with the operation of Highwood's water plant and associated facilities.

E. Lake Forest has agreed to provide water plant operational personnel services to Highwood under the terms and conditions of this Agreement.

F. The City Councils of both Lake Forest and Highwood have determined that it is in the best interests of both communities to enter in to the terms of this Intergovernmental Agreement.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement is three years from the effective date, as defined in section 7.E of this Agreement. This Agreement may be extended for two additional terms of one year each upon agreement of the parties in writing at least 30 days prior to the expiration of the term of this Agreement or any extended term.

SECTION 3. SERVICES. Lake Forest agrees to provide personnel to assist with the operations of Highwood's water plant and associated facilities (e.g., the elevated storage tank system), in compliance with the IEPA and USEPA regulations, subject to the availability of such personnel and the safe and necessary operation of Lake Forest's own water facilities which remains a priority for Lake Forest ("**Services**"). The Services are limited solely to the following:

A. Assist with the operations of the Highwood water plant on Fridays and Saturdays for the number of hours necessary to fill and monitor the water tower, examine logs, complete any necessary reports, make minor repairs, and generally assist in plant operations and maintenance.

- B. Provide on-call services to assist the Highwood water plant operator with scheduled tasks that require two individuals, which may require scheduling on days other than Friday or Saturday.

SECTION 4. PAYMENT FOR SERVICES. In consideration for Lake Forest providing the Services, Highwood will pay to Lake Forest \$80.00 per hour of Services provided to Highwood. This rate will be adjusted on May 1st of each year in an amount equal to the compensation adjustment percentage approved in Lake Forest's annual budget. Lake Forest will send invoices to Highwood on a monthly basis, and payment must be received within 30 days of the invoice and is subject to the Local Government Prompt Payment Act.

SECTION 5. INDEPENDENT CONTRACTOR. Lake Forest employees are being retained by Highwood hereunder only for the purposes and to the extent set forth in this Agreement, and their relation to Highwood shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. The Lake Forest employees shall not be considered as having employee status, nor shall Highwood withhold any sums for the payment of income taxes, or FICA taxes, nor shall the Lake Forest employees be entitled to participate in any plans, arrangements, or distributions by Highwood pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of Highwood.

SECTION 6. WAIVER OF CLAIMS. Highwood waives any claims for losses, damages, liability, penalties, fines, and expenses (including attorneys' fees) against Lake Forest and its employees, officials, and officers that relate to the performance of the Services, except to the extent that the claims were the result of the willful and wanton conduct of Lake Forest or one of its employees. This waiver does not waive any lawful immunities available to the parties or their employees, officials, and officers, and the parties intend to preserve all lawful immunities available to them and their employees, officials, and officers.

SECTION 7. INDEMNIFICATION.

- A. As a material inducement for Highwood to enter into this Agreement, Lake Forest agrees to defend, indemnify and hold harmless Highwood, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Lake Forest's performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Highwood, its representatives, officers, trustees, agents and employees

The scope of Lake Forest's indemnification shall include, but is not limited to:

- 1. Any negligent, tortious or wrongful act or omission of Lake Forest, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to property or any person, including Highwood's officers, agents, employees, licensees and invitees, or damage to or loss

of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

2. Loss or damage of any kind resulting from Lake Forest's or its employees' failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to Lake Forest and its employees.
- B. As a material inducement for Lake Forest to enter into this Agreement, Highwood agrees to defend, indemnify and hold harmless Lake Forest, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way Highwood's performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Lake Forest, its representatives, officers, trustees, agents and employees

The scope of Highwood's indemnification shall include, but is not limited to:

1. Any negligent, tortious or wrongful act or omission of Highwood, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property or any person, including Lake Forest's officers, agents, employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
2. Loss or damage of any kind resulting from Highwood or its employees' failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to Highwood and its employees.

SECTION 8. INSURANCE.

- A. Lake Forest shall not commence work under this Agreement until both Lake Forest and Highwood have obtained or show proof of all insurance required herein and such insurance has been approved by each party.
- B. Lake Forest and Highwood shall furnish a copy of insurance certificates to one another, with each respective City named as additional insureds on a primary non-contributory basis, showing the below minimum coverage from an insurance company acceptable to each City. The Policies will contain waiver of subrogation clauses in favor of the certificate holder. Coverage for each category will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A -VI by A.M. Best Company.

1. Commercial General Liability Coverage

Limits: Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000
Personal and Advertising	\$1,000,000

2. Commercial Automobile Liability Coverage

Limits: Each Occurrence	\$1,000,000
-------------------------	-------------

3. Workers Compensation coverage

Limits: Coverage A	Statutory
Coverage B	\$1,000,000

4. Umbrella Liability Coverage

Limits: Each Occurrence	\$4,000,000
Aggregate	\$4,000,000

- C. The aforementioned insurance requirements shall be fulfilled by each City by maintaining insurance policies which name the other City and all of its officers, agents, employees, attorneys, volunteers, representatives and assigns as additional insureds. Each City shall furnish to the other City satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies. Said certificates shall contain a clause to the effect that, for the duration of the Agreement, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification thirty (30) days in advance has been given the certificate holder.

SECTION 9. TERMINATION. Either party may terminate this Agreement for any reason upon 180 days written notice to the other party. Notwithstanding notice of such termination, Highwood will remain responsible for payment to Lake Forest for all fees due to Lake Forest for Services provided through and including the effective date of termination. In addition, Lake Forest has the right to terminate this Agreement for cause by written notice to Highwood in the event of Highwood's failure to comply with the provisions of Section 4 relating to payment for billed Services.

SECTION 10. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email to the following:

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

Email: KielyR@cityoflakeforest.com

To Highwood: City Manager
City of Highwood
17 Highwood Ave.
Highwood, IL 60040
Email: scoren@cityofhighwood.org

B. Governing Law. This Agreement is governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

C. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. Amendment and Modifications. No amendment or modification to this Agreement shall be effective until reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

E. Effective Date. It is understood that this Agreement shall be effective after adoption by the respective City Councils of both parties of a resolution authorizing the execution of this Agreement and the execution of this Agreement by all parties.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date appearing before their respective signatures.

Dated: _____, 2018

Dated: _____, 2018

THE CITY OF LAKE FOREST

CITY OF HIGHWOOD

By: _____

By: _____

Its _____

Its _____

Attest: _____

Attest: _____

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, August 6, 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, Alderman Moreno and Alderman Buschmann.

Absent: None.

There were approximately 50 persons present in the Council Chamber.

CALL TO ORDER AND ROLL CALL

6:30 pm

Mayor Lansing called the meeting to order 6:31pm

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

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Resolution of Appreciation for IT Business Analyst Diane Horn

Mayor Lansing read the resolution of appreciation and presented it to Diane Horn, photos were taken.

COUNCIL ACTION: Approval of the Resolution of Appreciation

Alderman Beidler made a motion to approve the resolution of appreciation, seconded by Alderman Buschmann. Motion carried unanimously by voice vote.

B. Resolution of Appreciation for Police Officer Robert Heelan

Mayor Lansing read the resolution of appreciation and presented it to Robert Heelan, photos were taken.

COUNCIL ACTION: Approval of the Resolution of Appreciation

Alderman Newman made a motion to approve the resolution of appreciation, seconded by Alderman Preschlack. Motion carried unanimously by voice vote.

C. Resolution of Appreciation for Police Officer Edmund Yep

Mayor Lansing read the resolution of appreciation and presented it to Edmund Yep, photos were taken.

COUNCIL ACTION: Approval of the Resolution of Appreciation

Alderman Rummel made a motion to approve the resolution of appreciation, seconded by Alderman Moreno. Motion carried unanimously by voice vote.

D. Swear in Police Officer Tabatha Okamoto and Juan Ramirez

Mayor Lansing swore in both officers. Officers' badges were pinned by family members and photos were taken.

E. McKinlock Post 264's 100th Anniversary Proclamation

Mayor Lansing read the Proclamation and presented it to Commander Ed Geraghty of American Legion Post #264, also in attendance on behalf of the Legion were Tom Marks and Larry Crohn. Photos were taken. The American Legion thanked The City of Lake Forest and all the residents for all its support.

F. 2018-2019 Board and Commission Appointments/Reappointments

Mayor Lansing read the following.

BOARD OF TRUSTEES- FIREMEN PENSION FUND

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
James Carey	Reappoint	4
Patrick Lindemann	Reappoint	1

CROYA

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Stephanie Mannarino	Appoint	2

COUNCIL ACTION: Approve the Mayors Appointments and Reappointments

Alderman Reisenberg made a motion to approve the Mayors appointment, seconded by Alderman Morris. Motion carried unanimously by voice vote.

COMMENTS BY CITY MANAGER

A. Home For Dinner Program Report

-Andrew Pollom, Associate Dean of Students, Lake Forest College

City Manager Robert Kiely Introduced Mr. Pollom. Mr. Pollom briefed the City Council on the Home for Dinner program. The City Council had discussion on the programs' personal experiences and success.

B. ComEd Annual Report

- Carlos Cavallaro, External Affairs Manager, ComEd

City Manager Robert Kiely Introduced Mr. Cavallaro. Mr. Cavallaro reported that James Dudek has retired and The City of Lake Forest's new External Affairs Manager will be Calandra Davis. Mr. Cavallaro gave an overview of the annual report that included highlighting reliability performance, areas of improvement and

performance results. The City Council had discussion on smart meters, pending issues, solar possibilities and infrastructure inspections.

COMMITTEE REPORTS

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

The following offered their opinions to the City Council:

Tom Sarsfield- Metra letter and Third Rail

Lynda Remensnyder- Third Rail and Resolution of support for Glenview

Larry Remensnyder- Third Rail and Foxconn in Wisconsin

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. **Approval of the July 16, 2018 City Council Meeting Minutes**
2. **Approval of the July 23, 2018 City Council Workshop Meeting Minutes**
3. **Approval of an Amendment to the Lake Forest City Council Meeting Schedule to include the date of December 17, 2018**
4. **Approval of the Check Register for the Period of July 7 – 20, 2018**
5. **Award of Contract for Thermoplastic Lane Marking**
6. **Consideration of a Resolution Ratifying the Denial of a Special Use Permit for a Car Wash, Gas Station and Associated Convenience Store on the Southeast Corner of Waukegan and Everett Roads, 1015-1045 S. Waukegan Road. (Approval by Motion)**
7. **Ratification of an Emergency Sanitary and Storm Sewer Repair Contract and Award of Bid as a Specialty Waiver for Gabion Revetment with DiMeo Brothers Construction in a Ravine near Thorne Lane and Sheridan Road**

COUNCIL ACTION: Approval of the seven (7) Omnibus items as presented

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. The City Council had discussion on items # 1, #6, and #7.

Mayor Lansing again 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 seven (7) Omnibus items with a scrivener's error in #1 and an addition to #6 of "H -Resolution new paragraph".

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

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

ORDINANCES

1. Consideration of an Ordinance Establishing the Legal Committee

City Manager Robert Kiely reported the history of the Committee since 2005 and its main purpose of providing the City Council with advice and counsel on pending and threatened litigation. At that time of creation, no member of the City Council was a practicing attorney and the City was involved with multiple lawsuits. He reported that the Legal Committee is comprised of five residents who are attorneys along with the Mayor and an Alderman who is liaison to the Committee. For the past seventeen months the Legal Committee has been working on an ordinance which would officially codify its role and responsibilities in the City Code.

The City Council had discussion on the recent activities of the Legal Committee that included Chase Bank the City's Ethics Ordinance and its relationship to the City Council. City Manager Kiely reported that since 2005, the Legal Committee has met quarterly to review and discuss matters of litigation as well as other issues assigned to them by the Council. Mayor Lansing thanked the Committee for their work.

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

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading of an Ordinance Establishing the Legal Committee and grant final approval.

Alderman Buschmann made a motion to waive first reading of an Ordinance Establishing the Legal Committee and grant final approval, seconded by Alderman Morris. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

2. Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Class C-1 and C-3. (First reading and if appropriate final approval)

Julie Tappendorf, City Attorney stated that at the direction of the City's Liquor Commissioner, Staff is requesting consideration of an Ordinance amending the Liquor Code to include one additional Class C-1 and one additional C-3 License.

The City Council had discussion on the type of restaurant, occupancy and how long liquor can be served. The owners of the new restaurant reported it will be a sports bar serving American fare.

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

COUNCIL ACTION: Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Class C-1 and C-3. (First reading and if appropriate final approval)

Alderman Reisenberg made a motion to approve an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Class C-1 and C-3, seconded by Alderman Newman. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

NEW BUSINESS

1. Request for City Council Approval of an Agreement to Provide Engineering Design for the portion of the Waukegan Road Sidewalk Replacement Project between Middlefork Drive and Deerpath along with a new Donor Agreement covering the additional sidewalk. (Phase 2)

Robert Kiely, City Manager reported on March 19, 2018, the City Council approved a contract with Gewalt-Hamilton Associates in the amount of \$39,880.00 to provide design services for the portion of this project from Rt. 176 to Middlefork Drive. A resident offered to pay for the construction work, estimated at \$360,000, if the City pays for the required engineering design. That engineering design is complete and an application for an IDOT highway permit was submitted on June 15, 2018. Staff anticipates the permit will be issued in September and the work will be completed by the end of October.

The City Manager reported that the same resident has now offered to fund the remaining sidewalk reconstruction, from Middlefork Drive to Deerpath, if the City again procures the engineering design services. Because the design/permitting process is expected to take approximately five months, staff anticipates this second phase of sidewalk reconstruction project to begin in the spring of 2019. City Manager Kiely stated that the original Donor agreement will be replaced by the new agreement. This revised agreement is essentially identical to the previous version with the inclusion of the additional work and increased donation.

The City Council had discussion on approval of last minute details, sequence of payments, and approval from IDOT. City Manager Bob Kiley reported that the Public Works Committee will be looking at proposed sanitary sewer installation prior to the install of the new sidewalk. Mayor Lansing thanked the donor on behalf of the City Council.

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

COUNCIL ACTION: Approval of Staff recommendation to City Council to waive competitive pricing procedures under Administrative Directive 3-5, Section 9.0K – Existing Relationship, AND

Approve an agreement with Gewalt-Hamilton to provide engineering design services for the remaining portion of the Waukegan Road Sidewalk Replacement Project between Middlefork Drive and Deerpath in an amount not to exceed \$22,300. Additionally, staff requests that the Council authorize the City Manager to execute the revised Donor Agreement between the City and the project donor.

Alderman Reisenberg made a motion to waive competitive pricing procedures under Administrative Directive 3-5, Section 9.0K – Existing Relationship, AND Approve an agreement with Gewalt-Hamilton to provide engineering design services for the remaining portion of the Waukegan Road Sidewalk Replacement Project between Middlefork Drive and Deerpath in an amount not to exceed \$22,300. And authorize the City Manager to execute the revised Donor Agreement between the City and the project donor, seconded by Alderman Rummel. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS

1. Approval of a Resolution in Support of Senate Resolution 1746

The City Council had a lengthy discussion on the timeliness and impact of this item relating to the release of the Environmental Assessment. It was suggested to table this item until the Environmental Assessment is released.

Mayor Lansing asked if there was anyone from the public who would like to comment.

Dennis Meulemans offered his opinion to the City Council on this item relating to a WisDOT FOIA and the Metra Letter.

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

COUNCIL ACTION: Approval of the original Resolution in Support of Senate Resolution 1746 or Approval of the Resolution in Support of Senate Resolution that include Alderman Buschmann's amendments.

Alderman Newman made a motion to table this item, seconded by Alderman Reisenberg. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, and Preschlack. The following voted "Nay": Alderman Moreno and Buschmann. 6- Ayes, 2 Nays, motion carried.

ADJOURNMENT

There being no further business Mayor Lansing asked for a motion. Alderman Newman made a motion to adjourn, seconded by Alderman. Motion carried unanimously by voice vote at 8:38pm

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 AUTHORIZING
THE ELAWA FARM SPOOKTACULAR EVENT

WHEREAS, The City of Lake Forest (the “**City**”) is a home rule, special charter municipal corporation; and

WHEREAS, the City is the owner of a certain tract of land commonly referred to as “**Elawa Farm**”; and

WHEREAS, Elawa Farm is located in the City’s R-5 Zoning District, which is primarily for use as detached single-family residences; and

WHEREAS, because Elawa Farm represented an historically significant example of a 20th Century “Gentleman’s Farm,” the City desired to use Elawa Farm for classes, tours, programs, and special events for public use that preserved historic elements of Elawa Farm (the “**Elawa Uses**”); and

WHEREAS, the City sought and obtained a special use permit in 2010 for the operation of the Elawa Uses at Elawa Farm (the “**SUP Ordinance**”); and

WHEREAS, in 2014 the City entered into an Operating Agreement with the Elawa Foundation, an Illinois not-for-profit corporation (the “**Foundation**”), and under the Operating Agreement the Foundation manages the day-to-day operations and activities of Elawa Farm subject to the SUP Ordinance; and

WHEREAS, in recognition of the permission to hold special events and fundraising activities at Elawa Farm, the Foundation desires to hold a special event at Elawa Farm as permitted by the SUP Ordinance (the “**Spooktacular Event**”); and

WHEREAS, the Foundation has determined that it is desirable to provide unique event attractions during the Spooktacular Event including a petting zoo and animal rides that will consist of various farm animals (the “**Petting Zoo**”); and

WHEREAS, the City Code and SUP Ordinance prohibits the use of farm animals at Elawa Farm; and

WHEREAS, because of the unique nature of the Spooktacular Event, the City Council has determined that it is beneficial and desirable for the community to permit the Foundation to conduct a Petting Zoo at the Spooktacular Event, subject to the terms and conditions hereinafter set forth; and

WHEREAS, in approving this Ordinance, the City Council is exercising its home rule powers and has determined that the exceptions to the City Code and SUP Ordinance will benefit Elawa Farm and promote the spirit of the Lake Forest community in a manner that will promote 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: **Exception to the City Code and SUP; Conditions.** Notwithstanding Section 91.009 of the City Code and Section 3 of the SUP, the Foundation shall be permitted a one-time, non-precedential authorization to conduct a Petting Zoo at the Spooktacular Event on October 28, 2018, subject to the following terms and conditions:

a. **Applicability of City Ordinances and Regulations.** Except for the capacity limitation provided in City Code Section 91.009, the Foundation shall abide by all City ordinances, regulations, and administrative policies with respect to the Centennial Celebration, including without limitation the securing of a special event permit and special event liquor license from the City, and abiding by all the terms and conditions that the City

Manager may establish in connection with such special event permit or that the Mayor may establish in connection with the liquor license.

b. Logistics Plan. On or before October 1, 2018, the Foundation shall be required to deliver to the City Manager for the Manager's review and approval a "**Logistics Plan**" for the Spooktacular Event (or such later date as the City Manager may approve in the Manager's discretion) in order to proceed with the Spooktacular Event. The Logistics Plan shall address such details and contingencies as the City Manager may determine are necessary or desirable for protecting the guests at the Spooktacular Event and the general public, including without limitation the following:

1. Site Plan. The Logistics Plan shall include a detailed site plan relating to the Event, identifying the location and orientation of all temporary and other facilities, animal corrals or shelters, anticipated animal ride trails or routes, and including without limitation the tents, restrooms, food preparation area(s), liquor service station(s), guest parking and pick-up/drop-off areas, service vehicle standing and parking areas, emergency access areas and routes, staging areas, designated smoking area(s) (if any), areas of prohibited access (including such areas affecting the Wildlife Discovery Center and its exhibits), and circulation patterns for guests and service providers during the Spooktacular Event.
2. Schedule. The Logistics Plan shall include a detailed schedule setting forth the timing and coordination of various activities relating to the set-up, conduct, and take-down for the Spooktacular Event. The schedule shall include dates for obtaining of all permits and approvals, deliveries, set-up activities, inspections relating to all temporary facilities, take-down activities, and such other matters that the City Manager may require.
3. Specifications for Animal Corrals and Petting Zoo. The Logistics Plan shall provide to the City specifications for any temporary corrals or pens that will be used to hold farm animals during the Event.
4. Certifications or Permits for Farm Animals. The Logistics Plan shall provide copies to the City any certifications or permits for the temporary housing of farm animals, including the quantity and type of animal that will be on display during the Event.
5. Coordination with and Notice to Neighborhood. Because Elawa Farm is located within a residential neighborhood, the Foundation shall set forth as part of the Logistics Plan the plan for coordinating with and notifying the neighborhood residents on the Event.

c. Compliance with Approved Logistics Plan. The Foundation shall be required to comply with the terms and conditions set forth in the approved Logistics Plan for each and every element of the Logistics Plan. To the extent that the Foundation fails to do so, each such violation shall be deemed a violation of the City Code of the City and shall be punishable by a fine of not more than \$750.00 for each such violation.

d. Coordination with Wildlife Discovery Center and Lake County Forest Preserve District. Because Elawa Farm shares certain facilities with the Wildlife Discovery Center and the Lake County Forest Preserve District, the Foundation shall coordinate the events relating to the Spooktacular Event (including without limitation set-up and take-down) with the Wildlife Discovery Center and the Lake County Forest Preserve District and demonstrate to the City Manager that the events relating to the Spooktacular Event will not unreasonably interfere with or otherwise violate the obligations of the City with respect to the Wildlife Discovery Center and the Lake County Forest Preserve District.

e. Continued Effect. Except for the authorization to conduct the Spooktacular Event with a Petting Zoo on October 28, 2018, all City Ordinances and provisions within the SUP Ordinance shall remain in full force and effect.

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

Proposal
PERFORMANCE PAVING LTD.
520 W Bonner Road
Wauconda, IL 60084
847-526-8368 • FAX: 847-526-8218
Email: sales@performancepavingltd.com

Date 6/20/2018	Date Received
Name Uline / Randy Copenharve	Permit #
Address 12575 Uline Drive	Email rcopenharve@uline.com
City Pleasant Prairie	State WI Zip 53158
Phone # 847-456-5729	Fax #
Notes	Work/Home #
	Job Location Walking Path along Rt 43 from Deerpath to Rt 176

We hereby submit specification and estimates for:

PER PRINT - Print to be verified on site

Walking path along Rt 43 from Rt 176 ending at Middlefork Lane. Asphalt paving of approximately 41,012 SF

PERFORMANCE PAVING will:

- *Remove existing asphalt down to existing gravel base (all layers).
- *Excavate approximately 3,826 SF of poor existing gravel base and remove spoils off site.
- *Supply 12" of CA-6 gravel in excavation areas.
- *Power roll gravel using a 5-ton vibratory roller for proper compaction.
- *Adjust and reseal manholes as needed.
- *Supply up to 833 tons of CA-6 gravel after asphalt removals are performed.
- *Provide saw cutting as needed where new pavement meets old pavement.
- *Machine lay 3" of surface coarse asphalt N-50.
- *Power roll asphalt using a 5-ton vibratory roller for proper compaction followed by a 1½ ton finish roller.
- *Exposed edges to be hand tamped at a 45 degree angle.
- *Provide traffic control as needed.
- *All work to be done in a neat and professional manner.

**NOTE: Price based on current crude oil pricing.

THIS IS A PREVAILING WAGE JOB

Prices are subject to change without notice. This Proposal may be withdrawn by us at any time.

Customer responsible for any permits and/or fees.

PERFORMANCE PAVING LTD is not responsible for any underground damage.

Copy of signed proposal and required deposit must be returned to our office before above work can be scheduled.

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Payment Due UPON COMPLETION

Price \$ 199,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. In the event of any legal action to collect outstanding debts due, PERFORMANCE PAVING LTD., customer agrees to assume the full amount with interest of 1½% per month on accounts over 30 days, plus the cost of all legal fees.

**Authorized
Signature**


Kevin Kennebeck

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

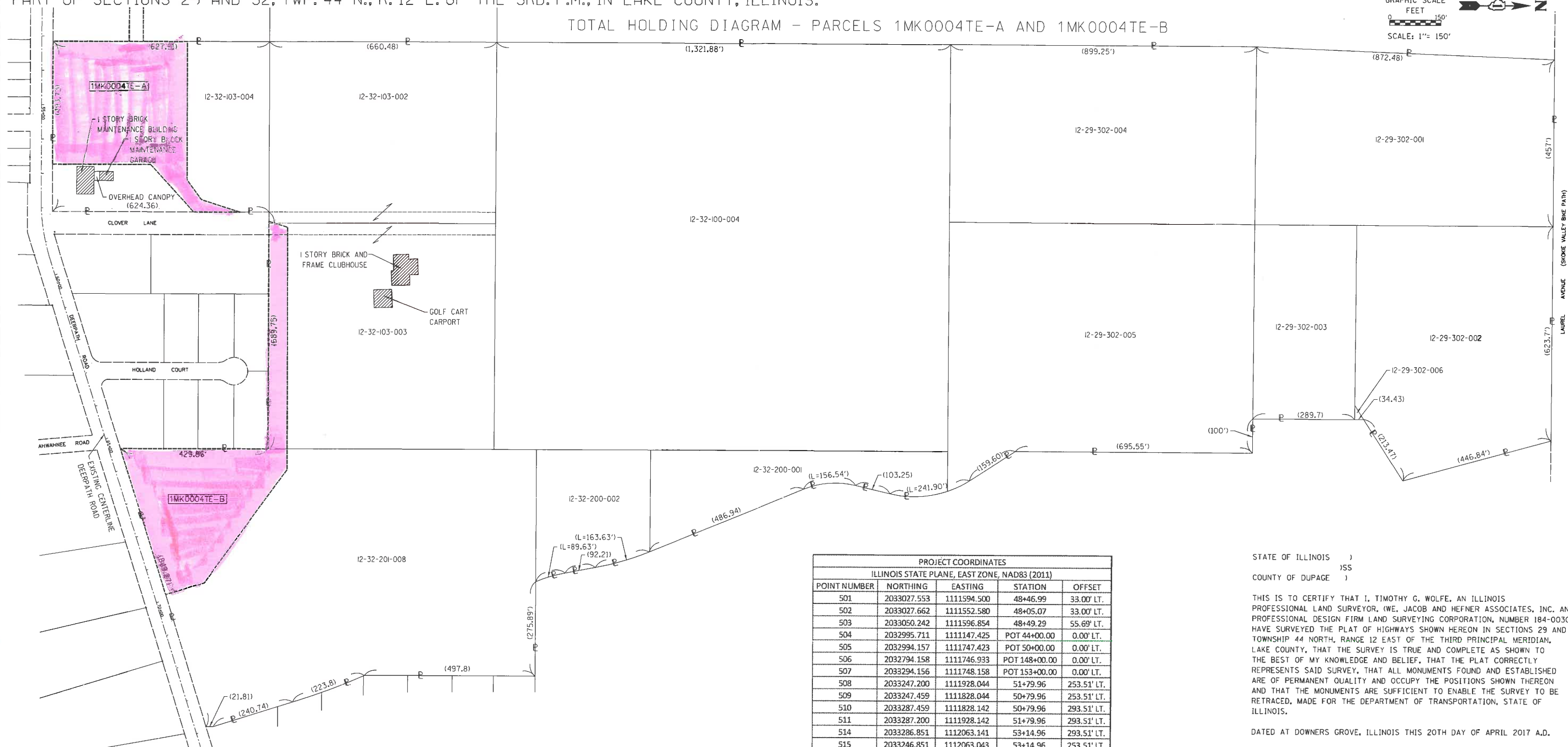
Date of Acceptance _____

Signature _____

PART OF SECTIONS 29 AND 32, TWP. 44 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

TOTAL HOLDING DIAGRAM - PARCELS 1MK0004TE-A AND 1MK0004TE-B

GRAPHIC SCALE
FEET
0 150'
SCALE: 1"= 150'



LEGEND

- SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APL APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
AC EXISTING ACCESS CONTROL LINE
AC PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORDED DIMENSION
EXISTING BUILDING

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND
CUT CROSS FOUND OR SET
T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION, SET 5/8 INCH
T2 IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY
T3 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION.
BT2 BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND
BT3 IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING
SURVEYORS REGISTRATION NUMBER.
STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY
MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION
DATA AND SURVEYORS REGISTRATION NUMBER.
STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS,
BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY
MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING
SURVEYORS REGISTRATION NUMBER.
PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
RIGHT OF WAY STAKING PROPOSED TO BE SET

PROJECT COORDINATES				
ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)				
POINT NUMBER	NORTHING	EASTING	STATION	OFFSET
501	2033027.553	1111594.500	48+46.99	33.00' LT.
502	2033027.662	1111552.580	48+05.07	33.00' LT.
503	2033050.242	1111596.854	48+49.29	55.69' LT.
504	2032995.711	1111147.425	POT 44+00.00	0.00' LT.
505	2032994.157	1111747.423	POT 50+00.00	0.00' LT.
506	2032794.158	1111746.933	POT 148+00.00	0.00' LT.
507	2033294.156	1111748.158	POT 153+00.00	0.00' LT.
508	2033247.200	1111928.044	51+79.96	253.51' LT.
509	2033247.459	1111828.044	50+79.96	253.51' LT.
510	2033287.459	1111828.142	50+79.96	293.51' LT.
511	2033287.200	1111928.142	51+79.96	293.51' LT.
514	2033286.851	1112063.141	53+14.96	293.51' LT.
515	2033246.851	1112063.043	53+14.96	253.51' LT.
518	2033026.342	1112062.503	53+15.00	33.00' LT.
519	2033414.857	1112063.455	53+14.94	421.52' LT.
520	2033414.857	1112465.357	57+16.84	422.56' LT.
521	2033456.242	1112522.741	57+74.12	464.09' LT.
522	2033569.815	1112559.360	59+83.76	567.56' LT.
523	2033434.463	1112558.992	59+24.45	438.25' LT.
524	2033308.835	1112420.919	56+72.68	316.42' LT.
525	2033025.415	1112420.225	56+72.72	33.00' LT.
526	2032992.141	1112525.981	PC 57+78.56	0.00' LT.
527	2033017.267	1112693.680	PT 59+48.78	0.00' LT.
528	2033327.947	1113697.942	POT 70+00.00	0.00' LT.
529	2033653.786	1112625.588	60+71.85	628.21' LT.
530	2033653.892	1112586.469	60+34.51	639.87' LT.
531	2033707.793	1112603.848	60+67.04	686.23' LT.
532	2033708.555	1113309.858	67+41.74	478.30' LT.
533	2033466.935	1113639.493	69+85.24	150.05' LT.
534	2033355.104	1113674.065	69+85.22	33.00' LT.
535	2033223.209	1113247.722	65+38.94	33.00' LT.
536	2033653.066	1113249.164	66+67.36	443.23' LT.

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS
PROFESSIONAL LAND SURVEYOR, (WE, JACOB AND HEFNER ASSOCIATES, INC. AN ILLINOIS
PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-003073.)
HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 29 AND 32,
TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO
THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY
REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED
ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON
AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF
ILLINOIS.

DATED AT DOWNERS GROVE, ILLINOIS THIS 20TH DAY OF APRIL 2017 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



JACOB & HEFNER
ASSOCIATES
1331 Butterfield Road, Suite 300, Downers Grove, IL 60155
PHONE: (630) 455-4444 FAX: (630) 455-4444
www.jacobandhefner.com
Illinois Professional Surveyor License No. 184-003073 Exp. 6/30/19

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
U.S. ROUTE 41

LIMITS: AT DEERPATH ROAD COUNTY: LAKE
SECTION: JOB NO.: R-91-024-17
STA. TO STA.
SCALE: 1"=150' SHEET 6 OF 6 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

IDOT USE ONLY
RECEIVED
OCT 17 2017
PLATS & LEGALS

REVISION DATE: 10/12/17 REVISION MADE BY: TLA

PART OF THE NW 1/4 OF SECTION 32, TWP. 44 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

WESTERN ADDITION TO LAKE FOREST
RECORDED: JANUARY 27, 1859
BOOK 29, PAGE 546
LOT 33
12-32-103-003

SEE SHEET 4

LAKE FOREST CLUB SUBDIVISION
RECORDED: JULY 13, 1959
DOCUMENT NO., 037092

MAURICE PINCOFF'S SUBDIVISION
RECORDED: FEBRUARY 19, 1925
DOCUMENT NO., 252864

FOR TOTAL HOLDINGS FOR
PARCEL 1MK0004TE-B
SEE SHEET 6

SKOKIE FIELD SUBDIVISION
RECORDED: JUNE 19, 1929
DOCUMENT NO., 338684
LOT 3
12-32-201-008

HERMAN R. JAHNKE SUBDIVISION
RECORDED: FEBRUARY 5, 1963
DOCUMENT NO., 1176008

HARRY J. AND FERON N. HEMINGWAY RESUBDIVISION
RECORDED: FEBRUARY 3, 1960
DOCUMENT NO., 1059608

LEGEND



SECTION
CORNER



QUARTER
SECTION
CORNER

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPL APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- AC PROPOSED ACCESS CONTROL LINE
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING

GRAPHIC SCALE
FEET
0 40
SCALE: 1"= 40'

- IRON PIPE OR ROD FOUND
- + CUT CROSS FOUND OR SET
- "MAG" NAIL SET
- 5 / 8" REBAR SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION, SET 5/8 INCH
- T2 IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY
- T3 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION,
- BT2 BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND
- BT3 IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING
- SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY
- MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION
- DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS,
- BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY
- MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING
- SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS
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DATED AT DOWNERS GROVE, ILLINOIS THIS 20TH DAY OF APRIL 2017 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



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ASSOCIATES
1355 Butterfield Road, Suite 200, Downers Grove, IL 60155
PHONE: (630) 482-4860, FAX: (630) 482-4861
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073

PLAT OF HIGHWAYS STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION U.S. ROUTE 41

LIMITS: AT DEERPATH ROAD COUNTY: LAKE
SECTION: JOB NO.: R-91-024-17
STA. 62+00.00 TO STA. 69+85.24
SCALE: 1"=40' SHEET 5 OF 6 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

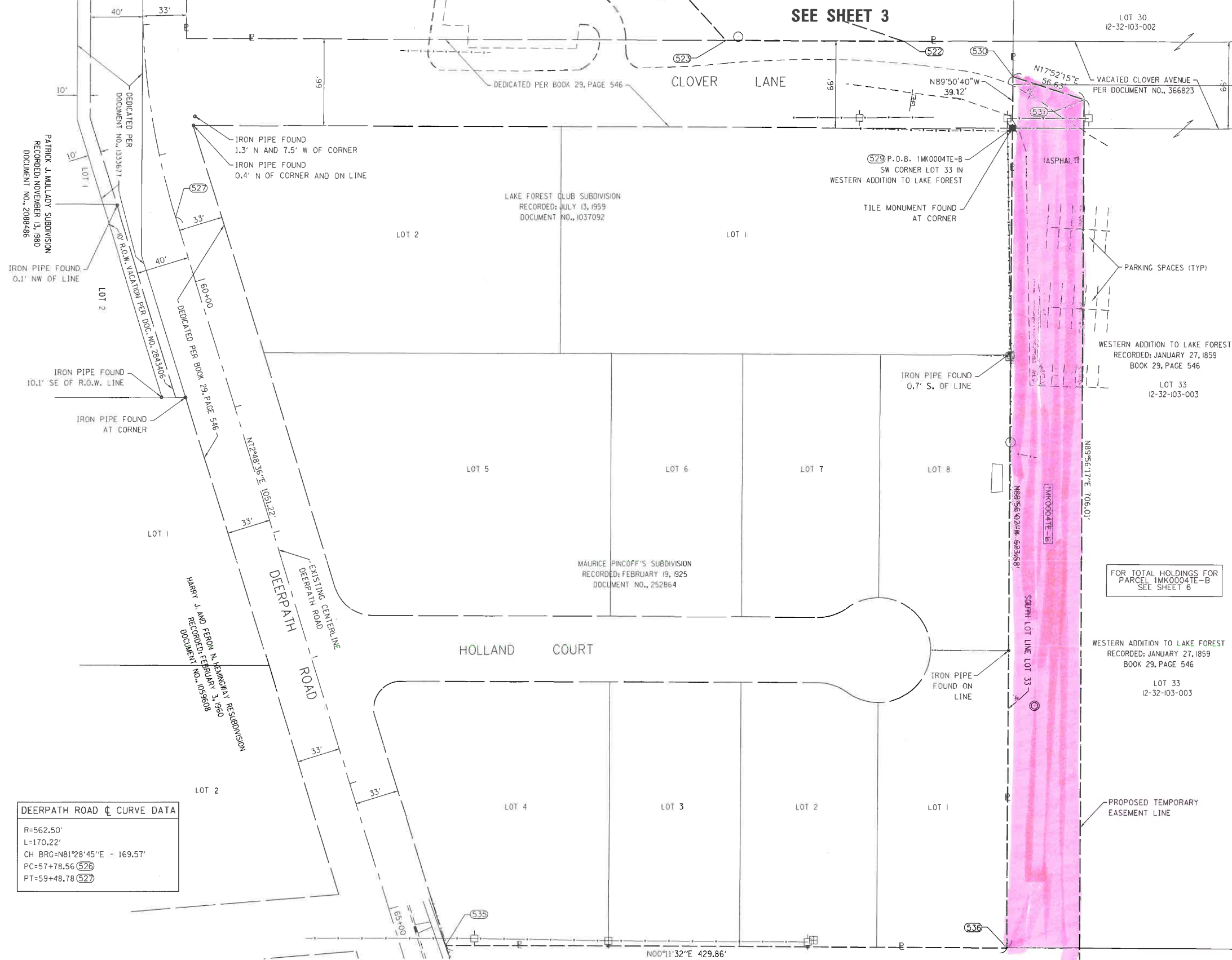
PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER		
					ACRES	SQUARE FEET			
1MK0004TE-B	131.1	N/A	N/A	131.1	3.767	164,075	12-32-103-004	12-32-200-001	12-29-302-006
							12-32-103-002	12-32-100-004	12-29-302-002
							12-32-103-003	12-29-302-004	12-29-302-001
							12-32-201-008	12-29-302-005	
							12-32-200-002	12-29-302-003	

NOTES: ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS
STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM
OF 1983 (2011 ADJUSTMENT) "GRID".
ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO
OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE
COMBINATION FACTOR OF 0.99996148306.
AREAS SHOWN ON THIS PLAT ARE "GROUND".

REVISION DATE: 10/12/17 REVISION MADE BY: TLA

IDOT USE ONLY
RECEIVED
OCT 17 2017
PLATS & LEGALS

PART OF THE NW 1/4 OF SECTION 32, TWP. 44 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.



DEERPETH ROAD C CURVE DATA			
R=562.50'			
L=170.22'			
CH BRG=N81°28'45"E = 169.57'			
PC=57+78.56 (526)			
PT=59+48.78 (527)			

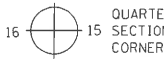
PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER		
					ACRES	SQUARE FEET			
1MK0004TE-B	131.1	N/A	N/A	131.1	3.767	164,075	12-32-103-004	12-32-200-001	12-29-302-006
							12-32-103-002	12-32-100-004	12-29-302-002
							12-32-103-003	12-29-302-004	12-29-302-001
							12-32-201-008	12-29-302-005	
							12-32-200-002	12-29-302-003	

SEE SHEET 5

NOTES: ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED. BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID". ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE COMBINATION FACTOR OF 0.999996148306. AREAS SHOWN ON THIS PLAT ARE "GROUND".

REVISION DATE: 10/12/17 REVISION MADE BY: TLA

LEGEND



- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPL APPARENT PROPERTY LINE
- EXISTING CENTERLINE
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- EXISTING EASEMENT
- PROPOSED EASEMENT
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- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING

- IRON PIPE OR ROD FOUND
- CUT CROSS FOUND OR SET
- THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, JACOB AND HEFNER ASSOCIATES, INC. AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-003073,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 32, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT DOWNERS GROVE, ILLINOIS THIS 20TH DAY OF APRIL 2017 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
U.S. ROUTE 41

LIMITS: AT DEERPETH ROAD COUNTY: LAKE
SECTION: JOB NO.: R-91-024-17
STA. 60+34.51 TO STA. 65+00.00
SCALE: 1"=40' SHEET 4 OF 6 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

PART OF THE NW 1/4 OF SECTION 32, TWP. 44 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

WESTERN ADDITION TO LAKE FOREST
RECORDED: JANUARY 27, 1859
BOOK 29, PAGE 546
LOT 33
12-32-103-003

SEE SHEET 4

LAKE FOREST CLUB SUBDIVISION
RECORDED: JULY 13, 1959
DOCUMENT NO., 1037092

MAURICE PINCOFF'S SUBDIVISION
RECORDED: FEBRUARY 19, 1925
DOCUMENT NO., 252864

FOR TOTAL HOLDINGS FOR
PARCEL 1MK0004TE-B
SEE SHEET 6

SKOKIE FIELD SUBDIVISION
RECORDED: JUNE 19, 1929
DOCUMENT NO., 338684
LOT 3
12-32-201-008

HERMAN R. JAHNKE SUBDIVISION
RECORDED: FEBRUARY 5, 1963
DOCUMENT NO., 1176008

HARRY J. AND FERON N. HEMMINGWAY RESUBDIVISION
RECORDED: FEBRUARY 3, 1960
DOCUMENT NO., 1059608

LEGEND



SECTION
CORNER



QUARTER
SECTION
CORNER



GRAPHIC SCALE
FEET
0 40'
SCALE: 1"= 40'

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPL APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING

- IRON PIPE OR ROD FOUND
- + CUT CROSS FOUND OR SET
- 'MAG' NAIL SET
- 5 / 8" REBAR SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION, SET 5/8 INCH
- T2 IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY
- T3 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION,
- BT2 BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND
- BT3 IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY
- M MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION
- DATA AND SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS,
- BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY
- MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING
- SURVEYORS REGISTRATION NUMBER.
- ⊕ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS
PROFESSIONAL LAND SURVEYOR, (WE, JACOB AND HEFNER ASSOCIATES, INC. AN ILLINOIS
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HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 32,
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THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY
REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED
ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON
AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF
ILLINOIS.
DATED AT DOWNERS GROVE, ILLINOIS THIS 20TH DAY OF APRIL 2017 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60155
PHONE: (630) 452-4400, FAX: (630) 452-4401
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/19

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
U.S. ROUTE 41

LIMITS: AT DEERPATH ROAD COUNTY: LAKE
SECTION: JOB NO.: R-91-024-17
STA. 62+00.00 TO STA. 69+85.24
SCALE: 1"=40' SHEET 5 OF 6 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	PARCEL INDEX NUMBER
1MK0004TE-B	131.1	N/A	N/A	131.1	3.767	164,075	12-32-103-004 12-32-200-001 12-29-302-006 12-32-103-002 12-32-100-004 12-29-302-002 12-32-103-003 12-29-302-004 12-29-302-001 12-32-201-008 12-29-302-005 12-32-200-002 12-29-302-003

NOTES: ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS
STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM
OF 1983 (2011 ADJUSTMENT) "GRID".
ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO
OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE
COMBINATION FACTOR OF 0.99996148306.
AREAS SHOWN ON THIS PLAT ARE "GROUND".

REVISION DATE: 10/12/17 REVISION MADE BY: TLA

DOT USE ONLY
RECEIVED
OCT 17 2017
PLATS & LEGALS

Owner: City of Lake Forest, a
municipal corporation
Route: US Route 41
Section: @ Deerpath Road
County: Lake
Project No.:
Job No.: R-91-024-17
Parcel No.: 1MK0004 TE (A+B)
P.I.N. No.: 12-32-103-002; -003; -004;
12-32-201-008

CERTIFIED RESOLUTION
(Governmental Entity)

I, _____, _____ of City of Lake Forest, a governmental entity organized and existing under the laws of the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the City Council of said governmental entity, a quorum of its members being present at a meeting held of the _____ day of _____, 20____, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that _____, the _____ and _____, the _____ of the above-referenced governmental entity are hereby authorized and directed to convey a temporary construction easement in the following described real estate in Lake County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of no/100 Dollars (\$0.00):

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate the grant of the temporary construction easement.

Further resolved that the members of the City Council of the City of Lake Forest, pursuant to 50 ILCS 605/4, voted for the adoption of this resolution as follows:

AYE _____
NAY _____
ABSENT _____

By: _____
Signature

Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 20____, by
_____, as _____ of City of Lake
Forest.

(SEAL)

Notary Public

My Commission Expires: _____



Affidavit of Title

Owner: City of Lake Forest, a municipal corporation
Address: North of Deerpath Road, East of US 41, Lake Forest, Illinois 60045
Route: US Route 41
Section: @ Deerpath Road
County: Lake
Project:
Job No. R-91-024-17
Parcel No. 1MK0004 TE (A+B)
P.I.N. No. 12-32-103-002; -003; -004; 12-32-201-008

State of Illinois)
) ss.
County of Lake)

I, _____, _____, being first duly sworn
upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
☐ Vacant and unimproved ☐ Agricultural and unimproved
☒ Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanics' lien could accrue or has accrued, and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. ☒ The affiant has no knowledge of any unrecorded easements or leases over, under, upon or across the premises to be conveyed.
- ☐ The affiant has no knowledge of any unrecorded easements over or leases, under, upon or across the premises to be conveyed other than: _____.

7. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
8. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
9. The identities of all owners and beneficiaries having an interest in the premise to be conveyed are as follows (check applicable box(es) and complete information requested):

- ☐ **Individual.** Individual owner of the property is:
- ☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.
- ☒ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization.
- ☐ **Publicly-Traded Corporation.** There is no readily known shareholder having more than 7-1/2% of the total distribution income of the corporation.
- ☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

- ☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 20____.

By: _____

Print Name and Title if applicable

State of _____)
) ss.

County of _____)

This instrument was acknowledged before me on _____, 20____, by _____.

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Job R-91-024-17

County Lake
Section US 41 At Deerpath Road
Parcel 1MK0004

WTG Number: 11-2017LK-4096.0

A.L.T.A. COMMITMENT FORM

Schedule A Continued

LEGAL DESCRIPTION

LOT 31 IN WESTERN ADDITION TO LAKE FOREST IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27TH, 1859 IN BOOK 29 OF DEEDS, PAGE 546 (EXCEPTING THEREFROM A TRIANGULAR PIECE IN THE SOUTH WEST CORNER OF SAID LOT, 6 RODS LONG ON THE WEST LINE OF SAID LOT AND 4 RODS WIDE ON THE SOUTH LINE OF SAID LOT) AND EXCEPTING A STRIP OF LAND 85 FEET WIDE EAST OF AND ADJOINING THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY IN AND THROUGH LOT 31 AND EXCEPTING A STRIP 50 FEET WIDE IN AND THROUGH LOT 31 IN WESTERN ADDITION TO LAKE FOREST IN THE NORTHWEST QUARTER OF SEC. 32, TWP 44 N. R. 12, E. OF THE 3RD P.M. EAST OF AND IMMEDIATELY ADJOINING THE STRIP OF LAND 85 FEET WIDE IN AND THROUGH SAID LOT 31, HERETOFORE CONVEYED TO JAMES GORDON TO WILLIAM F. KOPF BY DEED DATED MAY 31, 1921, AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, AS DOCUMENT NO. 202597, ALL BEING SITUATED IN THE COUNTY OF LAKE, AND STATE OF ILLINOIS.

AND

LOT 33 IN WESTERN ADDITION TO LAKE FOREST, SITUATED IN THE CITY OF LAKE FOREST; SITUATED IN LAKE COUNTY, ILLINOIS.

AND THE EAST HALF OF VACATED CLOVER AVENUE LYING WEST OF LOT 33 PURSUANT TO ORDINANCE RECORDED AS DOCUMENT NO. 366823, IN LAKE COUNTY, ILLINOIS.

AND

LOT THREE (3) OF SKOKIE FIELD, A SUBDIVISION RECORDED IN THE

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

05/18/2018

Job R-91-024-17

County Lake

Section US 41 At Deerpath Road

Parcel 1MK0004

OFFICE OF THE RECORDER OF LAKE COUNTY, ILLINOIS, IN BOOK T
OF PLATS, PAGE 78, AS DOCUMENT NO. 338684, SITUATE IN THE
COUNTY OF LAKE IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 12-32-103-004; 12-32-103-003; 12-32-201-
008

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

I recognize my right to an appraisal and compensation in the full amount of the approved appraisal.
However, I wish to donate the necessary right of way.

City of Lake Forest

Signature

Print Name & Title

Statement of Compliance with the Public Officers Prohibited Activities Act
(50 ILCS 105/3.1)

CHECK ONE

- ☒ Grantor has not received and will not receive a non-monetary benefit from the Illinois Department of Transportation (for example, an added improvement, re-built or relocated improvement or any other valuable service) in exchange for the donation of this parcel.

OR

- ☐ Grantor has received or will receive a non-monetary benefit from the Illinois Department of Transportation in exchange for the donation of this parcel. To comply with 50 ILCS 105/3.1, Grantor shall disclose, in writing, all owners, beneficiaries, etc. of this parcel.

City of Lake Forest

Signature

Print Name & Title

Confirmed:
Illinois Department of Transportation Representative

By: _____

Date



Receipt for Donation

Owner: City of Lake Forest
Job No.: R-91-024-17
Parcel No.: 1MK0004 TE (A+B)

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges receipt of Donation of a temporary construction easement covering 7.207/313,937 acres/square feet dated _____, 20____, in Lake County, State of Illinois, and executed by the undersigned Grantor for the parcel referenced above.

Grantor and Grantee agree as follows:

1. All improvements located, wholly or partially, on the parcel being conveyed shall become the property of the State of Illinois, unless provided as follows: NONE
2. Grantor and Grantee agree that the grant of the temporary easement rights to Grantee occurs when approved by Grantee in accordance with Section 9.02 of the Illinois State Finance Act. The Grantor agrees to protect, preserve and maintain the property and improvements.
3. This Receipt and temporary construction easement conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding promise or agreement, directly or indirectly related to the donation of the parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

City of Lake Forest

By: _____
Signature

Print Name and Title

Receipt of the donation of the temporary construction easement executed by this Grantor is acknowledged.

Date

for Illinois Department of Transportation



222 Northfield Road • Suite 201
Northfield, IL 60093
847.251.5800

Writer's Email Address:
robin@Santacruz-Associates.com
Writer's Direct Line:
847-868-9622

June 26, 2018

VIA EMAIL - ellsr@cityoflakeforest.com

Mr. Bob Ells
City of Lake Forest
220 East Deerpath
Lake Forest, IL 60045

RE: Parcel: 1MK0004 TE (A+B)
Route: US Route 41
Job No.: R-91-024-17

Dear Bob:

Enclosed please find the following documents to be executed and returned to this office as follows:

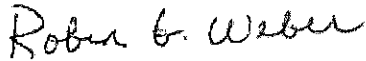
1. Temporary Construction Easement – Please have the easement signed by an authorized representative of the ownership entity and notarized.
2. Receipt For Donation – Please have two (2) copies executed by an authorized representative of the ownership entity.
3. Donation Statements - Please have the statement executed by an authorized representative of the ownership entity.
4. Affidavit of Land Title – Please have the form completed with the necessary information required. Please have the affidavit executed by an authorized representative of the ownership entity and have the affidavit notarized.
5. .Resolution – Please (i) complete the resolution and (ii) have the resolution executed by an authorized representative of the ownership entity.

Please return all documents and direct any questions to: Robin G. Weber, Santacruz Land Acquisitions, 222 Northfield Road, Suite 201, Northfield, IL 60093.

June 26, 2018
Page 2 of 2

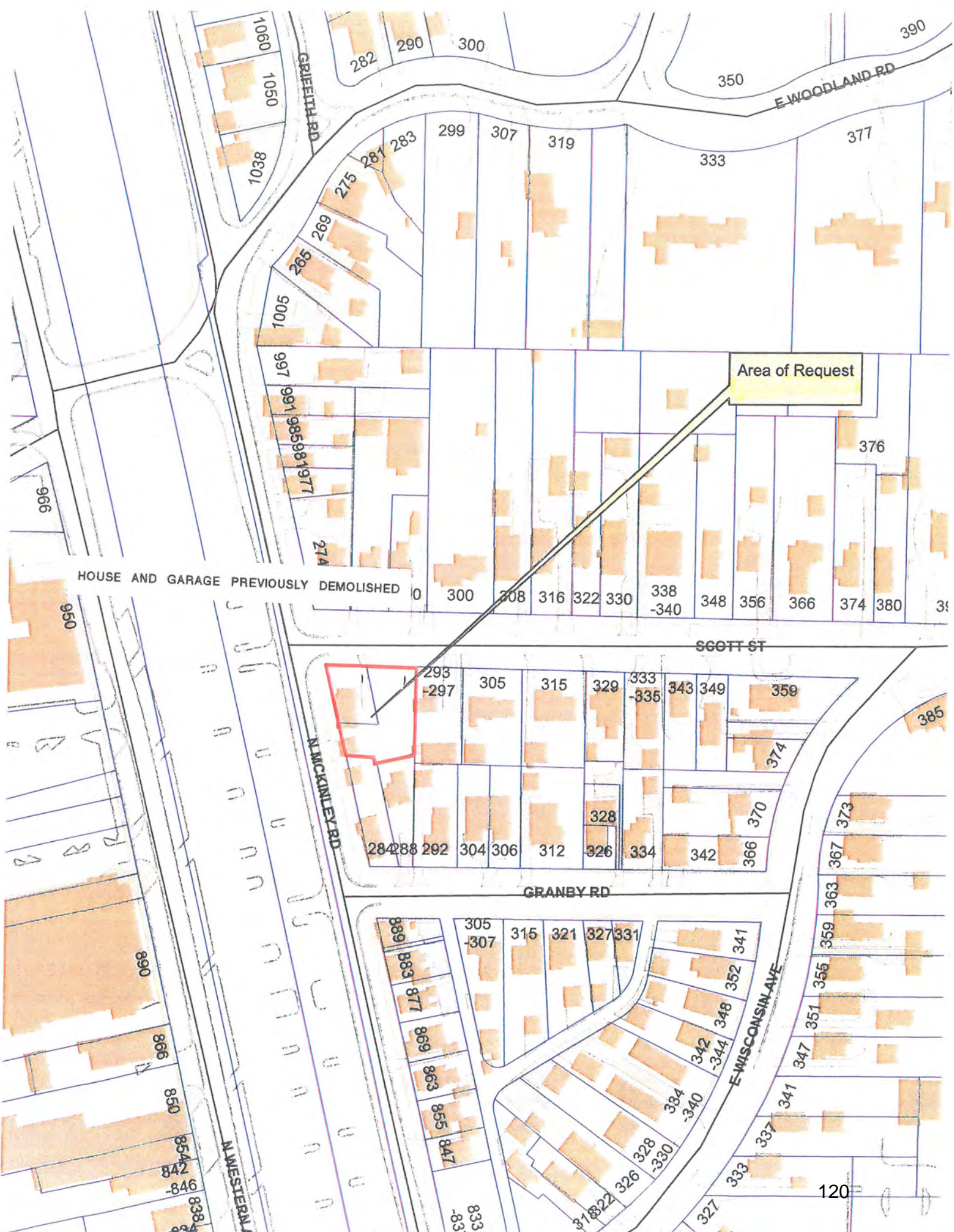
Thank you, in advance, for your immediate attention to and assistance with this matter. If you have any questions, please do not hesitate to contact the undersigned at 847-868-9622 or via email at robin@Santacruz-Associates.com.

Sincerely,



Robin G. Weber

encls.



Area of Request

HOUSE AND GARAGE PREVIOUSLY DEMOLISHED

SCOTT ST

GRANBY RD

E WISCONSIN AVE

N MCKINLEY RD

N WESTERN

THE CITY OF LAKE FOREST
ORDINANCE NO. 2018- ____

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR A NEW
DUPLEX ON THE SOUTHEAST CORNER OF MCKINLEY ROAD AND SCOTT STREET**

WHEREAS, the Weidenhamer Family Trust (Joseph Weidenhamer Trustee, 100%) ("**Owner**") is the owner of that certain real property commonly known as 279 Scott Street, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the GR-2, Single Family Residence Zoning District; and

WHEREAS, the Property is the site of a previous demolition and is a vacant, buildable lot; and

WHEREAS, the Owner desires to build a new duplex, two residential units with attached garages and make other site improvements ("**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 June 6, 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 GR-2, Single Family Residence District under the City Code,
2. Owner proposes to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

SECTION TWO: Approval of Application. Pursuant to Section 150.147 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant approval of

the Application to allow the construction of the Improvements on the Property, as more fully depicted on the Plans.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs

(including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the 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:

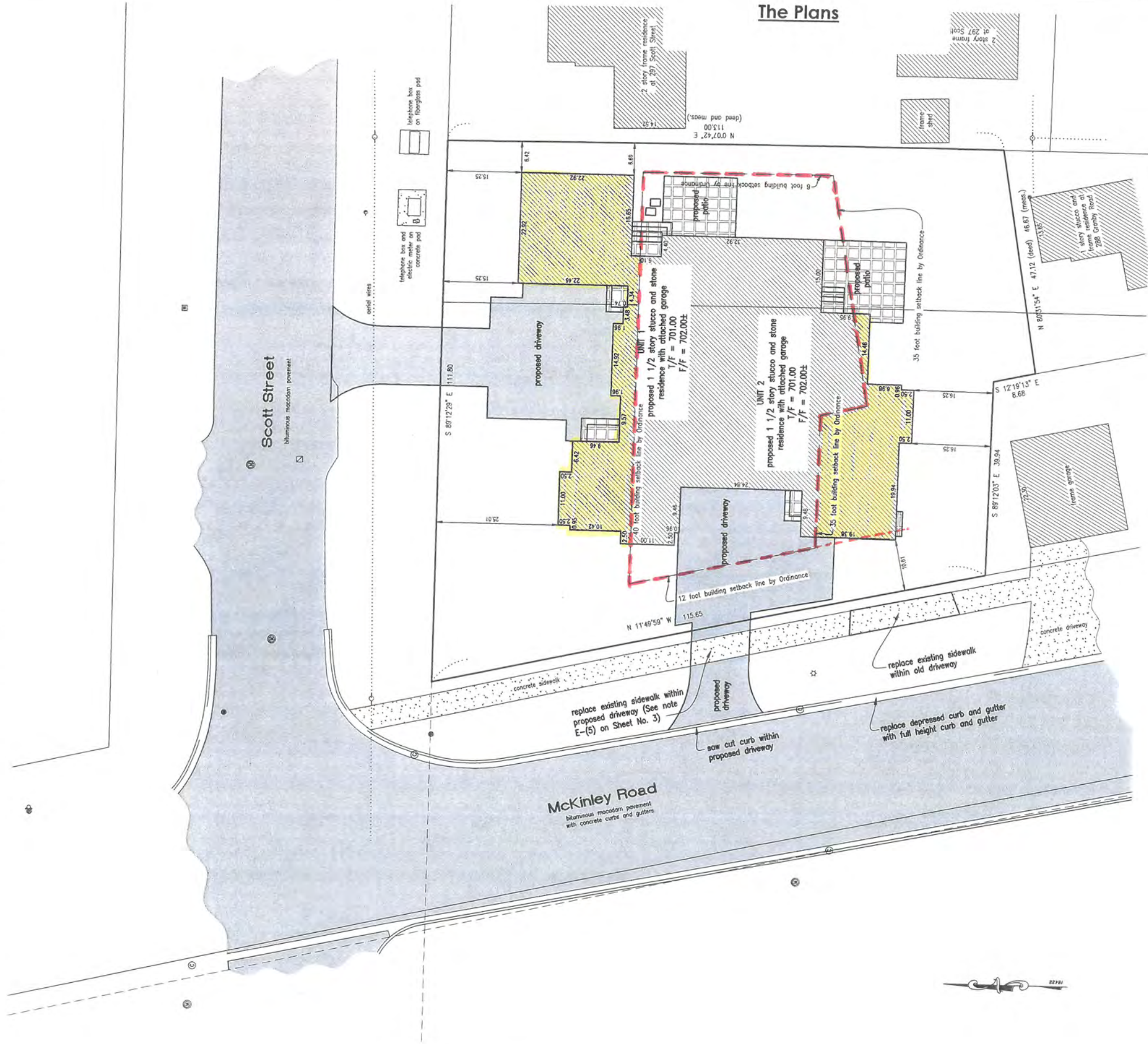
City Clerk

site plan

scale: 1 inch = 10 feet

All dimensions and elevations herein shown unless it is otherwise noted are given in feet and decimal parts thereof. Solid elevations are referred to the City of Lake Forest datum plane. All bearings herein shown are assumed bearings.

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LEGEND

manhole	air conditioner
catch basin	cable television pedestal
road	electric transformer
fire hydrant	telephone pedestal
water valve	electric meter
light	utility pole
downspout (dw)	anchor
top of foundation	
1st floor	

Impervious Area Table

Improvements on the property	Area (sq. ft.)
Proposed driveways	1,561
Proposed patios, steps, pad	576
Proposed residences and porch	3,683
Total	5,820
Property Area	11,470

For underground utility locations, call
JULIE
1-800-892-0123

for review only

field work completed on June 27, 2017

from the office of
James Anderson Company
Engineers, Planners, and Surveyors
920 West North Shore Drive
Lake Bluff, Illinois, 60044
(847) 295-3322
Professional Design Firm 184.000847

for
Joseph E. Weidenhamer
308 Weatherford Court
Lake Bluff, Illinois, 60044

The Plans



PROPOSED NORTH (SCOTT) ELEVATION

SCALE 1/4" = 1'-0"

■ SUTTON PLACE - DUPLEX RESIDENCE ■
279 SCOTT STREET LAKE FOREST, IL

© STREIGHTIFF + ASSOC., INC.
555 OAKWOOD AVENUE LAKE FOREST, IL
6.1.18

The Plans



PROPOSED SOUTH ELEVATION

SCALE 1/4" = 1'-0"

■ SUTTON PLACE - DUPLEX RESIDENCE ■
279 SCOTT STREET LAKE FOREST, IL

© STREIGHTIFF + ASSOC., INC.
555 OAKWOOD AVENUE LAKE FOREST, IL
6.1.18

The Plans



P R O P O S E D W E S T (M C K I N L E Y) E L E V A T I O N

SCALE 1/4" = 1'-0"

■ SUTTON PLACE - DUPLEX RESIDENCE ■
278 SCOTT STREET LAKE FOREST, IL

© STREIGHTIFF + ASSOC., INC.
555 OAKWOOD AVENUE LAKE FOREST, IL
6.1.18

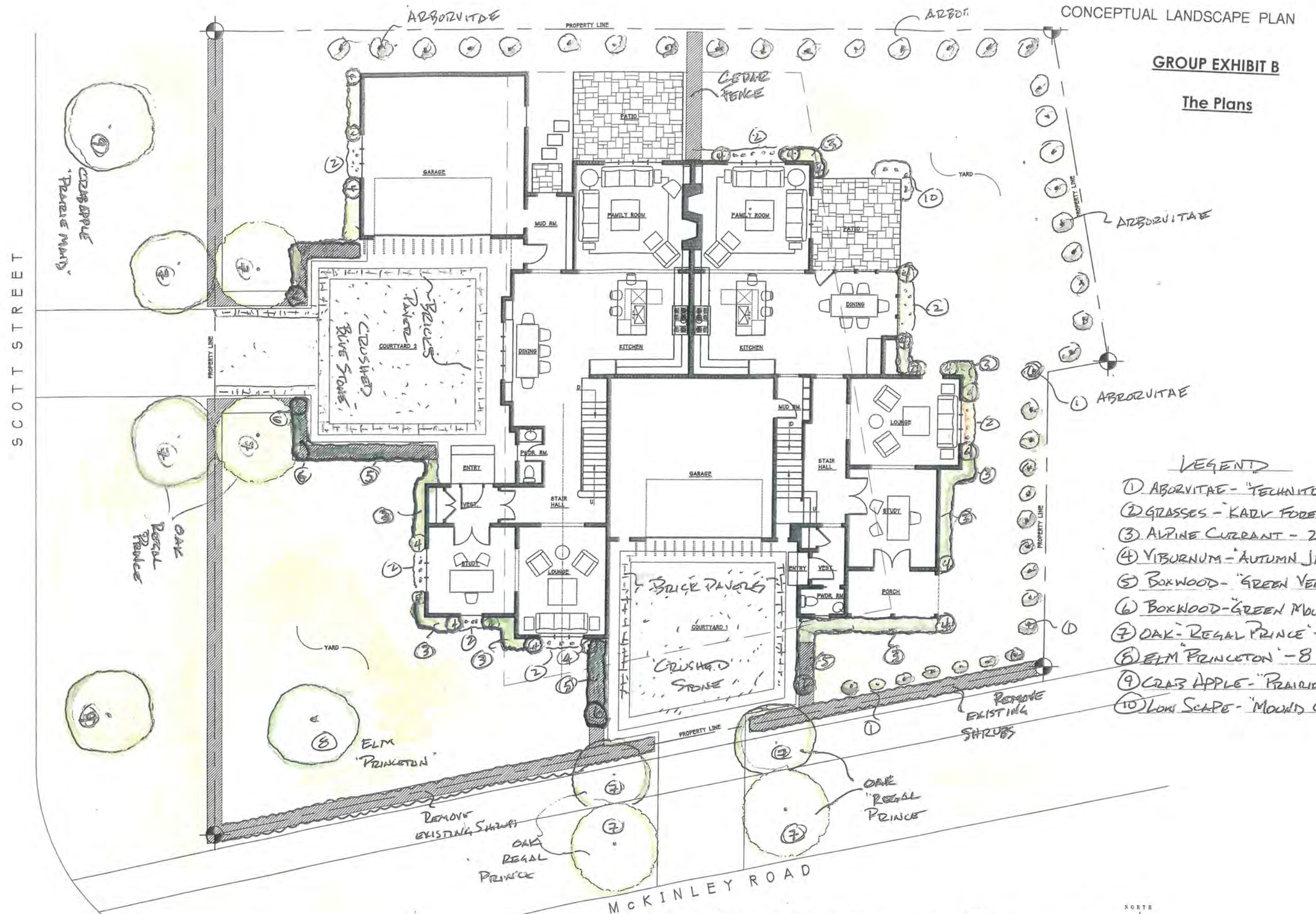


P R O P O S E D E A S T E L E V A T I O N

SCALE 1/4" = 1'-0"

■ SUTTON PLACE - DUPLEX RESIDENCE ■
278 SCOTT STREET LAKE FOREST, IL

© STREIGHTIFF + ASSOC., INC.
555 OAKWOOD AVENUE LAKE FOREST, IL
6.118

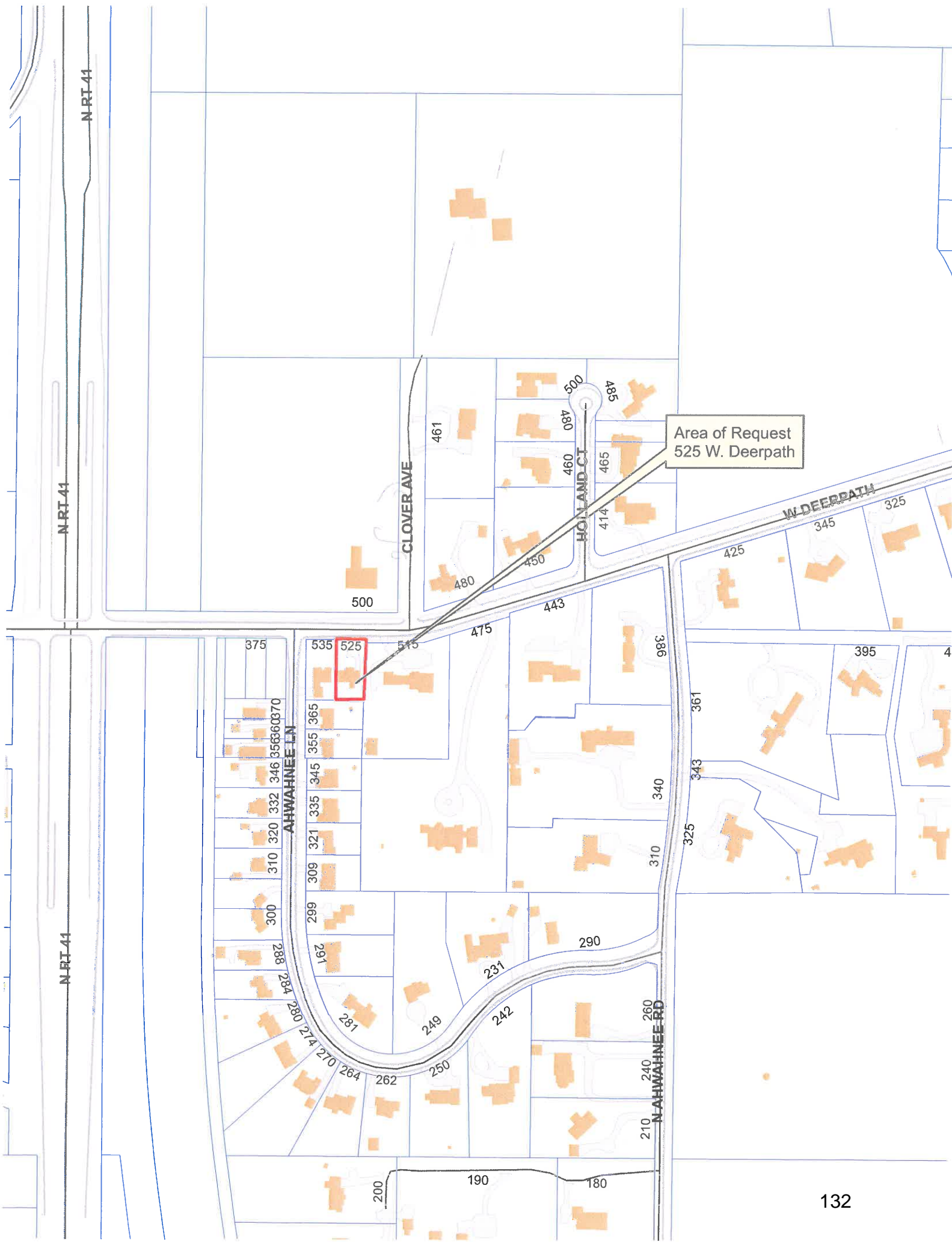


GROUP EXHIBIT B
The Plans

- LEGEND**
- ① ABROVITAE - "TECHNITO" - 5'
 - ② GRASSES - "KADY FORESTER"
 - ③ ALPINE CURRANT - 24"
 - ④ VIBURNUM - "AUTUMN JAZZ" - 36"
 - ⑤ BOXWOOD - "GREEN VELVET" - 24"
 - ⑥ BOXWOOD - "GREEN MOUNTAIN" - 36"
 - ⑦ OAK - "REGAL PRINCE" - 8'
 - ⑧ ELM - "PRINCETON" - 8'
 - ⑨ CRAB APPLE - "PRAIRIE MAID" - 8'
 - ⑩ LOW SCAPE - "MOUND CHORE BOY"

DUPLEX RESIDENCES
279 SCOTT STREET LAKE FOREST, IL

PROPOSED LANDSCAPING PLAN 279 SCOTT ST
JOE WEIDENHAMER
OLD WORLD BUILDERS, LLC
1.8.18



Area of Request
525 W. Deerpath

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-__

AN ORDINANCE GRANTING VARIANCES FROM THE SIDE AND REAR YARD SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 525 W. DEERPATH

WHEREAS, Sally Grover ("**Owner**") is the owner of that certain real property commonly known as 525 W. Deerpath, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-4, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to construct improvements, including an open, covered rear porch ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owner submitted an application ("**Application**") requesting approval of a variance from Section 159.082, R-4, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side and rear yard setback areas; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on July 23, 2018; and

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

1. The requested side and rear yard setback variances will not alter the essential character of the neighborhood. The proposed open porch addition is compatible with the existing residence and located at the rear of the residence, not visible from the road. Additionally, the porch is open in nature and does not create the appearance of additional mass.
2. The conditions upon which the variance is requested, including the original siting of the house consistent with the zoning regulations in effect at that time and approval of the subdivision prior to the application of the R-4 zoning district to the property, are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City.
3. The existing house does not conform to the current 20-foot side yard setback requirement. The hardship in conforming to the required setback is a result of the original construction of the house prior to current setback

regulations and the owner's desire and need to provide a covered entry to the home due to a medical condition that limits mobility.

4. The variance and the resulting covered porch will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values in the surrounding area.

and recommended that the City Council approve the variance 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 ZBA, have determined that it is in the best interests of the City and its residents to grant approval of the requested variances subject to the terms and conditions hereinafter set forth;

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the addition of an open, covered, rear porch to be located no closer than 6'4" to the side yard property line and no closer than 47' to the rear property line.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and

other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the

passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

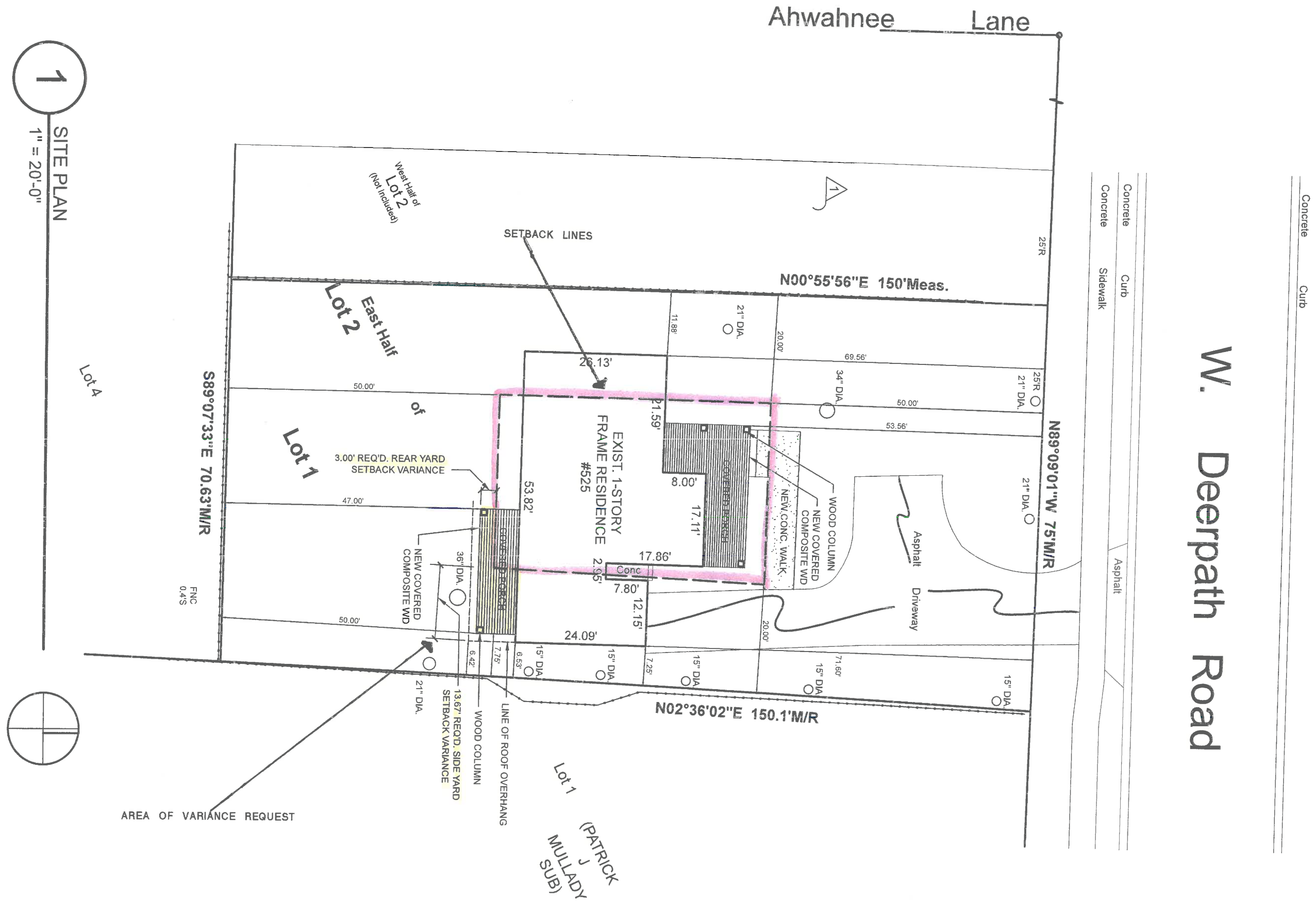
PASSED THIS __ DAY OF _____, 2018.

ATTEST:

Mayor

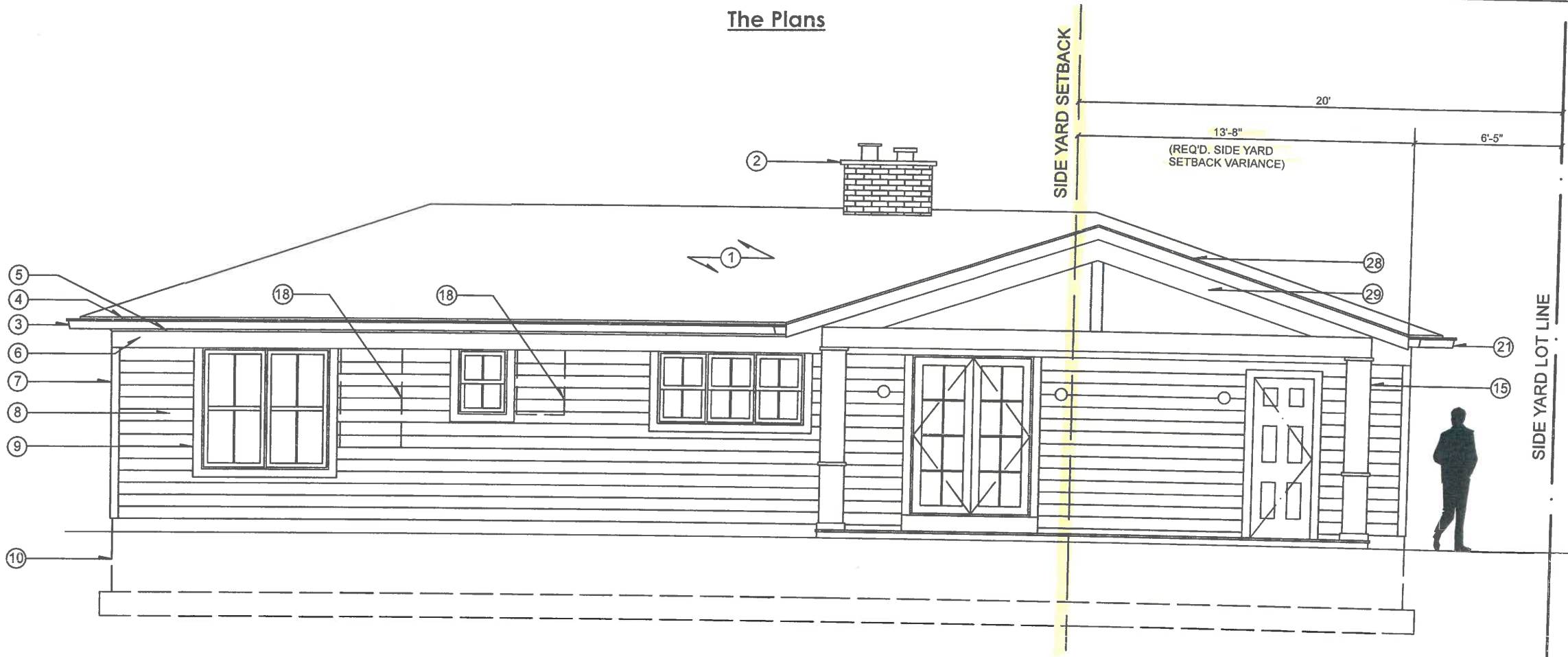
City Clerk

The Plans



GROUP EXHIBIT B

The Plans



1 EXTERIOR ELEVATION - SOUTH

- MATERIALS LEGEND**
- 1. EXISTING ASPHALT SHINGLE ROOFING
 - 2. EXISTING MASONRY CHIMNEY
 - 3. EXISTING ALUMINUM GUTTER AND DOWNSPOUT
 - 4. EXISTING WOOD FASCIA BOARD FOR PAINT
 - 5. EXISTING WOOD TRIM FOR PAINT
 - 6. 1" X 10" WOOD TRIM BOARD FOR PAINT - MATCH EXISTING
 - 7. 1" X 4" WOOD TRIM CORNER BOARD FOR PAINT
 - 8. CEDAR LAP SIDING - 5.5" - SEMI-TRANSPARENT STAIN
 - 9. 1" X 4" WOOD TRIM FOR PAINT
 - 10. EXISTING FOUNDATION WALL
 - 11. 1" X 10" WOOD TRIM CORNER BOARD FOR PAINT
 - 12. NEW CONCRETE FOUNDATION WALL AND FOOTING
 - 13. 12" #5 @ 12" O.C. VERTICAL - EMBEDDED 6" MIN. INTO NEW & EXIST. CONC. FOUNDATION WALL - GROUT SOLID
 - 14. AZEK DECK SYSTEM
 - 15. CUSTOM 10" X 10" WOOD COLUMN
 - 16. 10" X 10" WOOD COLUMN FOR PAINT
 - 17. 14" DIAMETER X 3'-6" DEEP CONCRETE PIER
 - 18. IN-FILL PARTITION @ REMOVED WINDOW
 - 19. PREFINISHED STANDING SEAM METAL ROOFING
 - 20. NEW ASPHALT SHINGLE ROOFING - MATCH EXISTING
 - 21. ALUMINUM GUTTER - MATCH EXISTING
 - 22. LINE OF EXISTING ROOF FRAMING
 - 23. BROOM FINISH CONCRETE STOOP FOR STAIN
 - 24. WOOD FASCIA FOR PAINT - MATCH EXISTING
 - 25. WALL BOONCE - VERIFY HEIGHT W/ARCHITECT - PROVIDE BLOCKING AT JUNCTION BOX
 - 26. FLASHING
 - 27. THERMOPLASTIC POLYOLEFIN ROOFING
 - 28. PREFINISHED STANDING SEAM METAL ROOFING
 - 29. OPEN WOOD TRUSS FOR PAINT

PROPOSED ELEVATIONS

MATTHEW KEROUAC ARCHITECTS

314 W. HAWTHORNE CT. LAKE BLUFF, IL 60044
708.254.7903 MJKEROUAC@YAHOO.COM

REV.	DATE	ISSUE
	06.14.18	ZBA SUBMITTAL

EXTERIOR ELEVATION - SOUTH

RENOVATION OF:
GROVER RESIDENCE
525 W. DEERPATH
LAKE FOREST, IL

DATE: 06.12.18

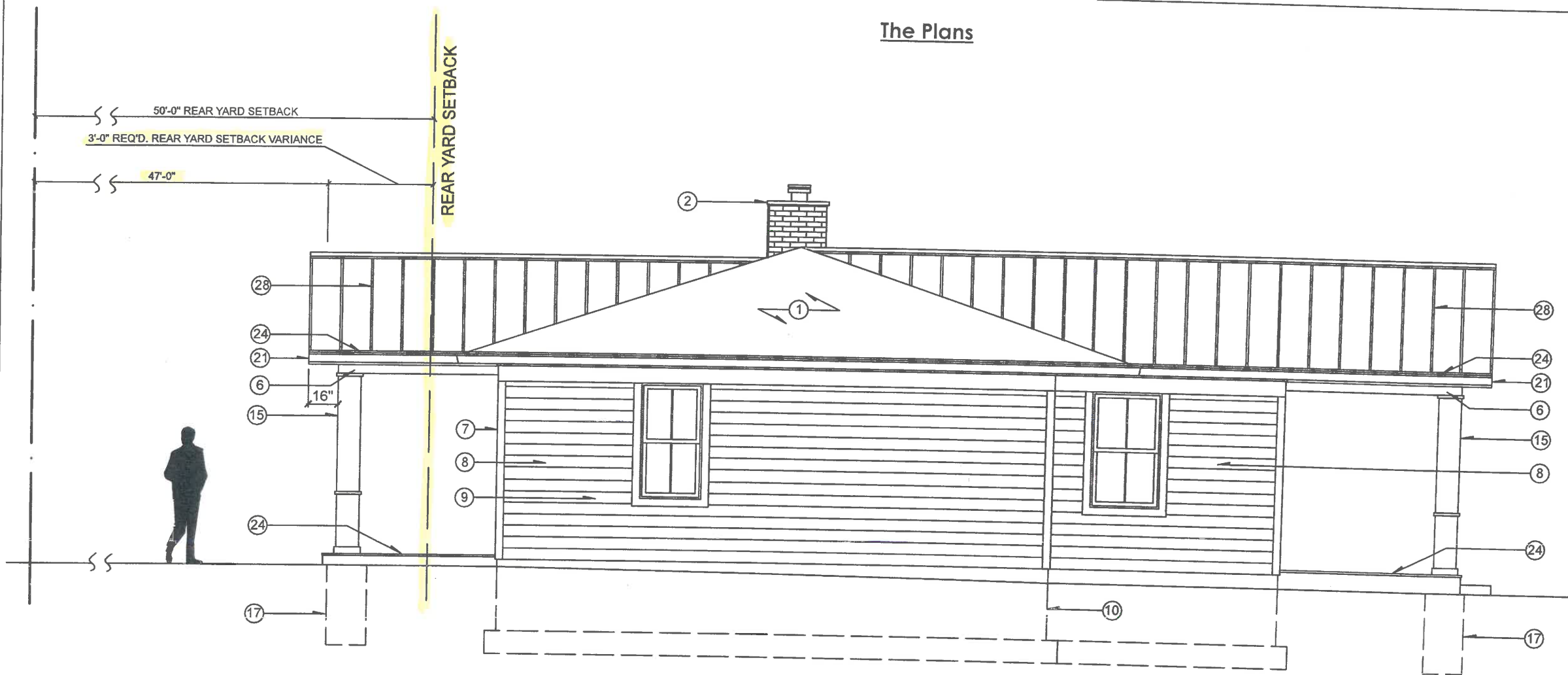
SCALE: 3/16" = 1'-0"

JOB NO.: 1802

A-9

GROUP EXHIBIT B

The Plans



1 EXTERIOR ELEVATION - EAST

- MATERIALS LEGEND**
- 1. EXISTING ASPHALT SHINGLE ROOFING
 - 2. EXISTING MASONRY CHIMNEY
 - 3. EXISTING ALUMINUM GUTTER AND DOWNSPOUT
 - 4. EXISTING WOOD FASCIA BOARD FOR PAINT
 - 5. EXISTING WOOD TRIM FOR PAINT
 - 6. 1" X 10" WOOD TRIM BOARD FOR PAINT - MATCH EXISTING
 - 7. 1" X 4" WOOD TRIM CORNER BOARD FOR PAINT
 - 8. CEDAR LAP SIDING - 5.5" - SEMI-TRANSPARENT STAIN
 - 9. 1" X 4" WOOD TRIM FOR PAINT
 - 10. EXISTING FOUNDATION WALL
 - 11. 1" X 10" WOOD TRIM CORNER BOARD FOR PAINT
 - 12. NEW CONCRETE FOUNDATION WALL AND FOOTING
 - 13. 12" #5 @ 12" O.C. VERTICAL - EMBEDDED 8" MIN. INTO NEW & EXIST. CONC. FOUNDATION WALL - GROUT SOLID
 - 14. AZEK DECK SYSTEM
 - 15. CUSTOM 10" X 10" WOOD COLUMN
 - 16. 10" X 10" WOOD COLUMN FOR PAINT
 - 17. 14" DIAMETER X 3'-6" DEEP CONCRETE PIER
 - 18. IN-FILL PARTITION @ REMOVED WINDOW
 - 19. PREFINISHED STANDING SEAM METAL ROOFING - MATCH EXISTING
 - 20. NEW ASPHALT SHINGLE ROOFING - MATCH EXISTING
 - 21. ALUMINUM GUTTER - MATCH EXISTING
 - 22. LINE OF EXISTING ROOF FRAMING
 - 23. BROOM FINISH CONCRETE STOOP FOR STAIN
 - 24. WOOD FASCIA FOR PAINT - MATCH EXISTING
 - 25. WALL SCONCE - VERIFY HEIGHT W/ARCHITECT - PROVIDE BLOCKING AT JUNCTION BOX
 - 26. FLASHING
 - 27. THERMOPLASTIC POLYOLEFIN ROOFING
 - 28. PREFINISHED STANDING SEAM METAL ROOFING
 - 29. OPEN WOOD TRUSS FOR PAINT

MATTHEW KEROUAC ARCHITECTS

314 W. HAWTHORNE CT. LAKE BLUFF, IL 60044
708.254.7903 MJKEROUAC@YAHOO.COM

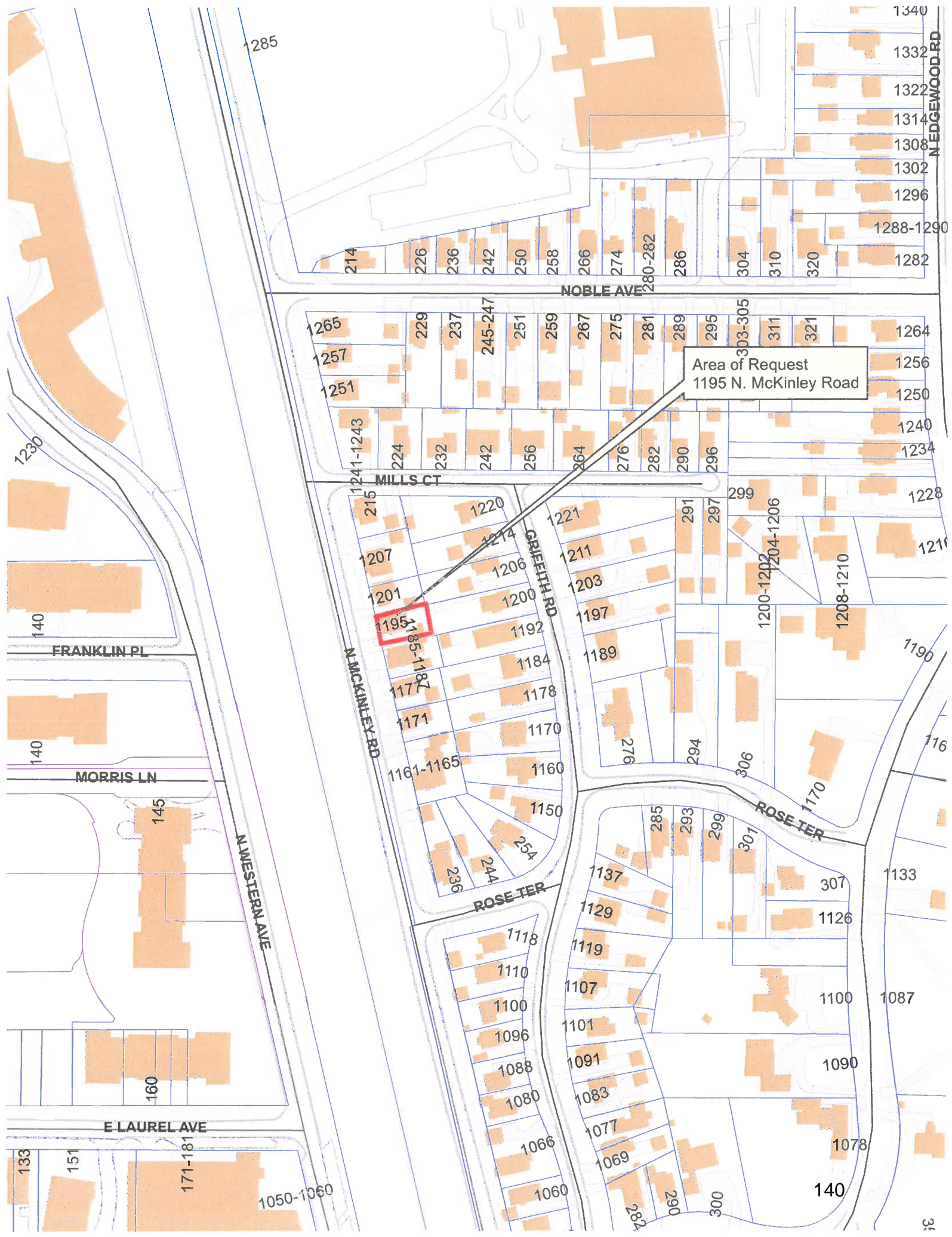
REV.	DATE	ISSUE
	06.14.18	ZBA SUBMITTAL

EXTERIOR ELEVATION - EAST

RENOVATION OF:
GROVER RESIDENCE
525 W. DEERPATH
LAKE FOREST, IL

DATE: 06.12.18
SCALE: 1/8" = 1'-0"
JOB NO.: 1802

A-11



THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-__

AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK FOR
PROPERTY LOCATED AT 1195 N. MCKINLEY ROAD

WHEREAS, Muhammed Rizwan ("**Owner**") is the owner of that certain real property commonly known as 1195 McKinley Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Owner desires to construct improvements, including a dormer addition on the existing non-conforming residence ("**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**") requesting approval of a variance from Section 159.087, GR-3, General Residence District, of the City of Lake Forest Code, to allow construction of a portion of the Improvements, within the side yard setback; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on July 23, 2018; and

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

1. The requested side yard setback variance will generally not alter the essential character of the neighborhood given the tightness of the homes in the neighborhood.
2. The conditions upon which the variance is requested, including the original siting of the house and the changes to the zoning regulations since the house was constructed, are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City.
3. The alleged difficulty or hardship in conforming to the setback requirement have not been created by the actions of any persons presently or formerly having an interest in the property. The existing house does not conform to the current six foot side yard setback requirement. The hardship in conforming to the required setback is a result of the original construction prior to current setback regulations.

4. The variance and the resulting addition will not impair ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values. The variance will allow for improved access to second floor living space.

and recommended that the City Council approve the variance 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 ZBA, have determined that it is in the best interests of the City and its residents to grant approval of the requested variance subject to the terms and conditions hereinafter set forth;

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow a dormer addition to encroach into the side yard setback in conformance with Exhibit B attached hereto and no further than the encroachment of the existing house, including repairs or reconstruction of the existing eave which encroaches into the side yard setback in its present configuration.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this

Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the

discretion of the City Council, be of no force or effect if the 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 C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2018.

Mayor

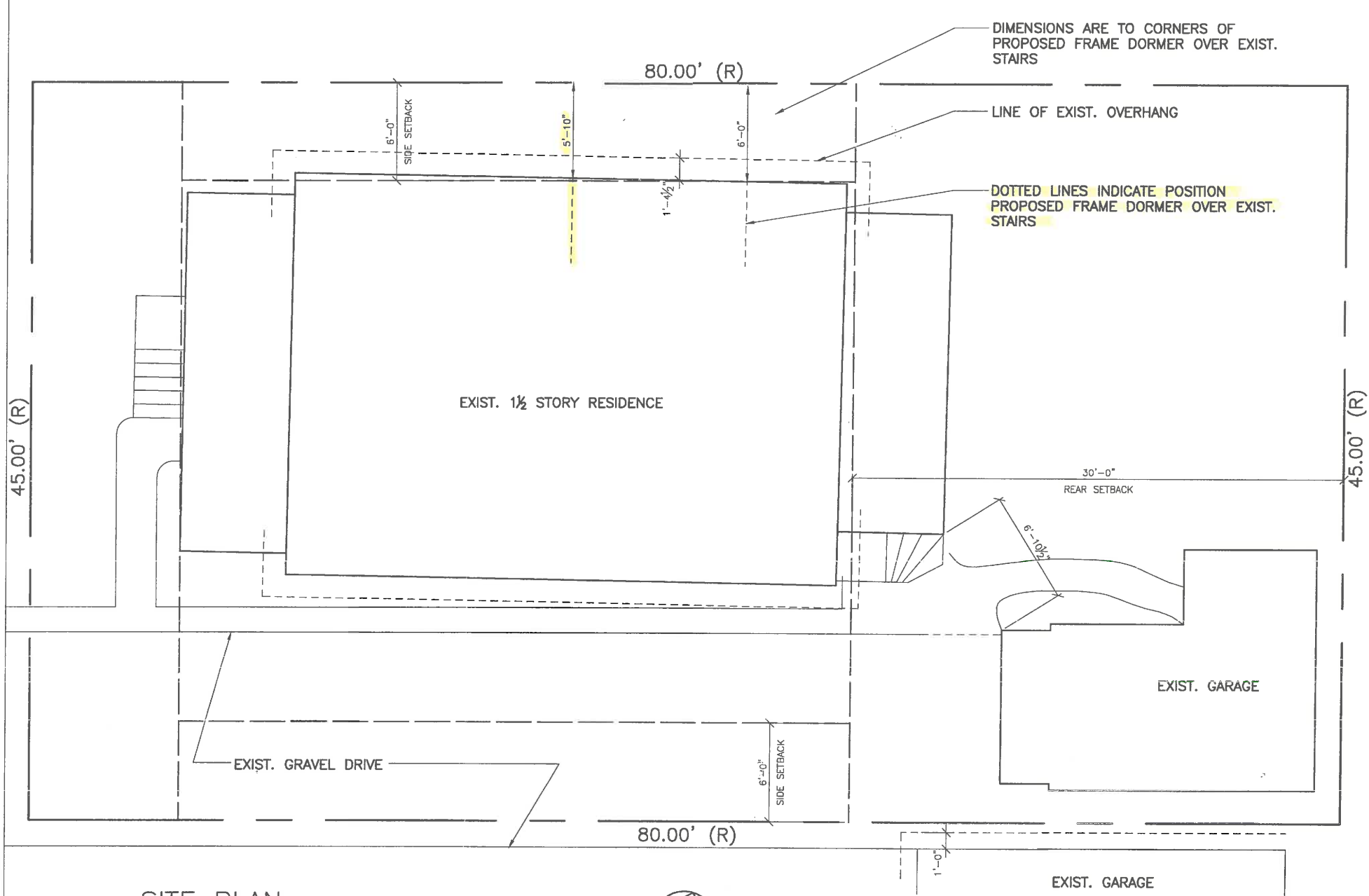
ATTEST:

City Clerk

The Plans

JUN 27 2018

N. MCKINLEY ROAD



SITE PLAN

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

NORTH



NO TREES OF ANY SIZE WILL BE
AFFECTED BY THIS PROPOSED
CONSTRUCTION PROJECT

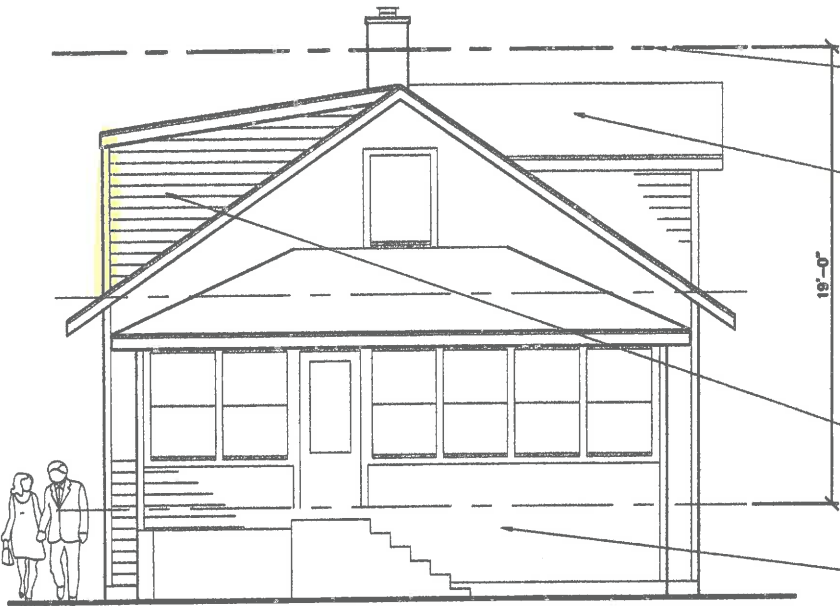
NO CHANGES SHALL BE MADE TO THE
EXISTING GRADE OF THIS PROPERTY
DURING THIS CONSTRUCTION PROJECT

REV. 6-21-18

**RIZWAN
RESIDENCE**

1195 N. MCKINLEY ROAD
LAKE FOREST, ILLINOIS

The Plans



WEST (FRONT) ELEVATION

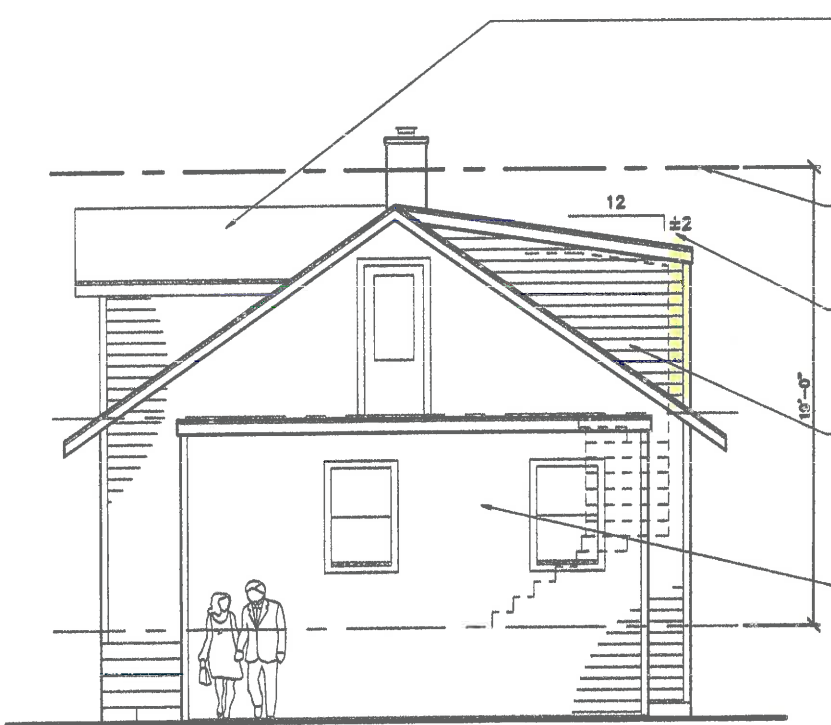
SCALE: 1/8" = 1'-0"

- IMAGINARY LINE 19' ABOVE FIRST FLOOR LEVEL (FOR DETERMINATION OF SECOND FLOOR AREA)
- EXIST. FIBERGLASS/ ASPHALT ROOF SHINGLES (TYP.)
- PROPOSED FRAME DORMER OVER EXIST. STAIRS FINISHED IN HORIZONTAL CEMENT COMPOSITE SIDING & ALUM. CLAD FASCIAS, SOFFITS & TRIM TO MATCH EXIST. (REFINISHED) RESIDENCE
- EXIST. RESIDENCE (SHOWN PARTLY SHADED) REFINISHED IN HORIZONTAL CEMENT COMPOSITE SIDING (TYP.)



SOUTH (SIDE) ELEVATION

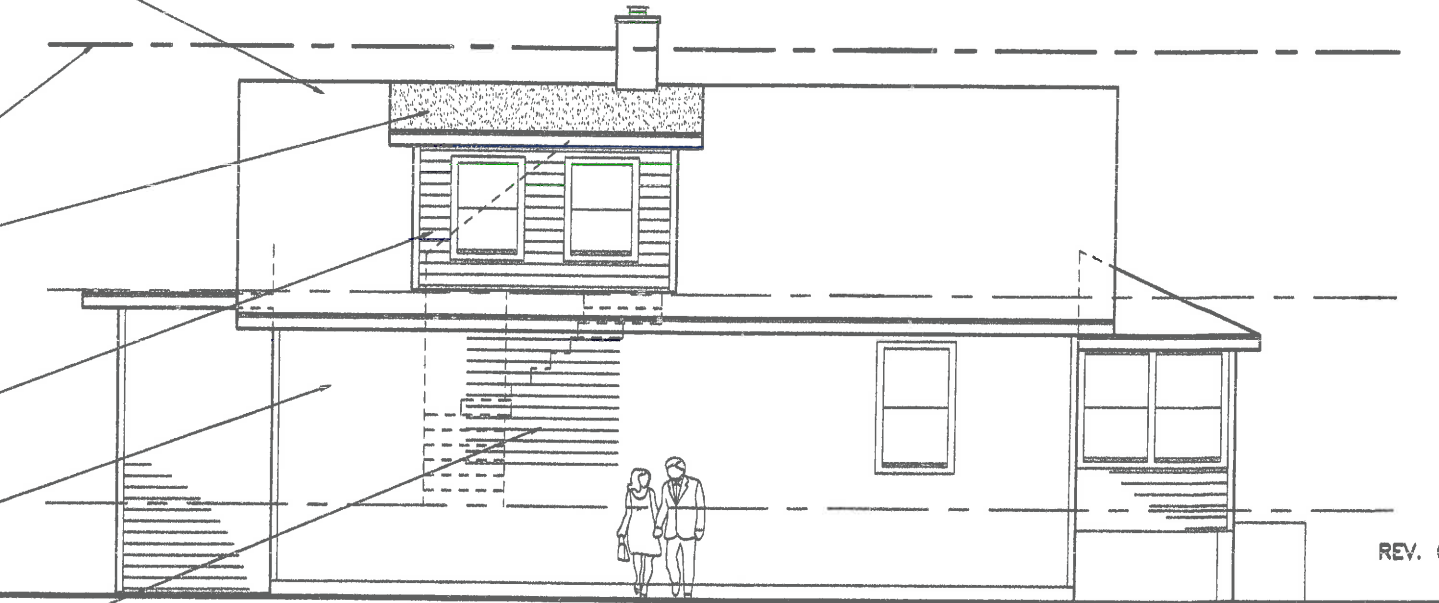
SCALE: 1/8" = 1'-0"



EAST (REAR) ELEVATION

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

- EXIST. FIBERGLASS/ ASPHALT ROOF SHINGLES (TYP.)
- IMAGINARY LINE 19' ABOVE FIRST FLOOR LEVEL (FOR DETERMINATION OF SECOND FLOOR AREA)
- ROOF OF PROPOSED FRAME DORMER FINISHED IN ROLL ROOFING SUITABLE FOR LOW- SLOPE APPLICATION
- PROPOSED FRAME DORMER OVER EXIST. STAIRS FINISHED IN HORIZONTAL CEMENT COMPOSITE SIDING & ALUM. CLAD FASCIAS, SOFFITS & TRIM TO MATCH EXIST. (REFINISHED) RESIDENCE
- EXIST. RESIDENCE (SHOWN PARTLY SHADED) REFINISHED IN HORIZONTAL CEMENT COMPOSITE SIDING (TYP.)
- PATCH EXIST. RESIDENCE WALL (FORMER WINDOW OPENINGS) & FINISH IN HORIZONTAL CEMENT COMPOSITE SIDING TO MATCH (REFINISHED) RESIDENCE



NORTH (SIDE) ELEVATION

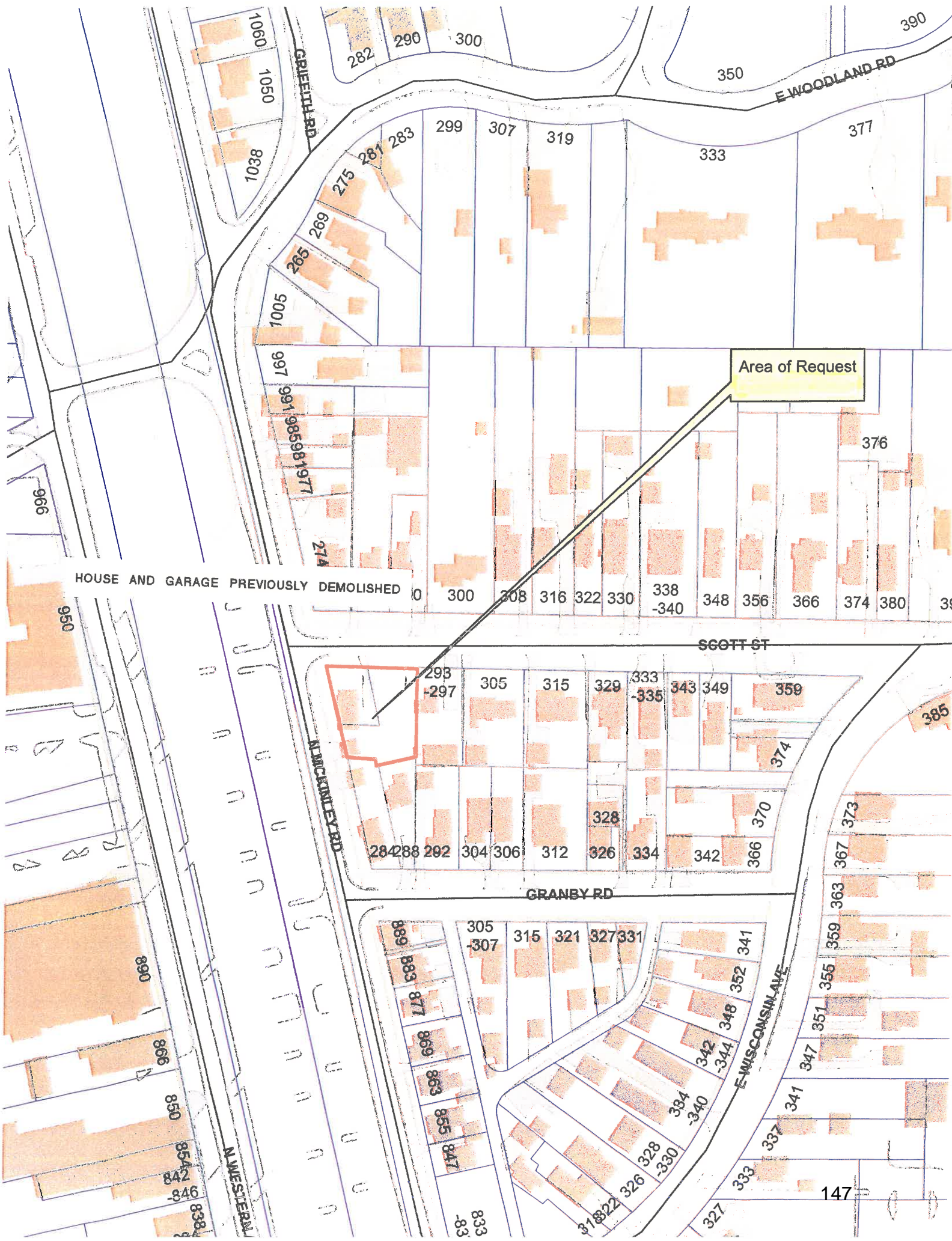
SCALE: 1/8" = 1'-0"

REV. 6-21-18

RIZWAN RESIDENCE

1195 N. MCKINLEY ROAD
LAKE FOREST, ILLINOIS

RECEIVED
JUN 25 2018
BY: _____



THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-__

AN ORDINANCE GRANTING VARIANCES FROM THE FRONT, CORNER SIDE AND REAR YARD SETBACK REQUIREMENTS FOR A NEW DUPLEX RESIDENCE ON THE SOUTHEAST CORNER OF MCKINLEY ROAD AND SCOTT STREET

WHEREAS, Weidenhamer Family Trust (Joseph Weidenhamer, trustee) ("**Owner**") is the owner of that certain real property commonly known as 279 Scott Street Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the GR-2, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to construct improvements, including a new duplex residence, two residential units with attached garages and other site improvements ("**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**") requesting approval of a variance from Section 159.088, GR-2, Single Family Residence District of the City of Lake Forest Code to allow construction of the Improvements, within the setback areas; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on August 27, 2018; and

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

1. The variances will not alter the essential character of the property, the surrounding area or the larger neighborhood in which the property is located. The previous house on the property was located within the setbacks along both McKinley Road and Scott Street. The property is currently configured as two non-conforming parcels as a result of the property remaining essentially unaltered for many decades. This is an area in transition with improvements to existing homes on Scott Street occurring as well as redevelopment along McKinley Road including duplex and multi-family development.
2. The conditions upon which the variances are requested, the irregular lot shape, its location on the corner, the existing character of the streetscape

and the pre-existing pattern of encroachment of residences into the setbacks particularly along McKinley Road are generally unique to this property and are not universally applicable to other properties in the same zoning district, along Scott Street in general or in other neighborhoods in the community.

3. Landscaping of the now almost barren property is planned with a focus on plantings along the perimeter of the property and the streetscapes.
4. The Building Review Board recommended approval of the building massing, design and materials noting that the proposed improvement will enhance the area and support other redevelopment and upgrades in the area over time.
5. The property was configured prior to current zoning regulations. The hardship in part was created by relocation of McKinley Road which foreshortened the properties along the east side of the road.
6. The variances will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values in the area. The proposed improvements will enhance the value of the property, will be an improvement to the neighborhood and will continue the pattern of transition and redevelopment that is occurring along McKinley Road.

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

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

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the construction of the Improvements, as fully depicted on the

Plans, within the front, rear and corner side yard setbacks, as depicted on the plans.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs

(including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

- G. Other conditions. The landscape plan shall reflect substantial plantings along the streetscapes and along the east and south property lines to buffer and soften views of the new structure.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 90 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. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2018.

Mayor

ATTEST:

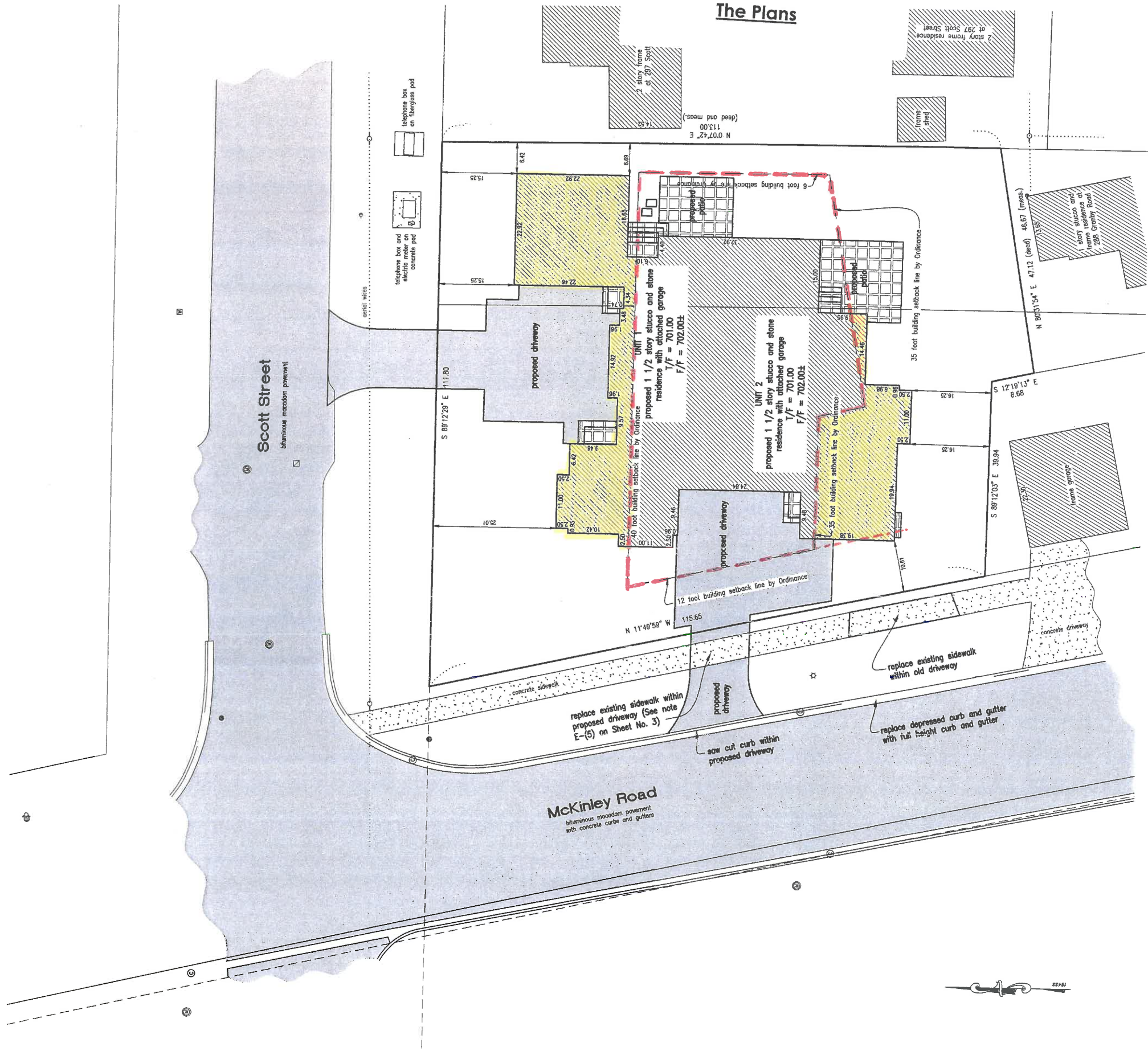
City Clerk

site plan

scale: 1 inch = 10 feet

All dimensions and elevations hereon shown unless it is otherwise noted are given in feet and decimal parts thereof. Solid elevations are referred to the City of Lake Forest datum plane. All bearings hereon shown are assumed bearings.

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GROUP EXHIBIT B

PROPOSED SITE PLAN - AREAS OF ENCROACHMENT HIGHLIGHTED

The Plans

LEGEND

manhole	catch basin	walk	fire hydrant	water valve	light	air conditioner	cable television pedestal	electric transformer	telephone pedestal	electric meter	utility pole	downspout (sh)	anchor	top of foundation	first floor
⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙	⊙

Impervious Area Table		
Improvements on the property	Area (sq. ft.)	
Proposed driveways	1,561	
Proposed patios, steps, pad	576	
Proposed residences and porch	3,683	
Total	5,820	
Property Area	11,470	

For underground utility locations, call J.U.L.I.E. 1-800-892-0123

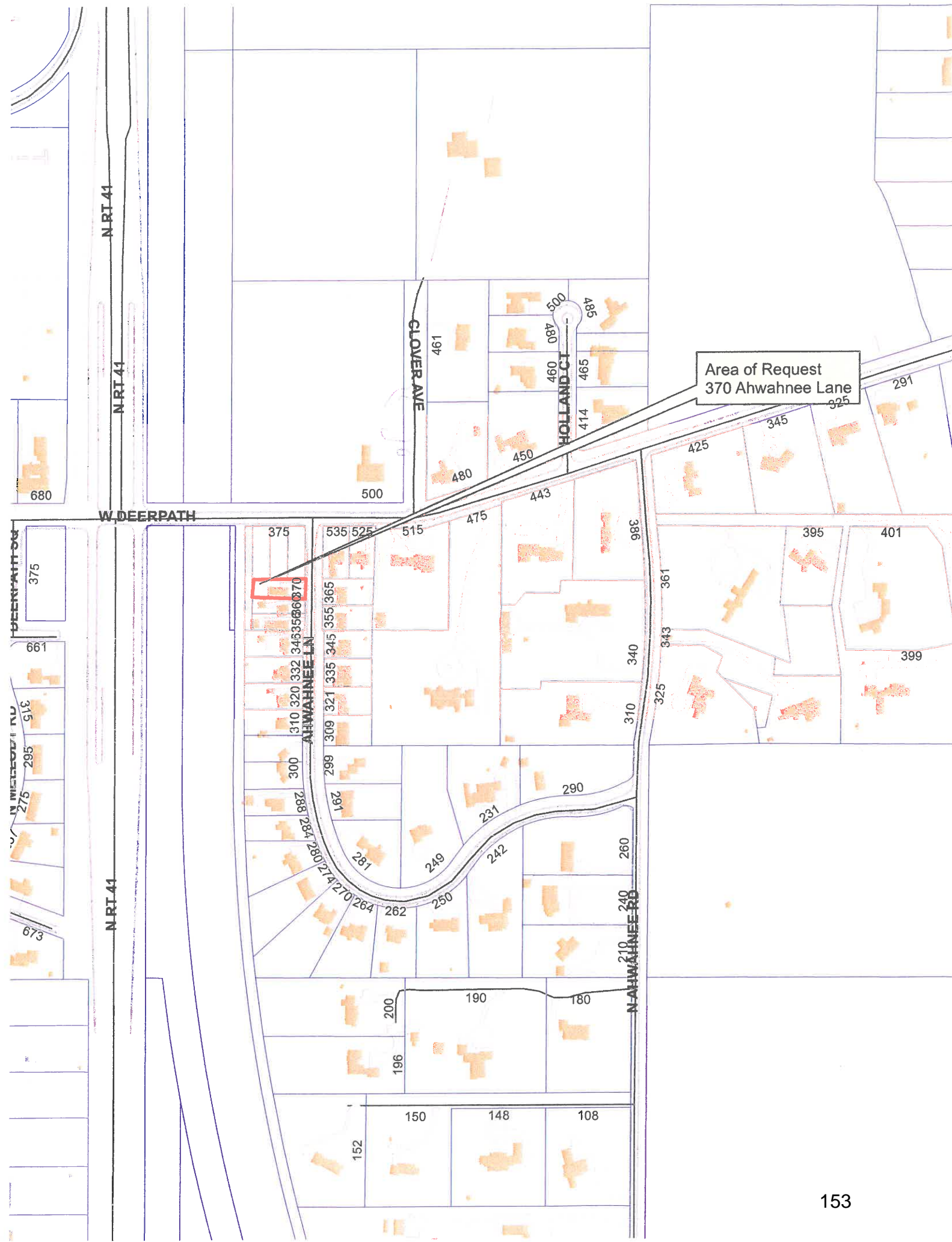
for review only

field work completed on June 27, 2017

Order No. 18422
Field Book E685 page 28
Date August 24, 2018
File No. note

from the office of
James Anderson Company
Engineers, Planners, and Surveyors
920 West North Shore Drive
Lake Bluff, Illinois, 60044
(847) 295-3322
Professional Design Firm 184,000847

for
Joseph E. Weidenhamer
308 Weatherford Court
Lake Bluff, Illinois, 60044



THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-__

AN ORDINANCE GRANTING VARIANCES FROM THE SIDE AND REAR YARD
ACCESSORY STRUCTURE SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 370
AHWAHNEE LANE

WHEREAS, Alexandria Skopis ("**Owner**") is the owner of that certain real property commonly known as 370 Ahwahnee Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-4, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to construct improvements, including an a detached garage ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.082, R-4, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side and rear yard accessory structure setback areas; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on August 27, 2018; and

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

1. The requested side and rear yard accessory structure setback variances will not alter the essential character of the neighborhood. The proposed detached garage is compatible with the existing residence and is generally located in a manner consistent with other homes in the neighborhood. Additionally, the proposed garage is adjacent to properties owned by ComEd and the State of Illinois. Neither of these properties are planned for residential use in the future.
2. The conditions upon which the variances are requested are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City. The original date of approval of the subdivision, the existing non-conformance with current zoning regulations and the adjacency to non-residential properties contribute to the property's uniqueness.

3. The hardship in conforming to the required setback is a result of the original lot configuration and size, and the construction of the residence prior to current zoning regulations.
4. The variance and the resulting garage will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values in the surrounding area. In fact, the proposed location of the garage may serve to buffer the house somewhat from the adjacent non-residential uses: a bike path, railroad tracks, Route 41 and a future pump station.

and recommended that the City Council approve the variance 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 ZBA, have determined that it is in the best interests of the City and its residents to grant approval of the requested variances subject to the terms and conditions hereinafter set forth;

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow construction of a new detached garage to be located no closer than 5' to the side yard property line and no closer than 5' to the rear property line.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as

otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The 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 FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

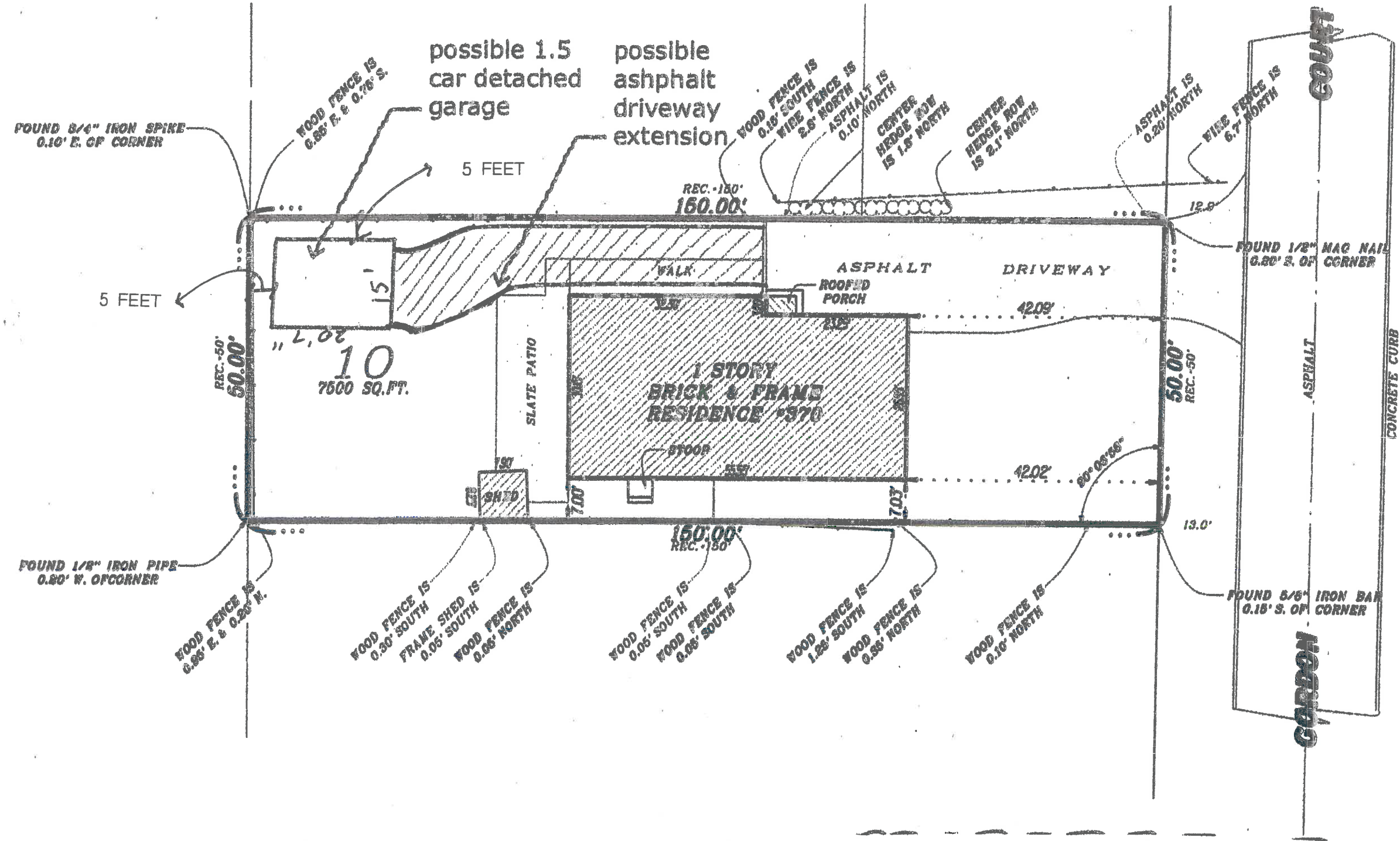
PASSED THIS __ DAY OF _____, 2018.

Mayor

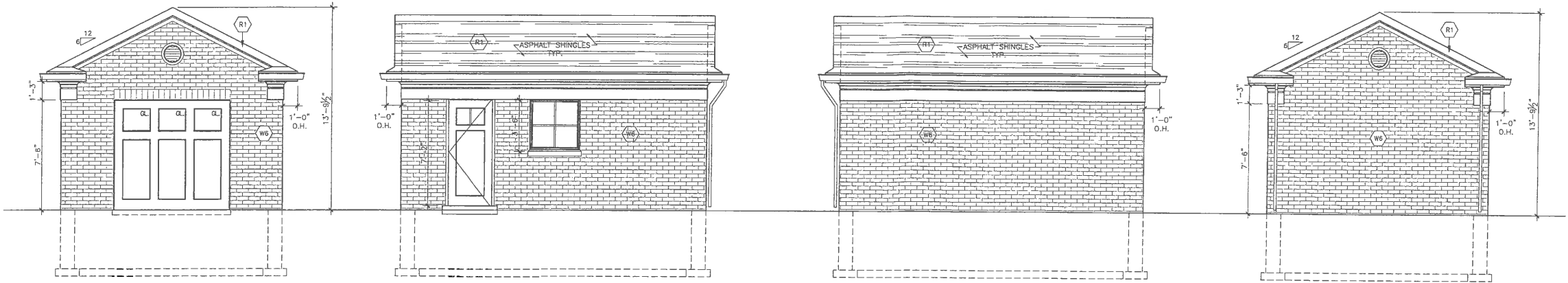
ATTEST:

City Clerk

The Plans



The Plans

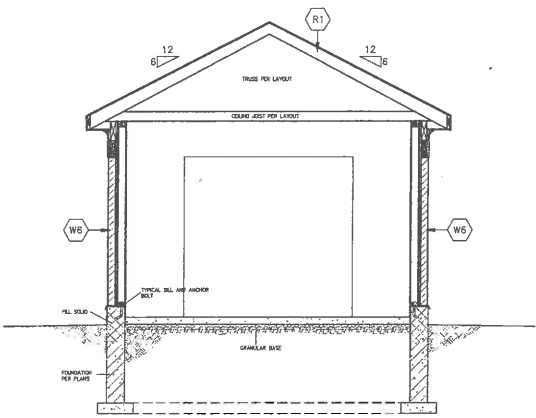


EAST ELEVATION

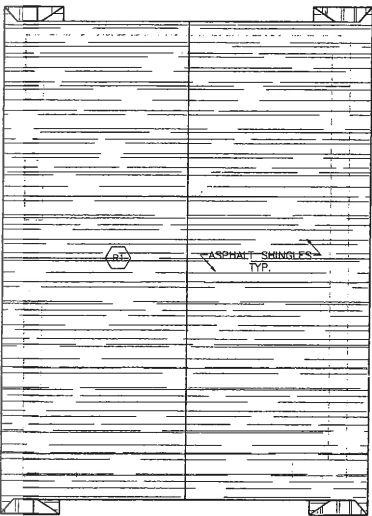
SOUTH ELEVATION

NORTH ELEVATION

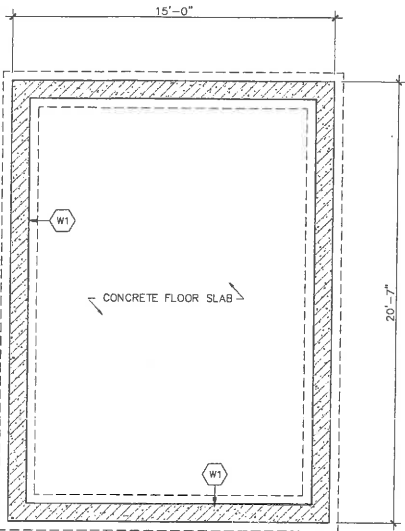
WEST ELEVATION



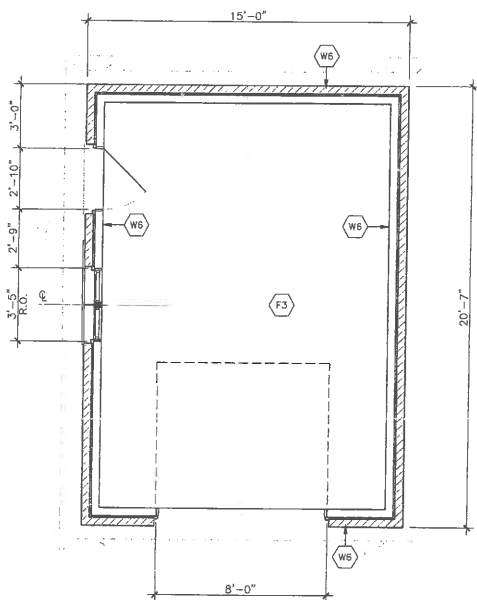
SECTION
A1.0 Scale: 1/4"=1'-0"



ROOF PLAN
A1.0 Scale: 1/4"=1'-0"



FOUNDATION PLAN
A1.0 Scale: 1/4"=1'-0"



FLOOR PLAN
A1.0 Scale: 1/4"=1'-0"

ARCHITECTURAL NOTES

GENERAL

- THESE DRAWINGS ARE THE PROPERTY OF THE DESIGNER AND ENGINEER AND MAY NOT BE COPIED WITHOUT THEIR APPROVAL AND ARE SUBJECT TO RETURN UPON REQUEST.
- DRAWINGS SHALL NOT BE SCALED.
- ALL CONSTRUCTION TO COMPLY WITH LOCAL BUILDING CODE LATEST EDITION.
- ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED BY THE GENERAL CONTRACTOR AT THE SITE PRIOR TO CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE DESIGNER OF ANY DISCREPANCIES BETWEEN THE SITE CONDITIONS AND THE ASSUMED DESIGN CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION METHOD OF ERECTION, AND THE INSTALLATION PROCEDURES OF THE STRUCTURAL MEMBERS INCLUDING THE ERECTION OF STEEL BEAMS, THE GENERAL CONTRACTOR SHALL VERIFY LOCATIONS OF ANY UNDERGROUND OR HIDDEN SERVICES BEFORE COMMENCING DEMOLITION OR CONSTRUCTION. EXCAVATION WORK IS TO USE METHODS WHICH PREVENT MOVEMENT OR DAMAGE TO ADJACENT STRUCTURES, PROPERTIES, ROADS AND SIDEWALKS. THE GENERAL CONTRACTOR SHALL EXERCISE EXTREME CAUTION AND CARE DURING THE DEMOLITION PROCESS OF EXISTING STRUCTURE AND SUPPORTING WALLS AND BE SOLELY RESPONSIBLE TO SUPPORT THE EXISTING STRUCTURE DURING THE CONSTRUCTION. THE GENERAL CONTRACTOR SHALL CALL THE STRUCTURAL ENGINEER FOR AN INSPECTION PRIOR TO CUTTING EXISTING MEMBERS AND REMOVING WALLS, CUTS FOR NEW OPENINGS IN LOAD BEARING MASONRY TO BE DONE BY SAW CUTTING.
- ALL DIMENSIONS ON PLAN WILL BE TO BEAM CENTERS AND WALL FACES U.N.O.
- PROVIDE WIND BRACING AS PER LOCAL BUILDING CODE.
- ALL GUARDS TO COMPLY WITH LOCAL BUILDING CODE.
- VAPOR BARRIERS ARE TO BE OVERLAPPED MIN. 4" AND BE SEALED WITH ACQUISITIC SEALANT.
- ALL EXTERIOR DOORS TO BE INSULATED CW WEATHER STRIPPING AND ALUMINUM THRESHOLD U.N.O.
- ALL BEAMS TO BE LATERALLY SUPPORTED U.N.O.
- ALL BOLT HOLES SHALL BE 1/8" OVERSIZED AND BOLT THREADS SHALL NOT BE ON THE WOOD MEMBERS.
- MAKE ALL JOINTS CONTINUOUS THROUGH FLOOR AND ROOF FRAMING BY INSTALLING VERTICAL BLOCKING FOR THE FULL AREA OF THE JOINT.
- SHOP DETAILS OF ALL FABRICATION ITEMS SHALL BE SUBMITTED FOR REVIEW PRIOR TO FABRICATION.

MASONRY

- MORTAR SHALL CONFORM TO LOCAL BUILDING CODE.
- C.M.U.'S SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OVER NET AREA IN ACCORDANCE WITH LOCAL BUILDING CODE.
- BRICK AND BLOCK SHALL BE TIED AND BONDED BY HEAVY DUTY "BLOCKLOCK" @ 16" O.C. VERTICALLY.
- MINIMUM BEARING OF STRUCTURAL MEMBERS ON MASONRY SHALL BE AS FOLLOWS:

- A) CONCRETE AND STEEL BEAMS = 8"
B) CONCRETE SLABS = 4"
C) WDSJ = 4"
D) WOOD BEAMS AND JOISTS = 3 1/2"
E) BEARING PLATES SHALL BEAR ON 3 COURSES OF SOLID MASONRY WHICH SHALL EXTEND A MINIMUM OF 6" FROM EACH SIDE OF THE PLATE.

STRUCTURAL STEEL

- ALL STRUCTURAL STEEL SHALL BE CSA G40.21 GRADE 350W. FABRICATION, CONNECTION DESIGN AND WELDING SHALL CONFORM TO A13.515.1 AND W54-M1989. PROVIDE SOLID BEARING TO BEAMS OR FOUNDATION AT POINT LOADS OR BEARING WALLS.
- STRUCTURAL STEEL FABRICATOR TO PROVIDE SHOP DETAIL DRAWINGS SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE PROVINCE OF ONTARIO, FOR ALL CONNECTIONS, PRIOR TO FABRICATION, FOR ENGINEER'S REVIEW. THE SHOP DETAILS SHALL PROVIDE AS A MINIMUM THE REQUIRED MATERIAL AND PRODUCT STANDARDS, LOCATION, TYPE AND SIZE OF ALL MECHANICAL FASTENERS, BOLT INSTALLATION REQUIREMENTS AND WELDS.
- PLACEMENT OF REINFORCING STEEL SHALL CONFORM TO LOCAL STANDARDS.
- COLUMNS TO BE HSS 350 GRADE.
- ALL EXTERIOR STEEL FITTINGS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
- PAINT STEEL WITH ONE COAT PRIMER.

FOOTINGS AND FOUNDATIONS

- FOOTINGS SHALL BE POURED ON UNDISTURBED SOIL. EXTERNAL FOOTINGS SHALL BE ERECTED 4" MINIMUM BELOW GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE DESIGN BEARING CAPACITY AND REPORT TO THE ENGINEER OF ANY DISCREPANCIES.
- ALL FILL SHALL BE COMPACTED TO A MINIMUM 95% OF ITS STANDARD PROCTOR MAXIMUM DRY DENSITY.

CONCRETE

- SLAB ON GRADE SHALL BE 4" THICK REINFORCED WITH #7X8'X1/2" WELDED WIRE MESH U.N.O.
- MINIMUM SPECIFIED STRENGTH: 32 MPa FOR PORCH SLABS, GARAGE SLABS, AND EXTERIOR FLATWORK; 20 MPa FOR ALL OTHER CONCRETE.
- ALL REINFORCEMENT SHALL BE DEFORMED BARS CSA C30.1 FY = 60 KSI. EXTEND CONTINUOUS BARS INTO INTERSECTING MEMBERS FOR A DISTANCE OF 36 BARS DIAMETERS AND BENT IF REQUIRED. PROVIDE CONCRETE COVER OF REINFORCEMENT AS REQUIRED BY LOCAL BUILDING CODE.

WOOD FRAME CONSTRUCTION

- WOOD FRAMING TO CONFORM TO LOCAL BUILDING CODE.

- THE DESIGN OF THE STRUCTURAL COMPOSITE LUMBER MEMBERS SHALL CONFORM TO THE LOCAL STANDARDS. ALL THE STRUCTURAL COMPOSITE LUMBER BEAMS SHALL BE OF MICRO-LAM LUMBER AS OUTLINED IN LOCAL STANDARDS OR EQUIVALENT. THE INSTALLATION OF ALL THE STRUCTURAL COMPOSITE LUMBER BEAMS SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION GUIDELINES AND RECOMMENDATIONS.
- WOOD FRAMING MEMBERS THAT ARE NOT TREATED WITH A WOOD PRESERVATIVE AND WHICH ARE SUPPORTED ON CONCRETE IN CONTACT WITH THE GROUND OR FILL SHALL BE SEPARATED FROM THE CONCRETE BY AT LEAST 6 MIL. POLYETHYLENE OR OTHER APPROVED DAMP PROOFING MATERIAL.
- PROVIDE APPROVED METAL CONNECTORS BY MGA CONNECTORS OR SIMPSON STRONG-TIE AT POST BASES, POST CAPS, AND ALL WOOD TO WOOD JOINTS OR CONNECTIONS ARE TO BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE. QUANTITY OF NAILS RECOMMENDED BY MANUFACTURER ARE NOT TO BE REDUCED.
- ALL FRAMING LUMBER SHALL BE #2 OR BETTER U.N.O.
- PLYWOOD FLOOR SHEATHING SHALL BE 1/2" SPF U.N.O. PLYWOOD WALL SHEATHING SHALL BE 1/2" SPF U.N.O. PROVIDE EXTERIOR GRADE PLYWOOD WHERE REQUIRED BY O.B.C.
- THE TYPICAL JOISTS SHALL BE T.I. JOISTS AS OUTLINED IN THE TRUSS JOIST CANADA LTD. DESIGN CATALOGUE OR EQUIVALENT. SEE PLANS FOR THE LOCATION AND SPACING OF THE JOISTS. THE INSTALLATION OF ALL TYPICAL JOISTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION GUIDELINES AND RECOMMENDATIONS.
- LOAD BEARING STUD WALLS SHALL BE 2X6 @ 16" O.C. SPF #2 LUMBER, U.N.O. PROVIDE BRIDGING OR BLOCKING AT THE STUD WALLS TO GIVE 4" MAXIMUM UNBRACED LENGTH U.N.O.
- PROVIDE DOUBLE JOISTS UNDER NON-LOADBEARING PARTITIONS PARALLEL TO JOISTS.
- PROVIDE ALL LUMBER FLOOR JOIST WITH 2X2 BRIDGING OR SOLID BLOCKING AT 5'-11" MAXIMUM CENTERS.

W1 (Basement Foundation Walls)

- Footings as indicated
- Drainage course
- Bituminous dampproofing
- 1/2" parge (black only)
- Concrete foundation wall and reinforcing as indicated
- Wood sill & anchor bolts as indicated
- 15 lb. building paper
- 2" x 6" @ 16" o.c. framing
- Continuous Insulation per approved package
- 6 mil. poly V.B./air barrier
- 1/2" drywall filled, taped, sanded and ready for paint.

W6 (Brick/Stone Exterior Walls)

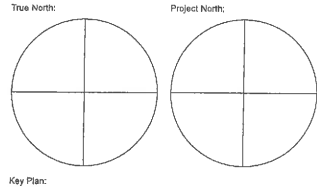
- 4" brick/stone facing
- 1" minimum airspace
- Continuous Rigid Insulation as per package
- Metal ties as per O.B.C.
- Weep holes @ 24" o.c. at courses at top of foundation wall and above all openings.
- Provide through wall base flashing up min. 12" behind sheathing paper.
- Tyvek housewrap
- 1/2" plywood sheathing
- 2" x 6" @ 16" o.c. framing
- 2" x 6" blocking at mid-height
- Double plates at top, sill plate at bottom.
- Insulation per approved package
- 6 mil. poly V.B./air barrier
- 1/2" drywall filled, taped, sanded and ready for paint.

F3 (Garage Floor)

- 4" concrete slab 5-8% air entrainment.
- Slope slab to drain min. 2%
- Saw cuts as indicated
- 6" x 6" x 6/8 wire mesh
- 5" granular fill "A" on V.B.
- Undisturbed soil or compacted material
- Note: Seal surface w/ concrete sealant.

R1 (Main Roof)

- Asphalt shingles unless noted otherwise.
- Ice & water shield
- Eaves protection in accord with O.B.C.
- 1/2" spruce plywood sheathing
- Rafters or trusses/ceiling joists size as indicated
- Ventilated attic space as per O.B.C.
- Insulation per approved package
- 6 mil. poly V.B./air barrier
- 1/2" drywall filled, taped, sanded and ready for paint.



Key Plan:

No.	Date	Issued/Revision	By:
-----	------	-----------------	-----

Strickland Mateljan
Design + Architecture
79 Wilson Street, Suite 301
Oakville, ON L6K 3G4
Tel: 905 842 2848
smdo.ca

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Designer: _____ Engineer: _____

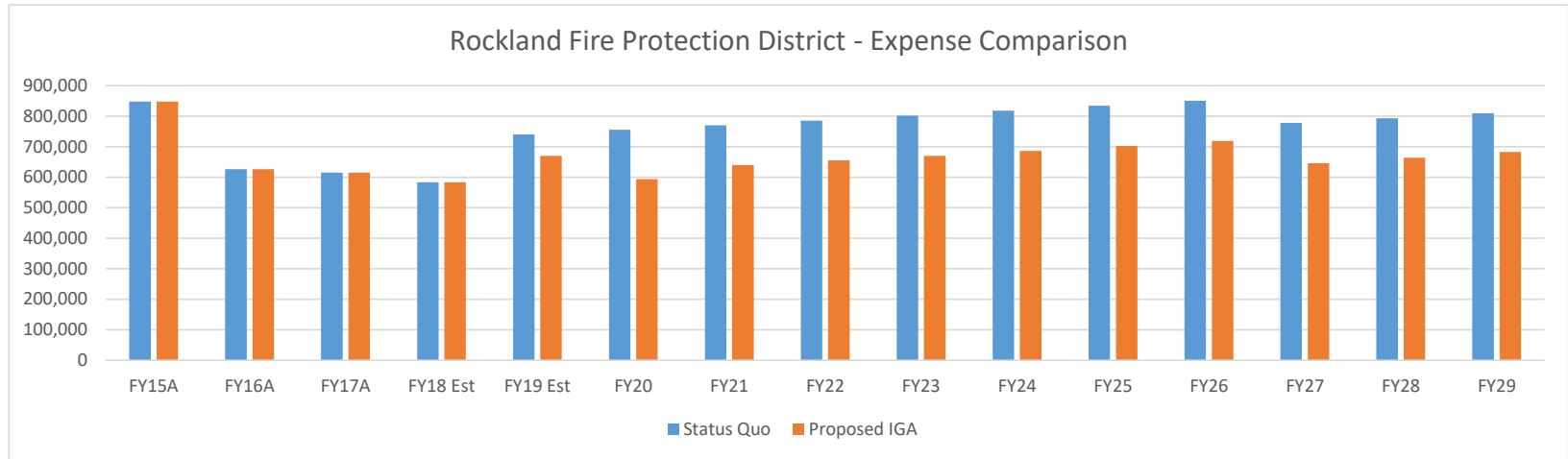
Project:
Skopis Residence
Detached Garage
370 Ahwanhee Lane
Lake Forest, IL

Sheet Title:
Floor Plans, Elevations
Section
General notes

Design By:	Drawn By:	Approved By:
A.S.	K.A.	R.M.
Scale:	Date:	Project No:
1/4"=1'-0"	2018	18.38

Drawing No:

A001.0



	<u>FY15A</u>	<u>FY16A</u>	<u>FY17A</u>	<u>FY18 Est</u>	<u>FY19 Est</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>
Status Quo	847,885	626,077	615,073	583,789	740,450	755,259	770,364	785,771	801,487	817,517	833,867	850,544	777,555	793,106	808,968
Proposed IGA	847,885	626,077	615,073	583,789	669,975	594,000	640,000	654,880	670,206	685,993	702,252	719,000	646,250	664,017	682,318
Cumulative Savings					70,475	231,734	362,098	492,990	624,270	755,794	887,409	1,018,953	1,150,258	1,279,347	1,405,998

Notes:

Status Quo FY19 Estimate - Rockland Fire Protection District approved FY19 Budget

Proposed IGA FY19 Estimate - 50% of budget; proposed 6-month IGA effective 10/1/18; full year's budget for Trustee Compensation and Note Payment

Status Quo FY20-FY29 - 2% annual increase over FY19 budget; \$90k reduction in FY27 due to loan paid off

Proposed IGA FY20-29 - As proposed for FY20 and FY21; 3% increase annual assumed for FY22-29

**ROCKLAND FIRE PROTECTION DISTRICT – VILLAGE OF LIBERTYVILLE –
CITY OF LAKE FOREST - LIBERTYVILLE FIRE PROTECTION DISTRICT
FIRE AND AMBULANCE SERVICE INTERGOVERNMENTAL AGREEMENT**

This agreement ("Agreement") is entered into the ____ day of _____, 2018 by and between the Rockland Fire Protection District, a unit of local government in Lake County, Illinois (the "District"), the Village of Libertyville, a municipal corporation in Lake County, Illinois (the "Village"), The City of Lake Forest, a home rule municipal corporation in Lake County, Illinois (the "City"), and the Libertyville Fire Protection District, a unit of local government in Lake County, Illinois (the "LFPD").

WITNESSETH:

WHEREAS, the District is organized and operates pursuant to the laws of the State of Illinois, including but not limited to the Fire Protection District Act (the "Act," 70 ILCS 705/0.01 *et seq.*); and

WHEREAS, Section 6(a) of the Act (70 ILCS 705/6(a)) provides that the District's Board of Trustees ("District Board") is the corporate authority for the District; and

WHEREAS, Section 6(i) of the Act (70 ILCS 705/6(i)) provides that the District Board has full power to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the District Board for carrying into effect the objects for which the District was formed; and

WHEREAS, Section 11 of the Act (70 ILCS 705/11) provides that the District Board has the power and it is its legal duty and obligation to provide as nearly adequate protection from fire for all persons and property within the District as possible and to prescribe necessary regulations for the prevention and control of fire therein; and

WHEREAS, Section 11 of the Act (70 ILCS 705/11) further provides that the District may provide and maintain life-saving and rescue equipment, services and facilities, including an emergency ambulance service, and has the power to adopt and enforce fire prevention codes and standards parallel to national standards; and

WHEREAS, Section 11a of the Act (70 ILCS 705/11a) provides that the District Board may contract with any city, village, incorporated town, or organized fire protection district lying adjacent to the District for fire protection service; and

WHEREAS, the District is authorized to provide and provides fire and emergency ambulance services to residents and properties within the District (70 ILCS 705/22); and

WHEREAS, Section 22 of the Act (70 ILCS 705/22) further provides that the District Board may contract with providers of ambulance service or combine with other units of governments for the purpose of providing ambulance service; and

WHEREAS, pursuant to an intergovernmental agreement between the Village and the District, the Village currently provides emergency ambulance services to the District; and

WHEREAS, the Village and the City are organized and operate pursuant to the laws of the State of Illinois, including but not limited to the Illinois Municipal Code (the “Code,” 65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, the City is a home rule municipality under Article VII, Section 6(a) of the Illinois Constitution and, pursuant to Section 3 of the Intergovernmental Cooperation Act, may exercise its home rule powers, privileges, functions and authority jointly with other units of government; and

WHEREAS, Section 11-6-1 of the Code (65 ILCS 5/11-6-1) provides that the Village and the City may provide and operate fire stations, and all material and equipment that is needed for the prevention and extinguishment of fires, and may enter into contracts or agreements with other municipalities and fire protection districts for mutual aid consisting of furnishing equipment and staffing from and to such other municipalities and fire protection districts; and

WHEREAS, the Village and the City are authorized and respectively provide fire and emergency ambulance services to residents and properties within their respective corporate boundaries, as well as to properties beyond their corporate limits by contract and agreement; (*See, inter alia*, 65 ILCS 5/11-6-2; 65 ILCS 5/11-5-7, and 65 ILCS 5/11-5-7.2); and

WHEREAS, LFPD is organized and operates pursuant to the laws of the State of Illinois, including but not limited to the Act, and its Board of Trustees (the “LFPD Board”) is the corporate authority for the LFPD; and

WHEREAS, Section 6(i) of the Act (70 ILCS 705/6(i)) provides that the LFPD Board has full power to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the LFPD Board for carrying into effect the objects for which the LFPD was formed; and

WHEREAS, pursuant to an intergovernmental agreement between the Village and LFPD, the Village provides certain ambulance services from a station owned by the LFPD and located on Atkinson Road (the “LFPD Station”); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government “to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance”; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/3, provides that any power or powers, privilege, or authority exercised or which may be exercised by public agency may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the District, the Village, the City, and LFPD are units of local government and public agencies as defined by the Illinois Constitution and statute; and

WHEREAS, the District is interested in obtaining fire and ambulance services from the Village and the City; and

WHEREAS, the Village and the City are amenable to providing fire and ambulance services to the District; and

WHEREAS, the corporate authorities of the District, the Village, the City, and LFPD, having studied the matter and on advice of staff, find and determine that Village and City's provision of fire and ambulance services to the District as further set forth in this Agreement is in the best interest of the residents and businesses of the District, Village, City and LFPD for the duration of this Agreement or until notice is given by one party to the others under terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the District, Village, the City, and LFPD, the parties do hereby agree as follows.

1. Incorporation of Recitals. The above captioned recitals are incorporated herein as if written in full.
2. Term of Agreement. Subject to the terms of Paragraph 12, this Agreement will be for the term of twenty (20) years, commencing October 1, 2018, and ending at midnight on September 30, , 2038.
3. Village and City Services provided to the District. The Village and the City will provide qualified personnel and equipment to provide fire and emergency ambulance services (as more specifically set forth in Attachment 2, attached hereto and incorporated herein) to residents and properties within their assigned sectors of the District as more fully set forth in Paragraph 14 of this Agreement. The Village and the City will, to the best of their ability and as reasonably and operationally practicable, provide such services on the same basis as each provides these services to residents and properties within their corporate limits, consistent with statutory and regulatory guidelines (hereinafter, the "Fire and Ambulance Services"). The Village and the City shall participate in such mutual-aid and auto-aid back up programs as each deems appropriate from time-to-time for service to residents and properties within their respective sectors of the District's territory.
4. Village and City Compensation from the District for Fire and Ambulance Services Provided.
 - a. Payments.

For Fire and Ambulance Services provided by the Village and the City to the District in all areas to be known as D-46 and D-42 (as reflected in Attachment 1, which is attached hereto and made a part hereof), during the period of October 1, 2018 through September 30, 2038, the District shall compensate the City and the Village with an "Annual Service Fee" per the following schedule:

1. October 1 2018 to April 30, 2019 - \$262,500 (prorated 7/12 of \$450,000)
2. May 1, 2019 to April 30, 2020 - \$450,000
3. May 1, 2020 to April 30, 2021 - \$496,000
4. Every May 1, to April 30, through the end of the Agreement payments will increase as detailed in this agreement.
5. Final payment for May 1, 2038 to September 30, 2038 to be prorated

The District will pay the Annual Service Fee in equal quarterly installments on each October 1, January 1, April 1, and July 1 for each year of the Agreement with the first quarterly payment of \$65,625 due October 1, 2018. The District will remit full quarterly installment to the City. The City will remit to the Village its share of each payment received from the District pursuant to Paragraph 4, within thirty (30) days of such payments being received by the City.

b. Payment Formula for Fee Increases.

The Annual Service Fee shall increase in accordance with the following formula:

Starting May 1, 2021 and continuing every May 1 thereafter, the Annual Service Fee to be paid by the District shall increase based on the change in the Consumer Price Index ("CPI") as defined in the Property Tax Extension Limitation Law (35 ILCS 200/18-185); provided, however, that the Annual Service Fee will not increase by more than the CPI or 4%, whichever is less. If, however, the tax cap CPI for the prior fiscal year is below 2.0%, the District agrees to increase the payment at a rate which is equal to one-half the difference between the CPI and the average Fire Department budget increase rate of the Village and City. (Example: CPI = 1.5%; average Fire Department Budgets increase rate = 3.5%; the payment increase rate would be 2.5%). In the event there is a significant increase in the adopted Fire Department Budgets from the previous fiscal year (5% or more), the Village, City and District agree to meet and discuss whether to adjust the year's percentage increase.

c. Reimbursement for Ambulance Transports.

In addition to the Annual Service Fee, and pursuant to regulations promulgated by the Center for Medicare and Medicaid Services of the U.S. Department of Health and Human Services, the Village and the City may bill District residents and persons receiving Village and City ambulance services pursuant to this Agreement. The Village and the City shall retain all proceeds from any reimbursement thus recovered. Reimbursement rates for District residents shall be established jointly by the corporate authorities of the Village and the City, and the reimbursement rate for District residents shall be uniform throughout the District and shall not exceed the reimbursement rate for residents of the Village, the City,

and LFPD. The Village and the City agree to set transport rates for District Residents.

The Village and the City shall provide the District regular and routine reports when requested, but typically not less than a quarterly basis, to the District Board of rates of and amount of reimbursements for ambulance services the Village and the City receive. The Village and the City agree to inform the District of any changes to the reimbursement rates promptly.

d. Allocation of Annual Service Fee between the City and the Village.

The Village and the City hereby agree to equally share the allocation of the Annual Service Fee moneys received from the District (ie: 50/50). The amount of the Village's share of the Annual Service Fee shall hereinafter be referred to as the "Village Allocation"; the amount of the City's share of the Annual Service Fee shall hereinafter be referred to as the "City Allocation."

5. LFPD Compensation from the Village Allocation for Use of LFPD Station. As compensation to LFPD for the Village's use of the LFPD Station in connection with the Village providing Fire and Ambulance Services to the District pursuant to this Agreement, the Village shall remit to LFPD 11.25% of all of the Village Allocation of the Annual Service Fees (the "LFPD Share"). The Village shall remit the LFPD Share within thirty (30) days of the Village's receipt of any payment of the Village Allocation of the Annual Service Fee.

6. Miscellaneous Provisions.

- a. Personnel and Equipment. The Parties agree that Village and City personnel and equipment providing Fire and Ambulance Service to the District pursuant to this Agreement remain, respectively, Village employees and equipment and City employees and equipment.
- b. Insurance. The Village and City shall each maintain commercial general liability insurance, business auto liability insurance for their respective vehicles, and workers' compensation/employer's liability insurance for their respective employees as required by law with respect to the Village and City's provision of Fire and Ambulance Services. Coverages provided through intergovernmental self-insurance pools shall satisfy the requirements of this paragraph.

The Village agrees to add the LFPD as an additional insured under all liability insurance policies covering the Village as such policies relate to the services provided in this contract, including, but not limited to Property Damage, General Liability, and Workers' Compensation.

c. Indemnifications.

- i. The Village shall, to the extent permitted by law, indemnify, hold harmless and defend the District, City and LFPD, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney's fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss

or damage resulting from or connected with the sole negligent or willful acts, errors or omissions of the Village in providing Fire and Ambulance Service under this Agreement.

- ii. The City shall, to the extent permitted by law, indemnify, hold harmless and defend the District, Village and LFPD, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney's fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the sole negligent or willful acts, errors or omissions of the City in providing Fire and Ambulance Service under this Agreement.
- iii. The District shall, to the extent permitted by law, indemnify, hold harmless and defend the Village, City, and LFPD, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney's fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the negligent or willful acts, errors or omissions of the District with respect to its performance of Fire and Ambulance Services regardless of the location where such claims arise.
- iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the District, Village, City and LFPD, including but not limited to the Tort Immunity Act.
- d. The Village and City Fire Chiefs, or their designated representatives, will coordinate the efficient and expeditious provision of Fire and Ambulance Service by the Village and City to the District as circumstances, available resources and competing demands permit. The Village, City and District agree that such coordination may be implemented through the 911 Dispatch System.
- e. Service Control. The Fire Chief or senior ranking Officer from the Village and City shall, upon arriving at the scene in their respective assigned sectors of the District territory, have the responsibility and authority to direct and control resulting fire, hazardous material, rescue, emergency medical or ambulance services to be provided, subject to direction from the regional Emergency Medical System supervisory hospital for ambulance calls.

The Village and City Fire Chiefs, or their designated representatives, will submit regular monthly reports on Services provided for the preceding month to the District Board, and will notify the District Board of any significant or noteworthy Service-related event occurring in the District.

7. Choice of Law and Dispute Resolution. This Agreement shall be construed and interpreted according to the laws of the State of Illinois. In the event a dispute arises between the District and Village or the City and the District regarding Fire and Ambulance Services provided in the assigned sectors of the District territory, the Village and District or the City and the District agree to pursue non-binding mediation in an effort to resolve the dispute with final jurisdiction agreed to lie with a court having competent jurisdiction in Lake County, Illinois.

8. Approval. The District, the Village, the City and LFPD shall take such steps as are necessary under the law to approve, and to authorize the execution and delivery of this Agreement.
9. Complete Agreement and Amendment. This Agreement memorializes the full and complete understanding of the District, the Village, the City and LFPD. This Agreement may be amended at any time by the mutual consent of the parties hereto, expressed in a written instrument executed and delivered with the same formality with which this instrument was executed and delivered
10. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the effect or force of law, such decision shall not affect the validity of the remaining portions or the Agreement
11. Notice. All notices provided for in this Agreement shall be in writing and may be given by personal delivery, recognized overnight delivery service (deemed delivered the next business day), facsimile (deemed delivered when received per fax receipt) or by certified or registered mail, return receipt requested, postage prepaid (deemed delivered two days after deposited in the United States Mail). Notices shall be addressed as follows:

If to the Rockland Fire Protection District:

Rockland Fire Protection District
Attn: Board President
14 Skokie Highway
Lake Bluff, IL 60044
Phone: 847-234-0219

If to the Village of Libertyville:

Village of Libertyville
Attn: Village Administrator
118 W. Cook
Libertyville, IL 60048
Phone: 847-362-2430

With a copy to:

Brian O'Connor, Esq.
Ottosen Britz, Ltd.
303 N. Main Street
Elburn, Illinois 60119
Phone: 630-365-6441
Facsimile No. 630-365-6451

If to the Libertyville Fire Protection District:

Libertyville Fire Protection District
Attn: Board President
1551 North Milwaukee Ave.
Libertyville, IL 60048

If to the City of Lake Forest

City of Lake Forest
Attn: City Manager
220 East Deerpath
Lake Forest, IL 60045
Phone: 847-234-2600

With a copy to:

Brett Henne
Swanson, Martin & Bell LLP
1860 West Winchester Road, Suite 201
Libertyville, IL

Phone: 847-949-0025
Fax: 847-247-0555

Any party may change the persons and other contact information with respect to such party by notifying the other parties in the manner set forth in this Paragraph.

12. Termination.

a. Continuation Upon Conclusion of Initial Term: Unless this Agreement is terminated as otherwise provided in this Agreement, the Agreement shall be deemed to continue from year-to-year after the initial 20-year term.

b. Termination After the 10th Anniversary of the Agreement: Any party may terminate this Agreement for any reason after the 10th anniversary of the Agreement, provided that the terminating party gives written notice as further provided in this Agreement to the other parties not less than two (2) years prior to the date when termination would take effect.

c. Termination for Cause. Any party may terminate this Agreement for just cause (except for nonpayment which is subject to the termination provision set forth in paragraph d below), provided that the terminating party gives written notice as further provided in this Agreement to the other parties not less than two (2) years prior to the date when termination would take effect.

d. Termination for Nonpayment: The Village or the City may terminate this Agreement for nonpayment if any quarterly installment of the Annual Service Fee remains unpaid for a period of sixty (60) days after the Village or the City has notified the District of the default in payment. In the event of such termination for non-payment, the District shall pay a penalty to the Village and City equal to six (6) months payment at the then current Annual Service Fee.

13. Assistance with Liquidation and Building:

The Village and the City agree to provide technical and professional assistance in the liquidation of District assets as may be required. The Village and the City will make available one Fire Chief and required personnel to work with the District in the liquidation of assets as may be required.

The Village and the District request right of first refusal on all assets to be disposed of. Any transfer or disposition of District assets will be in accordance with applicable state law.

14. Authority:

The Fire Chief of the City's Fire Department or such Chief's designee shall have the sole exclusive right and responsibility to prescribe the manner of giving the alarm for fire or other emergency in the sector of the District's territory designated D-42 (as reflected in Attachment 1), and shall further have the sole and exclusive authority and responsibility to direct and control any and all Fire and Ambulance Services (including firefighting, EMS and fire protection and prevention operations) carried on within D-42.

The Fire Chief of the Village's Fire Department or such Chief's designee shall have the sole exclusive right and responsibility to prescribe the manner of giving the alarm for fire or other emergency in the sector of the District's territory designated D-46 (as reflected in Attachment 1), and shall further have the sole and exclusive authority and responsibility to direct and control any

and all Fire and Ambulance Services (including firefighting, EMS and fire protection and prevention operations) carried on within D-46.

15. Attachments:

- Attachment 1, Map of Jurisdiction defining the sectors for the Village and City coverage areas within the District territory
- Attachment 2, Fire, Ambulance, Bureau and other services provided through this IGA by the Village and the City.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives and caused their respective corporate seals to be affixed hereunto.

For the Rockland Fire Protection District

For the Village of Libertyville

By: _____
President, Board of Trustees

By: _____
Village President

Attest: _____
Secretary, Board of Trustees

Attest: _____
Village Clerk

For the Libertyville Fire Protection District

For the City of Lake Forest

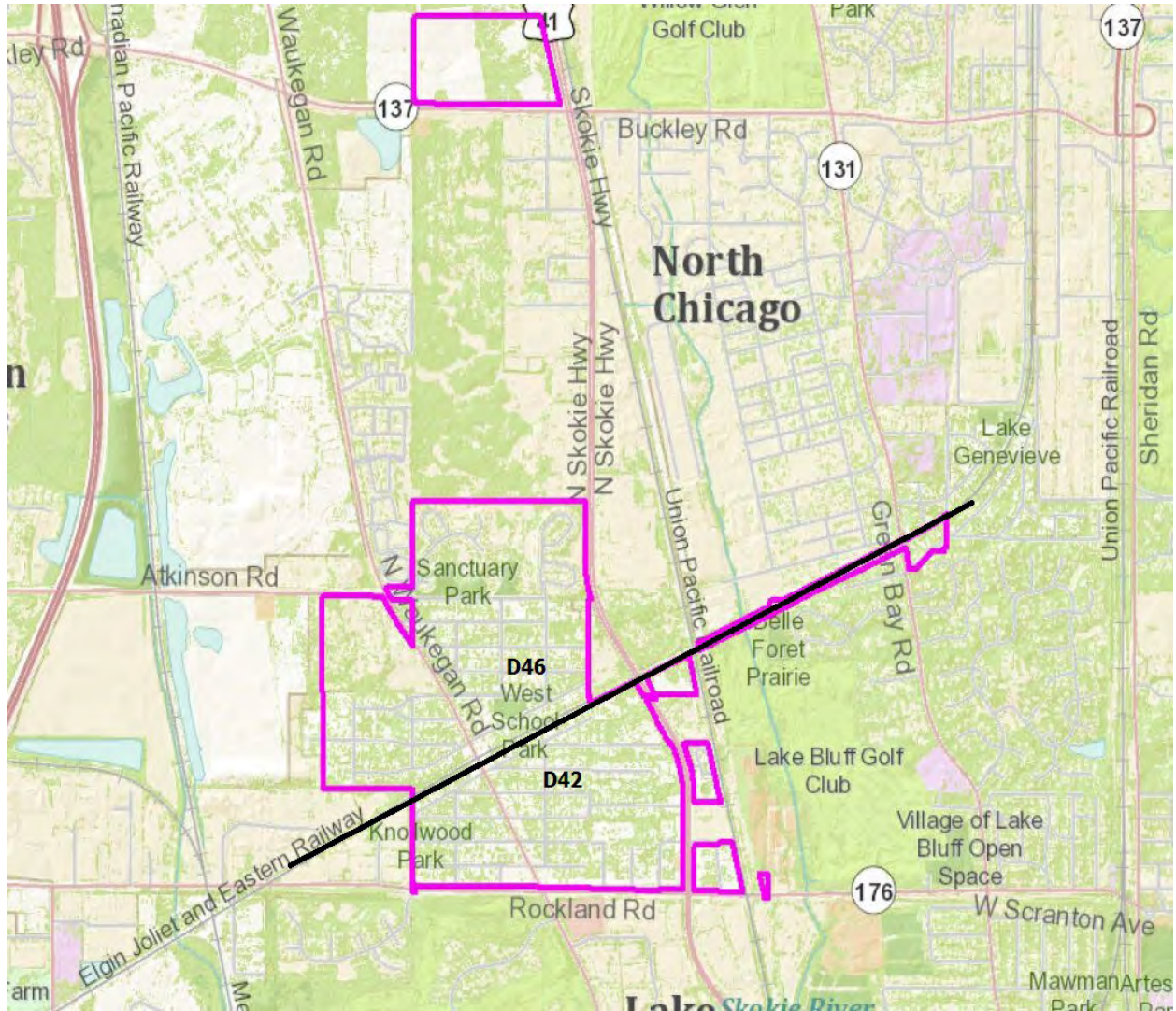
By: _____
President, Board of Trustees

By: _____
Mayor

Attest: _____
Secretary, Board of Trustees

Attest: _____
City Clerk

**Attachment 1
Response Districts**



Attachment 2

Fire Services:

- Dispatch Services
- Residential and Commercial Structure Fire Response
- Carbon Monoxide Responses
- Vehicle Fire Responses
- Wires down Responses
- Smoke detector installation or assist
- Rubbish, Grass, Trash, and all other type Fire Responses
- Fire Alarm Responses
- Elevator Rescue/Alarm Responses
- Smoke Investigation Responses
- Hazardous Material Responses Technician Level
- Confined Space Rescue Responses Technician Level
- High Angle Rescue Responses Technician Level
- Trench Rescue Responses Technician Level
- Dive Rescue Responses Technician Level
- Swift Water Responses Technician Level
- Ice Dive Responses Technician Level
- Wildland Fire Responses Technician Level
- General Public Assist requests

Emergency Medical Services:

- Advanced Life Support Ambulance Service - Paramedics (Highest Level)
- Motor Vehicle Accident Responses - With Extrication
- Active Shooter Response
- Special Event Coverage

Fire Prevention Bureau Services:

- Fire Investigation
- Fire Inspection and Re-inspection of commercial and multi-family occupancies
- Plan Review services (Life Safety, Fire Alarm, and Sprinkler)
- Code enforcement
- Occupancy Inspections
- Work with Lake County Building Department to enforce local building codes.
- Public Education:
 - Schools "Risk Watch"
 - Senior Living Facilities "Remembering When"
 - Fire Extinguisher Training
 - Severe Weather planning

Miscellaneous:

- Administrative Contacts for RFPD for service questions (Chief and Deputy Chief)
- Chief Attendance at Rockland Fire Protection District Meetings
- Monthly Activity Report
- Annual Fire Department Budget Presentation
- All Hazards Emergency Management Services as may be needed / Liaison with Lake County Emergency Management Agency
- Special Event planning as may be needed.

4822-2624-3953, v. 1

THE CITY OF LAKE FOREST

Principles, Conduct and Procedures for Meetings and Activities of the Members of the Lake Forest City Council and Staff

August 22, 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 are expected to be independent, impartial and fair in their judgment and actions.
- 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 in that regard.
- 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 AND RESPONSIBILITIES TO CITY STAFF

- Responsiveness to citizenry
- Respect for persons in elective and appointed office
- Availability to discuss issues with respect to input and dialogue
- Clear direction of objectives and priorities
- Honesty in handling of public resources
- Honest feedback on policy decisions and administration
- Adherence to Council policy direction
- Service delivery in the most effective and efficient manner
- Up-to-date information to avoid “surprises”
- Creativity in finding solutions
- Adherence to the established Core Values of Respect, Integrity, Excellence, Honesty, Empathy and Trust
- Necessary resources to complete tasks
- Adequate preparation for City Council meetings
- Safe work environment that encourages productivity and creativity and is free of harassment, intimidation or retribution
- Fair compensation and recognition of performance

CITY STAFF EXPECTATIONS OF AND RESPONSIBILITIES TO CITY COUNCIL MEMBERS

- Exhibit respect for administrative and legal processes

- Understand, appreciate and respect the past vision, goals, City policies and plans for the community
- Respect the vision, goals and plans associated with that vision
- Show mutual respect for City Staff members and their professionalism, other City Council members and the public
- Civility in all public discourse, both to and from City Council members, City Staff, and the public, and show zero tolerance for abusive conduct or personal attacks upon the character or motives of public officials, City Staff or members of the public
- Honesty and integrity in interaction with City Staff and the public
- Avoid micromanagement
- Unbiased administration of policy decisions and adherence to established policies
- Options and solutions for solving difficult problems
- Creativity for constant improvement and maintaining best practices for service delivery
- Preparation, engagement and knowledgeable of the issues before the City Council
- Up-to-date information to avoid “surprises”
- Attention to detail

CITY COUNCIL MEMBERS’ AND CITY STAFF RESPONSIBILITIES TO THE PUBLIC

- 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
- Every member of the public should be accorded dignity both in public and private discourse related to City business
- Every member of the public deserves to have his or her concerns replied to by their City government

- Every member of the public has the right to expect his or her taxpayer dollars to be spent fairly, judiciously and only for the improvement of the civic welfare of the community following due public deliberations
- Every member of the public should expect his or her 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 when ½ of the Aldermen have voted in favor of an ordinance, resolution or motion even though there is no tie, or when 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 majority vote of all Aldermen holding office in accordance with the City Charter and City Code.

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. **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.

c. **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.

d. **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.

e. **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.

f. **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.

g. **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. Agenda Items or New 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 should first be presented at a regular City Council meeting under "Comments from Council Members" following written notification to the Mayor and City Manager.

- Aldermen should contact the Mayor first to seek approval to discuss a topic at a future City Council meeting under "Comments from City Council Members" agenda item.
- When an Alderman raises a topic at the City Council meeting, the Mayor may choose to discuss it and general next steps or just acknowledge the request and take it under advisement for a future agenda item.
- There is no need to create a process for how an agenda item is added to an agenda for a City Council meeting, as it is at the discretion of the Mayor.

d. 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.

e. 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.

f. 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

g. 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.

h. 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, and in accordance with any applicable rules on public comment established by the City Council. 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 are 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, unless waived by the City Council. Individual comments will be limited to one opportunity per person and to not more than three minutes. The Mayor may also request that speakers not repeat or reiterate what a previous speaker said.

4) Decorum:

Speakers are asked to refrain from belligerent, threatening, disparaging, or otherwise uncivil comments. 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 by a speaker should 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 to the City Council or unless the matter before the City Board or Commission relates to the City Council member's property or business. This type of activity can serve to preempt, 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:**

City Council members should avoid situations that could give rise to claims of partiality, or would otherwise mitigate the position of the City.

City Council members are discouraged from engaging in communications outside of a public meeting on matters currently before the City Council or City Boards and Commissions, and should disclose any such communications to the City Manager or Mayor. The City Council should be mindful of its Core Values and rights of due process.

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's Principles, Conduct and Procedures for Meetings and Activities of the Members of the Lake Forest City Council and Staff shall be reviewed by the City Council on an annual basis.

This document is intended to serve as a set of guiding principles and recommended procedures for City Council meetings and legislative functions. Nothing in this document is intended to create a legal entitlement for City Staff or enforceable performance standards beyond what already exists in the City's Employee Handbook and individual department work rules. The City Council and Mayor are responsible for determining how best to interpret and implement these Protocols, which can be modified at any time without advance notice.

RESOLUTION NO. _____

A Resolution Adopting Principles, Conduct, and Procedures for Meetings and Activities of the Members of the Lake Forest City Council and Staff and Updating Rules Concerning Public Comment and Participation at Meetings

WHEREAS, The City of Lake Forest ("**City**") is an Illinois home-rule municipality located in Lake County, Illinois; and

WHEREAS, the Corporate Authorities for the City have extensively discussed and considered establishing certain principles, conduct, and procedures for meetings and activities of the members of the Lake Forest City Council and staff ("**Protocols**"); and

WHEREAS, the Illinois Open Meetings Act authorizes public bodies to adopt rules regarding public comment, and pursuant to that authority, the City Council previously adopted Resolution 2011 approving rules concerning public comment and participation ("**2011 Public Comment Rules**"); and

WHEREAS, in connection with its discussion of the Protocols, the City Council determined that the 2011 Public Comment Rules required certain changes to be consistent with the Protocols, as well as recent court decisions and Attorney General opinions interpreting the Open Meetings Act; and

WHEREAS, the Corporate Authorities for the City have determined that it is in the best interests of the City to adopt the Protocols, as attached to this Resolution as Exhibit A, as well as to update the 2011 Public Comment Rules with the revised rules attached to this Resolution as Exhibit B.

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: The recitals set forth above are hereby incorporated into this Section 1.

SECTION 2: The Mayor and City Council for the City hereby adopt the "Principles, Conduct, and Procedures for Meetings and Activities of the Members of the Lake Forest City Council" in the form attached as Exhibit A to this Resolution.

SECTION 3: The Mayor and City Council for the City hereby amend in its entirety Resolution No. 2011 to replace the 2011 Public Comment Rules with the updated "Rules Concerning Public Comment and Participation" attached as Exhibit B to this Resolution.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS _____ DAY OF _____, 2018

AYES

NAYS

ABSENT

APPROVED THIS ____ DAY OF _____, 2018

MAYOR

ATTEST:

City Clerk

4848-1971-1085, v. 3

EXHIBIT A

Principles, Conduct, and Procedures for Meetings and Activities of the Members of the Lake Forest City Council and Staff

EXHIBIT B

THE CITY OF LAKE FOREST

RULES CONCERNING PUBLIC COMMENT AND PARTICIPATION

A. AUTHORITY AND APPLICATION: These rules concerning public comment and participation ("*Rules*") apply to all public bodies in the City ("*Public Bodies*"), except that, if a Public Body adopts, or has adopted a more specific protocol or procedure that provides additional opportunities for public comment and participation, the more specific protocol or procedure shall govern and control. The Mayor or Chairperson of the Public Body ("*Presiding Officer*") may designate additional time for public comment at a meeting as provided in these Rules, subject to the approval of the Aldermen or Members of the Public Body ("*Members*").

B. PUBLIC COMMENT AND PARTICIPATION:

1. Rules Governing Public Comment Time.

- a. The agenda of every regular and special meeting of all Public Bodies shall include a reservation of time near the beginning of the meeting for public comment ("*Public Comment Time*").
- b. Subject to Rule B.1.d, the Presiding Officer shall recognize and allow to speak any person desiring to speak during Public Comment Time.
- c. Public Comment Time is in addition to, and does not replace, the opportunity for the public to speak during any duly convened public hearing conducted by the Public Body.
- d. If a person desires to speak during Public Comment Time about a matter that is the subject of a specific agenda item at the same meeting, and public comment will be allowed during that agenda item whether by designation of the Presiding Officer or in the course of a duly convened public hearing, the Presiding Officer may require that person to speak about the matter during the agenda item instead of during Public Comment Time. If no public comment will be allowed during the specific agenda item, then the person will be allowed to speak about the matter during Public Comment Time.
- e. The total amount of time allocated for Public Comment Time at any meeting shall not exceed 15 minutes, unless determined otherwise by the Presiding Officer. Speakers shall be entitled to address the Public Body on a first-recognized, first-served basis; provided, however, that a speaker may, in advance of a public meeting, request in writing to the Presiding Officer of a Public Body the opportunity to speak at such meeting. In the event that all persons desiring to speak during the Public Comment Time are not able to do so within the time limit allowed, the Presiding Officer shall have the option (but not the obligation) of extending the time allocated for Public Comment Time, either at the point designated

on the agenda, or at such later point on the agenda, or as the Public Body may otherwise determine.

- f. No person shall speak during the Public Comment Time for more than ~~four~~ three minutes, unless the Presiding Officer designates a longer or shorter time period. Generally, the longer or shorter time period will apply to all persons participating in the Public Comment Time at the same meeting.

2. Rules Governing All Public Comment:

- a. Each speaker must state his or her name and address in a clear manner so that it can be recorded in the minutes of the meeting. When a location has been designated in the meeting room for speakers to address the Public Body, the speaker must address the Public Body from that location unless the Presiding Officer otherwise allows.
- b. If a speaker is representing, or speaking on behalf of, an individual, group, or association, the speaker must state the nature of that representation.
- c. For speakers desiring to use audio or visual equipment in connection with a presentation, arrangements for such use must be made with the City in advance of the meeting.
- d. In the interest of promoting the efficient conduct of public business, speakers should refrain from repeating their own testimony and comments, and should refrain from repeating testimony and comments that have previously been provided to the Public Body by other individuals.
- e. Speaker time limits may be enforced by the Presiding Officer.
- f. No person may be discourteous, belligerent, impertinent, threatening, disparaging, or otherwise uncivil. The Presiding Officer may limit the comments of any person who engages in this conduct. No person may continue to speak after the Presiding Officer has taken the floor from that person. Public comments should be directed to matters within the purview of the Public Body.
- g. Although the Public Comment Time may be used to address questions to the Public Body, a speaker is not entitled to a response to any such question during the Public Comment Time.
- h. All questions or statements from the floor must be directed to the Presiding Officer and the Members. All others will be ruled out of order.
- i. The Presiding Officer shall have the right to interrupt a speaker in order to enforce these Rules or other applicable rules, including parliamentary rules as determined by the Presiding Officer.

3. Interruptions and Other Disturbances: No person shall interrupt the proceedings of a Public Body or cause any other form of disturbance or disruption.
4. Enforcement: Any person violating the standards of process and decorum set forth in these Rules may be evicted from the premises of the meeting at the order of the Presiding Officer or a majority of the Members, or be subject to other action as deemed necessary by the Presiding Officer and Members.
5. Written submissions. Any person shall have the right at any time to provide written comments to any Public Body or any other City official by addressing those comments to: The City of Lake Forest, do City Manager, 220 East Deerpath, Lake Forest IL 60045, and delivering the comments via any of the following methods:
 - i. by personal delivery at the front desk of the City Hall between 8:00 a.m. and 4:30 p.m. Monday through Friday;
 - ii. by mail, courier, or any similar delivery service;
 - iii. by facsimile to (847) 615-4289, or
 - iv. by email to cityhall@cityoflakeforest.com.
6. Publication. These Rules will be made available for public inspection at the front desk of the City Hall between 8:00 a.m. and 4:30 p.m. Monday through Friday.