

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**

Monday, October 1, 2018, 6:30pm
City Hall Council Chambers
220 E. Deerpath, Lake Forest

Honorable Mayor, Robert Lansing

Prudence R. Beidler, Alderman First Ward
James E. Morris, Alderman First Ward
Timothy Newman, Alderman Second Ward
Melanie Rummel, Alderman Second Ward

Jack Reisenberg, Alderman Third Ward
James Preschlack, Alderman Third Ward
Michelle Moreno, Alderman Fourth Ward
Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30p.m.

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Parks and Recreation employee Teri Laurila

A copy of the Resolution can be found beginning on **page 17**

COUNCIL ACTION: Approval of the Resolution

B. Swear in Police Officers Tyler Saige and Matthew Allen

C. Consideration of Approval of a Contribution Agreement with Lake County Partners Regarding the Establishment of a Pilot Program and Installation of a Universal Crossover on the Metra Milwaukee District North Line (MD-N)

PRESENTED BY: *Mayor Robert Lansing*

STAFF CONTACT: *Robert Kiely, City Manager, 847-810-3675*

PURPOSE AND ACTION REQUESTED: Since the introduction of the Sunrise Express reverse commuter rail service on the Metra Union Pacific North Line in April 2004, the City has been exploring opportunities to improve commuter service on the Metra Milwaukee District North Line. Currently, there is no southbound rail service from the Telegraph Rd. station to the City of Chicago between the hours of 4:47pm and 7:43pm. This has been problematic for Lake Forest residents and corporate businesses located in Conway Office Park and surrounding area. The installation of a universal crossover north of the Telegraph Road Station will allow northbound Metra trains to “turn” and fill the afternoon Lake Forest to Chicago service gap.

BACKGROUND/DISCUSSION: The Metra Milwaukee District North Line ("MD-N") has not been satisfactory for residents going to Chicago for evening events, nor for employees working at the various corporate offices in and around Lake Forest due to a gap in southbound service to Chicago between the hours of 4:47pm and 7:43pm. Employees are either bused to downtown Lake Forest so they can take the Metra Union Pacific North Line ("UPN") or are bused to the Deerfield MD-N station. There is currently a universal crossover located north of the Deerfield station which enables northbound trains to "turn" and provide southbound service in a timely fashion.

At the May 7 City Council meeting, Mayor Lansing reported that Lake County Partners, County of Lake and the City of Lake Forest were holding meetings with representatives of Metra and the major corporate employers in the area to discuss system improvements that would better serve local communities and employers in Lake County and provide enhanced public transportation options. On June 18, the City Council approved a joint resolution regarding the enhancement of commuter rail service in Lake County. This resolution was also approved by Lake County Partners and the County of Lake.

During recent conversations with Metra officials, they emphasized the operational and financial benefits of a universal crossover, which was included in their May 18, 2018 letter to IDOT and WisDOT. Representatives from many of the major corporations in the area have continued to meet with Metra and Lake County Partners officials to explore the installation of a universal crossover as well as potential adjustments to the existing train schedule on the line. The proposed project would involve the creation of a public-private partnership to raise approximately \$4.7 million in funding for the universal crossover. This partnership would include Metra, IDOT, Canadian Pacific, the City, Lake County, Lake County Partners and multiple employers and neighboring communities within a five mile radius of the Telegraph Road Station.

In the course of these discussions, the consensus of the parties was to move forward immediately with an "Interim Pilot Program" to implement scheduling changes and monitor the impact on ridership to assess the potential increase due to the installation of a universal crossover in Lake Forest. Attached, beginning on **page 18** is a proposed contribution agreement with Lake County Partners by which the City of Lake Forest would contribute up to \$50,000 per year over the next two years to undertake the pilot program. If successful, the City would be asked to contribute up to \$400,000 towards the installation of the universal crossover, which would represent approximately 10% of the total construction cost.

BUDGET/FISCAL IMPACT: Has competitive pricing been obtained for proposed goods/services? **No**

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0D – Sole Source

Administrative Directive 3-5, Section 9.0K – Existing Relationship

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
TBD	NA	\$50,000	N

The funding for this project was not contemplated until after FY19 budget had been prepared. Neither the pilot project nor the construction of a universal crossover will proceed until all the required funding has been secured.

The conceptual allocation of cost is proposed as follows:

Pilot Program – 2 Year Program, \$700,000/year

Metra Share (50%) - \$350,000

Local Public-Private Share (50%) - \$350,000

Universal Crossover - \$4.7 million

Public Share (43%) - \$2.0 million

Private Share (57%) - \$2.7 million

The \$2 million of public funding for the universal crossover is proposed to be split between Metra, IDOT, Canadian Pacific, City of Lake Forest, County of Lake and other local communities. The City would be tentatively committing up to \$500,000 or approximately 10% of the total project cost for the two components. A final funding commitment decision on the universal crossover (\$400,000) would be required following the pilot program period when other public and private parties have pledged their financial commitment and, an IGA with Metra would be entered into. The parties are also exploring the potential for including the funding of the crossover in a future State of Illinois Capital Bill, which is being discussed for calendar 2019.

COUNCIL ACTION: Approval of a Contribution Agreement with Lake County Partners Regarding the Establishment of a Pilot Program and Installation of a Universal Crossover on the Metra Milwaukee District North Line (MD-N) in substantially the form attached hereto

2. COMMENTS BY CITY MANAGER

A. Lake Forest Library Building Update

- Catherine Lemmer, Library Director

3. COMMITTEE REPORTS

PUBLIC WORKS

1. Approval of the Public Works Committee Recommendation of an Agreement for Design & Bidding Assistance and Endorsement of a Design Option, Bidding Process, and Timeline for the Forest Park Bluff Failure Project

PRESENTED BY: *Michael Thomas, Director of Public Works (810-3540) and
Alderman Ray Buschmann, Public Works Committee Chairman*

PURPOSE AND ACTION REQUESTED: The Public Works Committee is recommending City Council approval of an agreement for design and bidding assistance and an endorsement of

the design option, bidding process, and timeline for the Forest Park Bluff Failure Project. The purpose of such approvals is to continue the bidding process, secure a contractor, and address the failed slope with the goal of opening the access road by Memorial Day, 2019.

BACKGROUND/DISCUSSION: At approximately 5:45 p.m. on Wednesday, June 27, staff was notified by both the Police and Fire Departments that a significant bluff failure had occurred adjacent to the North Beach Access Road (NBAR hereafter). Thankfully no one was injured and no private property (e.g. cars) were damaged. The total failure removed an area approximately sixty feet wide from Forest Park's table land down to the roadway below. The failure was due to over saturation from the rains in May and June and a very heavy rainfall the night before.

Staff, engineers from AECOM, local construction personnel, and the Bluff Advisory Committee have been evaluating the various design options since early July. An update from the Bluff Advisory Committee was provided at the September 4, 2018 City Council meeting.

The Public Works Committee met on September 24, 2018 to discuss design options 1A and 3A, different bidding approaches, and various timelines to accomplish the work. Ultimately the Committee recommended City Council have further discussion on which design approach to pursue (1A or 3A), that a competitive bid process be used to secure a grading contractor, and that the project be significantly completed by Memorial Day, 2019. The Committee also recommended approval of a design and bidding services agreement with AECOM.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	9/24/2018	Recommended City Council Further Discuss 1A & 3A, Pursue Competitive Bidding, Complete Project by Memorial Day, 2019. Recommended Approval of AECOM's Design & Bidding Services Agreements
City Council	9/17/2018	Staff Reviewed Each Repair Option and Its Accompanying Timeline
City Council	9/4/2018	Staff Provided Update from Bluff Advisory Committee
Bluff Advisory Committee	8/27/2018	Recommended City Pursue One of Three Repair Options
Bluff Advisory Committee	8/8/2018	Reviewed All Bluff Repair Options
City Council	7/16/2018	Approved Design/Build Approach for Ravine Repairs
City Council	7/2/2018	Staff Updated City Council on Bluff Failure
City Council	3/20/2017	Approval of Forest Park Monitoring Services with AECOM
Public Works Committee	3/15/2017	Recommended Approval of Forest Park Monitoring Services
Finance Committee	3/13/2017	Provided 3/1/2017 Forest Park Bluff Stability Evaluation

BUDGET/FISCAL IMPACT: As was noted at the September 17, 2018 City Council Workshop Meeting, option 1A (bluff re-grading) includes removal of seventeen tableland trees and is estimated to cost approximately \$970,000. Option 3A (re-routing the road) has no loss of tableland trees and is estimated to cost \$1,985,000. Funding for either option would need to come from the City's reserves unless supplemental donations are received.

AECOM's proposal, beginning in **page 24** of the agenda packet, is for design and bidding assistance from September 22 – October 15, and is estimated to cost between \$15,000-\$18,000, depending upon the volume and detail of pre-design work necessary to respond to bidders' questions.

At the October 15, 2018 City Council meeting, staff will request City Council's approval for a final design services from AECOM based upon the option chosen by City Council this evening. Additionally on October 15, staff will recommend City Council award a bid to the lowest, responsible bidder to repair the bluff.

This, the final design expense, and the construction cost are all non-budgeted items and would therefore require a supplemental appropriation at the end of FY 2019 if needed.

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)

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund Fund Balance Reserves	\$0	\$18,000	N

COUNCIL ACTION: Approval of the Public Works Committee Recommendation of an Agreement for Design & Bidding Assistance and Endorsement of a Design Option, Bidding Process, and Timeline for the Forest Park Bluff Failure Project as follows:

1. Direct staff to pursue repair of the bluff per design option _____.
2. Direct staff to seek sealed construction bids based upon design option _____.
3. Direct staff to work with AECOM and the construction contractor to substantially complete the project by Memorial Day, 2019.
4. Per Section 9.0A of the City's Purchasing Directive (Specially Authorized Waiver) approve an agreement with AECOM in the amount not to exceed \$18,000 for design and bidding assistance.

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the September 4, 2018 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 26**

COUNCIL ACTION: Approval of the September 4, 2018 City Council Meeting Minutes.

2. Approval of the September 17, 2018 City Council Workshop Meeting Minutes

A copy of the minutes can be found beginning on **page 34**

COUNCIL ACTION: Approval of the September 17, 2018 City Council Workshop Meeting Minutes.

3. Approval of the Check Register for Period of August 25 – September 21, 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 August 25 - September 21, 2018

	Fund	Invoice	Payroll	Total
101	General	435,255	1,164,409	1,599,664
501	Water & Sewer	88,761	137,473	226,234
220	Parks & Recreation	171,493	328,625	500,118
311	Capital Improvements	668,924	0	668,924
202	Motor Fuel Tax	0	0	0
230	Cemetery	60,745	21,596	82,341
210	Senior Resources	13,326	20,611	33,938
510	Deerpath Golf Course	14,836	2,068	16,904
601	Fleet	108,758	38,026	146,784
416 - 433	Debt Funds	0	0	0
248	Housing Trust	0	0	0
201	Park & Public Land	0	0	0
	All other Funds	533,150	126,463	659,614
		\$2,095,248	\$1,839,272	\$3,934,519

The "All Other Funds" category includes a \$287,500 payment to Kelmscott Park Realty associated with the TIF Redevelopment Agreement as well as nearly \$100,000 in payments associated with water and sanitary sewer capital improvements, including the water treatment plant.

COUNCIL ACTION: Approval of the Check Register for period of August 25 – September 21, 2018

4. Award of a One-Year Contract Renewal with InterDev for Information Technology Support

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council award a one year contract renewal for Information Technology (IT) professional services for supplemental IT support including public safety technology initiatives, extending an agreement with InterDev that will expire December 8, 2018.

BACKGROUND/DISCUSSION: Since 2011, the City has contracted with ClientFirst Technology Consulting to provide enhanced IT support services and supplemental strategic planning. In early 2012, a written assessment of the IT support needs required of public safety was provided to the City. The assessment determined that due to the downsizing of the IT division and increasing complexity of public safety technology, the police and fire departments required technical support beyond the capacity of existing IT resources. In July 2012, the City Council authorized a contract to provide supplemental IT support specializing in public safety technical knowledge. On August 4, 2014, in conjunction with the move to centralized public safety dispatching, the City Council approved an agreement with InterDev LLC to provide public safety IT support for one year. It was subsequently renewed by City Council on September 21, 2015.

On June 13, 2016 the City issued a Request for Proposals (RFP) for services inclusive of all current ongoing contractual IT services - general IT support, IT support specializing in public safety, and strategic planning consultation. On July 1, 2016 nine (9) proposals were received.

A City selection committee comprised of representatives from Finance/IT, Fire, and Police departments interviewed five (5) consulting companies on July 27, 2016. Consultants were chosen for interviews based on their proposal costs, technical qualifications, completeness of proposal, and municipal and public safety support experience. Based on the interview outcomes, the selection committee narrowed the selection to two finalists for technical services and one for strategic planning. It was determined that recommending a single vendor for IT strategic planning and IT technical services would not be in the best interest of the City as it would not decrease costs or provide additional efficiencies. Staff conducted additional due diligence and negotiations in August through November with the finalists. On December 5, 2016, the City Council approved a one year agreement with InterDev at an hourly rate of \$54.46. This was the lowest hourly rate proposed by any responding vendors. Other proposed rates ranged from \$65-115 per hour.

In 2017, the City Council approved a one-year renewal of the InterDev agreement at a rate of \$58.82 per hour. InterDev has proposed a rate of \$67.57 per hour for an additional one-year renewal effective December 9, 2018. The 14.88% increase is based on the fact that the contract employee assigned to the City was hired at an entry level salary and based on his experience and professional development, now commands a higher salary for retention purposes. The City's Finance/IT, Police and Fire department personnel have all expressed a very high satisfaction with the current assigned employee. InterDev has agreed to allow for a re-negotiation of the hourly rate in the event the assigned personnel is changed during the contract term. Finally, it should be noted that the proposed renewal rate is still lower than other rates (\$65-115) proposed during the 2016 RFP process. Staff recommends approval of the proposed hourly rate.

PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
City Council	10/2/17	Approval of a one year agreement with InterDev effective 12/9/17
City Council	12/5/16	Approval of one-year agreement with InterDev effective 12/9/16
Vendor Proposals Submitted	7/1/16	Nine proposals received and reviewed
RFP Issuance	6/13/16	

BUDGET/FISCAL IMPACT:

Has competitive pricing been obtained for proposed services? **Yes.** Competitive pricing was obtained two years ago through an RFP process.

Staff recommends approval of a one-year agreement renewal with InterDev to provide supplemental IT support to leverage knowledge specialized in municipal and public safety technical support. The funds are budgeted in the General Fund:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund – IT Contract Services	\$95,000	\$95,000	Y

COUNCIL ACTION: If appropriate and should the City Council desire, award a one year contract renewal for IT support services to InterDev in an amount not to exceed \$95,000 to support IT and public safety technology initiatives.

5. Approval of a waiver of bid requirements and approve a three (3) year contract with CDWG for the Microsoft enterprise agreement for maintenance and software licensing based on State of Illinois contract #CMS6945110 pricing

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council approval to renew a three-year contract with CDW Government LLC (CDWG) for Microsoft software which includes maintenance services and licensing for all City Microsoft workstation and server operating systems, email system, databases, SharePoint Online and the Office 365 suite.

BACKGROUND/DISCUSSION: In 2015, the City evaluated the long-term costs of multiple offerings of alternative solutions to Microsoft licensing and Cloud hosting systems. On October 15, 2015 City Council approved to move the City's on-premise email system and licensing to the Office 365 suite of services as it was a lower cost over replacing the infrastructure at that time. The contract presented is a renewal of same services.

CDWG was awarded the State of Illinois Master Contract #CMS6945110 as part of the Illinois Department of Central Management Services' joint purchasing program. This contract was awarded to the lowest cost and responsible bidder.

The City is realizing a one percent (1%) increase in cost from the previous contract, approximately \$725 annually.

BUDGET/FISCAL IMPACT: On September 05, 2018, staff received the following contract pricing from CDWG:

Contract	FY2019 Charges	FY2020 Charges	FY2021 Charges
Microsoft Enterprise Thirty-Six (36) Month Agreement Pricing	\$97,857	\$97,857	\$97,857

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

Waiver requested per Administrative Directive 3-5, Section 9.0F – Government Joint Purchase.

These costs are budgeted as follows:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Operating Fund*	\$97,152	\$97,857	Y

* Software licensing costs are allocated to individual departments' cost centers.

COUNCIL ACTION: Approval of a waiver of bid requirements and approve a three (3) year contract with CDWG for the Microsoft enterprise agreement for maintenance and software licensing based on State of Illinois contract #CMS6945110 pricing.

6. Approve purchase of an Arcserve Appliance and Disaster Recovery Solution with one year maintenance necessary to support the City's Enterprise Resource Planning (ERP) Software

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

PURPOSE AND ACTION REQUESTED: Staff requests approval to expend capital funds and purchase the backup hardware necessary to support the City's new BS&A ERP software system.

BACKGROUND/DISCUSSION: The City Council approved the purchase of a new ERP system in December 2017. Part of this project included review of our current infrastructure to determine what additional backup and disaster recovery resources was needed to support the new system. It was determined a new backup and disaster recovery solution was necessary to ensure optimum resiliency and protection of the system.

The City issued a Request for Bids on September 7, 2018 to purchase a new backup and disaster recovery solution. Two vendors responded to the request for bids. The following is a summary of the bid costs to purchase the necessary solution.

BUDGET/FISCAL IMPACT: Staff received the following pricing for this project:

Vendor	Total Amount
CDW	\$56,450.38
Heartland Business Systems	\$52,278.40

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

Below is an estimated summary of the project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Capital	\$ 157,608*	\$52,278.40	Y

* Additional hardware required in amount of \$40,873 has previously been approved from this budget as well.

COUNCIL ACTION: Approve purchase of an Arcserve Appliance and Disaster Recovery Solution with one year maintenance necessary to support the City's Enterprise Resource Planning (ERP) Software

7. Consideration of Ratification of a Resolution of Authorization for an OSLAD Grant Program project at South Park.

STAFF CONTACT: *Chuck Myers, Superintendent of Parks & Forestry (847-810-3565)*

PURPOSE AND ACTION REQUESTED: Staff requests ratification of a Resolution of Authorization for the Open Space Land Acquisition and Development (OSLAD) Grant Program for an improvement project at South Park.

BACKGROUND/DISCUSSION: The Illinois Department of Natural Resources (IDNR) is accepting applications for projects to be included in their OSLAD Grant Program. On June 19, 2017, City Council approved the master plan for South Park, which is meant to guide future decisions on park capital improvements. City staff is preparing an OSLAD grant application that includes a number of improvements to South Park, as identified in the master plan. The IDNR requires that a Resolution of Authorization be included with the application submittal, the deadline for submittal was September 28, 2018 and the mayor has signed the resolution that is provided on **page 36** of your packet to meet that deadline.

South Park is a 12.4 acre park with many amenities in poor condition and no paths within the park. These improvements will replace some of the worst amenities and provide new recreation opportunities. The tennis courts and batting cage will be replaced and a fitness station, basketball court, and bocce court will be added. While the City has a several tennis courts, the ones at South Park are beyond their useful life and nearly unusable. During community input opportunities residents expressed their need for quality tennis courts in the City, specifically citing South Park as a necessary location for improvements. A new path system will connect these amenities to each other, parking, and existing neighborhood sidewalks, making the park accessible for the first time. The addition of park paths is critical to making the park accessible to all visitors and will meet resident demand for additional walking paths throughout the City.

Several trees will be planted within the park and woodland management is planned along the northwest edge of the property to remove invasives trees and reestablish native species.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	06/19/17	Approved Master Plan
Park & Recreation Board	05/16/17	Recommend Approval
Public Meeting	03/15/17	Received feedback on design options
Public Meeting	01/24/17	Neighborhood visioning session

BUDGET/FISCAL IMPACT: This request for approval of the Resolution of Authorization is for the purpose of applying for grant funding only. If the grant is awarded to the City, staff will present the project for full approval at a later date.

Below is an estimated summary of proposed Project budget:

FY2019/FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park and Public Land Fund	\$230,000	Not requested at this time	Y (FY2019)
Special Recreation Fund	\$40,000	Not requested at this time	Y (FY2019)
Operations (Sports Field Improvement Fund)	\$10,000	Not requested at this time	Y (FY2019)

PROSPECTIVE GRANT FUNDING ASSESSMENTS

Estimated Project Cost	Estimate OSLAD Grant Funding 50%	Estimate of Local Share 50%
\$560,000	\$280,000	\$280,000

COUNCIL ACTION: Consideration of Ratification of a Resolution of Authorization for an OSLAD Grant Program project at South Park.

8. Consideration of Ordinances Approving Recommendations 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 recommendations from the Building Review Board are presented to the City Council for consideration as part of the Omnibus Agenda.

480 Ryan Place - The Building Review Board recommended approval of a new single family residence and detached garage on a vacant lot. A neighboring property owner raised a concern about drainage, the Board noted that drainage and grading will be subject to review and approval by the City Engineer. The Preservation Foundation testified in support of the project and offered some suggestions for further refinement to the architectural detailing which the petitioner incorporated into the design. (Board vote: 5-0, approved)

844 Timber Lane - The Building Review Board recommended approval of a second story addition over an existing garage and related alterations to the house. The Preservation Foundation questioned some aspects of the massing and roof forms. The Board observed that limited options are available for expanding the home given its current configuration and concluded, after reviewing the alternate designs and the petitioners' needs, that the project as presented is appropriate. (Board vote: 4-1, approved - the vote in opposition was based on concern about the roof forms)

884 S. Waukegan Road - The Building Review Board recommended approval of the signage and lighting plans for Chase Bank subject to review of an on-site mock up to allow for final refinements of placement and lighting levels. (Board vote: 6-0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 37**. 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 in accordance with the Building Review Board's recommendations.

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

6. ORDINANCES

1. Consideration of an Ordinance Granting the Renewal of a Nonexclusive Cable Television Franchise Agreement Between The City of Lake Forest and Comcast of Illinois XII, LLC. (First Reading of an Ordinance)

PRESENTED BY: *Mike Strong, Assistant to the City Manager (810-3680)*

PURPOSE AND ACTION REQUESTED: City staff is requesting that the City Council consider first reading of an ordinance approving and authorizing the renewal of a nonexclusive cable television franchise agreement between The City of Lake Forest and Comcast of Illinois XII, LLC.

BACKGROUND/DISCUSSION: The City of Lake Forest has maintained a franchise agreement with Comcast for cable television services since 1988, which allows them to operate and maintain a local cable system within the City. A cable franchise agreement provides resources to the City in exchange for access and use of the City's right-of-way, including the ability to transmit public, educational, and governmental ("PEG") programming. The agreement also allows residents and businesses to receive cable television and other technologies from the Franchisee. The City's most recent franchise agreement with Comcast was for a ten (10) year term, which will expire on November 3, 2018.

Since the early 1990s, State and Federal legislation has standardized several cable franchise operational and service matters, which limit local authority in regulating the operations of cable service providers. Notably, the Cable Television Consumer Protection and Competition Act of 1992 (the "Cable Act") was enacted by Congress to promote the availability of diverse views and information, rely on the marketplace to expand access to these services, ensure cable operators expand their capacity and programs, ensure operators do not abuse market power, and protect consumer interests.

The Cable Act also sets procedural requirements for renewing a cable franchise. Pursuant to this legislation, a franchising authority, such as a city or village, may follow either of two processes available for franchise renewal: a formal or informal renewal process. A formal renewal process follows a statutory public-involvement process whereby the local franchising authority ("LFA") conducts a review of the cable operator's financial and technical qualifications, the operator's past performance, and the current and future needs of the LFA. This process can take between thirty (30) and thirty-six (36) months to complete. Alternatively,

an LFA may opt to pursue an informal renewal, which requires a less strict statutory process. Typically, the LFA and cable operator will reach an agreement on the terms and conditions of a cable franchise before allowing for public participation. After allowing for public comment on the renewal agreement, a LFA can take final action on a cable franchise.

At the state level, Illinois enacted the State of Illinois Cable and Video Competition Act (also known as "The Cable Act of 2007" (220 ILCS 5/21-100 et seq.) and the Cable and Video Customer Protection Law (220 ILCS 5/22-501, et seq.). The Cable Act of 2007 provides an alternative regulatory scheme by providing carriers (such as AT&T, Mediacom, WideOpenWest, etc.) access to the market with a statewide franchise, but without the need for a local franchise agreement. These statutes collectively limit the City's local authority to regulate program offerings, technical standards, and emergency alert broadcasting.

Additionally, the Cable and Video Customer Protection Law preempts all customer service and privacy regulations and establishes statewide standards that apply to all cable operators regardless of what type of franchise grants them authority to operate. This legislation limits the City's local authority to enforcing standards set by federal and state law.

Shortly after the adoption of this legislation, the Metropolitan Mayors Caucus ("MMC") formed a working committee, which included an attorney from the current City Attorney's firm, to negotiate a model cable television franchise agreement template with Comcast that fairly and equitably reflects current legislation. Since 2010, many Chicago-area municipalities have used this template as a basis for their franchise agreement forms.

Due to current statutory and federal law, limitations and the lack of major issues concerning the terms of the expiring agreement, the City Attorney and City staff have engaged in an informal process to negotiate a renewal with Comcast. City staff recommends consideration of a renewal agreement with Comcast, modeled off the MMC template, a copy of which is included in the packet beginning on **page 68**. The key terms in the renewal remain consistent with the expiring agreement, and include:

- 10-year term;
- Customer service standards as regulated by State law (municipalities are restricted from adopting more strict customer service standards);
- Franchise fee of 5% of gross revenues;
- Audit standards for Franchise Fees as set forth in the Illinois Municipal Code;
- Service to school buildings and government facilities;
- Ability to enact a Public, Educational, and Governmental ("PEG") capital fee charge to pay for capital projects that support the City's PEG system. The City Council could enact the fee only for the period in which the charge is necessary to cover the costs of a proposed capital project, and serves as an alternative to funding projects through the City's general fund or capital fund;
- Comcast will provide the City with two (2) PEG channels; and
- Agreement includes references to the City's Right-of-way construction Ordinance, requiring Comcast to abide by the City's current generally applicable construction standards.

BUDGET/FISCAL IMPACT: There is no financial costs related to the renewal of the Cable Television Franchise Agreement by and between the City of Lake Forest and Comcast of

Illinois XII, LLC. From a general fund revenue perspective, the City receives quarterly Franchise Fee revenues. The FY2019 projected revenue estimate for these fees is \$533,025.

COUNCIL ACTION: If determined to be appropriate by the City Council, approve *first* reading of an ordinance granting the renewal of a nonexclusive cable television franchise agreement between The City of Lake Forest and Comcast of Illinois XII, LLC.

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 16** of this packet.

Office of the City Manager

September 26, 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, TERESA H. LAURILA has been a dedicated employee of The City of Lake Forest since October 12, 1998; and

WHEREAS, TERESA H. LAURILA will honorably retire from the City on **September 28, 2018**; and

WHEREAS, TERESA H. LAURILA has served as an Administrative Assistant II throughout her career; and

WHEREAS, TERESA H. LAURILA has been a dedicated member of The City of Lake Forest's Administrative Team and has helped manage the Parks and Recreation Department's finances; and

WHEREAS, TERESA H. LAURILA has worked tirelessly to manage the Parks and Recreation Department's customer service team to provide excellent service to the residents of our community; and

WHEREAS, TERESA H. LAURILA has successfully implemented and managed the RecTrac registration software system and shared a wealth of knowledge in training all staff that use the system; and

WHEREAS, TERESA H. LAURILA served on the Park and Recreation Scholarship Committee helping participants access quality programs and activities, has actively participated in the Parks and Recreation special events and has dedicated herself to the positive execution of the Friends of Parks and Recreation Foundation festivals and events; and

WHEREAS, TERESA H. LAURILA has brought her own special kind of warmth and joy to the Recreation Department and all that have been blessed to have participated and worked with her.

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 **TERESA H. LAURILA** for a public service faithfully performed; and

BE IT FURTHER RESOLVED that this Resolution be appropriately inscribed and conveyed to **TERESA H. LAURILA**, with a copy to be included in the official minutes of the **October 1, 2018** meeting of the Lake Forest City Council.

Mayor

DONOR AGREEMENT

LAKE COUNTY PARTNERS – UNIVERSAL CROSSOVER

Public-Private Partnership

This Donor Agreement (the "Agreement") is made this ____ day of October, 2018 by The City of Lake Forest, a home rule municipal corporation in Lake County, Illinois, (hereinafter referred to as "Donor"), whose address is 220 E. Deerpath, Lake Forest IL, and Lake County Partnership for Economic Development, Inc., a not-for-profit charitable entity whose address is One Overlook Point, Suite 280, Lincolnshire, Illinois 60069 ("Lake County Partners").

WHEREAS, the Commuter Rail Division of the Regional Transportation ("METRA") has proposed a Public-Private Partnership project (the "Project") to improve service and reliability on METRA's Milwaukee North Train Line;

WHEREAS, the purpose of the Project is to improve public transit train service to Lake County, Illinois, which will assist Lake County companies and units of local government in their efforts to recruit top talent from the greater Chicago-land area;

WHEREAS, the Project anticipates the public and private shared investment of capital to establish a pilot program to gauge ridership potential of increased services to Lake County, for data sharing to determine the demand for the service, and to install a universal crossover switch and make track and signal improvements on the Milwaukee North Train Line which would allow METRA to increase service to certain areas;

WHEREAS, Lake County Partners is a 501(c)(3) economic development corporation that works to maintain economic vitality and quality of life in Lake County, Illinois by attracting, retaining and expanding businesses, creating and retaining quality jobs, stimulating capital investment, pursuing economic diversity and improving the County's business climate;

WHEREAS, Lake County Partners believes the Project would be beneficial to the economic development of Lake County, and is therefore willing to assist in obtaining private funding for the Project through donations from local businesses, administering the Project fund ("Fund") and expending donations made to the Fund for the Project pursuant to a grant agreement ("Grant Agreement") to be negotiated and entered into by and between METRA, Lake County Partners on behalf of those certain private donors, and various units of local governments;

WHEREAS, the total cost for the Project, including the pilot program and track improvements and administration of the Fund, is currently estimated to be Six Million Three Hundred Thousand Dollars (\$6,300,000.00), with the private sector funding comprising Three Million Six Hundred Thousand Dollars (\$3,600,000), funding from various units of local governments comprising One Million Dollars (\$1,000,000.00), and funding from transit agencies comprising One Million Seven Hundred Thousand Dollars (\$1,700,000) of said amount;

WHEREAS, the Project is anticipated to take forty-two months to complete and shall be rolled out in three phases, with the first phase to be comprised of a pilot program, which will feature an enhanced METRA train schedule on the Milwaukee District North line, to commence on or about January 1, 2019, at an estimated private donation-funded cost of approximately Three Hundred Fifty Thousand Dollars (\$350,000.00) per year for up to 24 months, the second phase to include the installation of a universal crossover switch north of the Lake Forest Telegraph Road Train Station, and a third phase to implement a final train schedule for the Milwaukee District North line to close gaps in service and optimize the existing express service;

WHEREAS, Lake County Partners is willing to accept donations from various private businesses located in Lake County, Illinois, including but not limited to Donor, for the creation of the Fund and funding of the Project; and

WHEREAS, Donor desires to donate up to Five Hundred Thousand Dollars (\$500,000.00) to Lake County Partners in furtherance of the Project on the conditions provided herein.

Donor and the Lake County Partners hereby agree as follows:

1. Donor Commitment and Purpose of Donation. Within thirty(30) days of execution of this Agreement by both parties, Donor shall deliver to Lake County Partners the sum of Fifty Thousand Dollars (\$50,000.00) (the "Donation"), which shall be used for costs and expenses incurred and to be incurred with respect to the first phase of the Project, including, but not limited to, reasonable attorneys' fees, accounting fees, and other reasonable costs and expenses incurred by Lake County Partners in furtherance of the Project and in the negotiation, administration and implementation thereof. The second payment of Fifty Thousand Dollars (\$50,000) shall occur on or before January 1, 2020 so long as the parties to the project agree to continue with year two of the first phase of the project. The third and final payment of Four Hundred Thousand Dollars (\$400,000) will be made after the Lake Forest City Council has duly approved such expenditure following receipt of the findings of the first phase of the project and other appropriate considerations.
2. Use of the Gift. The Donation shall be used in the following manner:

(a) Pending use and disbursement into the Fund, the Donation shall be held and invested by Lake County Partners in accordance with its policies. Donor acknowledges that the Donation may be commingled with other amounts received by Lake Country Partners that are to be used in furtherance of the Project.

(b) Lake County Partners shall disburse the Donation to support the Project in such manner and at such times as determined to be reasonable and appropriate by Lake County Partners to fulfill obligations under the Grant Agreement and/or to assist in the implementation, administration or funding of the Project.

(c) Subject to Section 2(e), in the event that Lake County Partners, METRA and those certain units of local government do not enter into a Grant Agreement on or before December 31, 2018, then the unexpended balance of the Donation shall be returned to Donor within fifteen (15)

business days thereof. In the event the Project does not proceed past the first phase on or before December 31, 2021, then the unexpended balance of the Donation shall be returned to Donor within fifteen (15) business days thereof. Thereafter, in the event that the Project either (i) is not expected to be completed as reasonably determined by Lake County Partners, or (ii) is not actually completed by December 31, 2023, the unexpended proceeds of the Donation shall be returned to the Donor within thirty (30) days of the determination.

(d) If all donations received by Lake County Partners, when taken together with any funding received from transit agencies, private corporations, state agencies and other local governments for the Project, exceed the total costs of the Project, including the administrative fee assessed pursuant to Section 2(e) and the reimbursement of reasonable attorneys' fees, accounting fees, and other reasonable costs and expenses incurred by Lake County Partners in furtherance of the Project and in the negotiation, administration and implementation thereof, a portion of the Donation shall be returned to Donor within sixty (60) days following completion of the Project. Such returnable portion shall equal Donor's pro-rata share of the excess donations received by Lake County Partners from public or private sector donors for the Project as determined by the proportion of the Donation to the total amount received from donors for the Project.

(e) Notwithstanding Section 2(c), Lake County Partners shall retain a non-refundable amount equal to one percent (1.00%) of the Donation to compensate Lake County Partners as an administrative fee to support the operations and advancement of Lake County Partners. In addition, Lake County Partners shall be entitled to use the Fund, and the proceeds thereof, to pay and/or reimburse itself for the payment of, all reasonable attorneys' fees, accounting fees, and other reasonable costs and expenses incurred by Lake County Partners in furtherance of the Project and in the negotiation, administration and implementation thereof.

3. Reports. On a regular basis, not less often than quarterly, or upon reasonable request of Donor, Lake County Partners shall provide a written report to Donor regarding the overall progress of the Project, the manner in which the Fund is expended, Fund balances and uses. The reporting obligation shall cease six (6) months after completion of the Project.

4. Publicity. Lake County Partners may publicize the Donation in a manner that encourages other Lake County businesses and units of local governments to make donations to support the Project, provided that Lake County Partners obtains the prior written consent of Donor to the form of any such publicity or promotional messaging.

5. Tax-Exempt Status. Lake County Partners confirms that it is a charitable 501(c) (3) organization recognized as tax-exempt under the Internal Revenue Code and that contributions to Lake County Partners are deductible for federal income tax purposes.

6. Miscellaneous. This Agreement may not be assigned by either party without the written consent of the other party. Donor acknowledges that Lake County Partners is relying on the undertakings of Donor, and that the fundraising and other activities of Lake County Partners are affected by the promises and undertakings of Donor. This Agreement constitutes the entire agreement among Donor and Lake County Partners relating to the subject matter hereof, and there are no understandings or agreements of any kind except as expressly set forth herein. This

Agreement will be governed by, and interpreted and enforced in accordance with, the laws of the State of Illinois, without regard to its principles of conflicts of laws. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the parties. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures of the parties transmitted by facsimile or via PDF format will be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures as of the date set forth above:

THE CITY OF LAKE FOREST,

LAKE COUNTRY PARTNERSHIP FOR
ECONOMIC DEVELOPMENT, INC.

By: _____

By: _____

Name: _____

Kevin Considine, President & CEO

Title: _____

Draft 1, (10.1.18)

LAKE COUNTY REVERSE COMMUTE INITIATIVE

THE PROBLEM

In order to effectively recruit and retain critical talent living in downtown Chicago, Lake County companies need an efficient and effective public transit option. The current Metra Milwaukee District North line schedule needs to be significantly improved to make it easier for Chicago residents to work in Deerfield, Bannockburn and Lake Forest.

- **No early morning express out of Chicago**
- **Evening express trains not ideal**
- **No evening service from Lake Forest**

PROPOSED SOLUTION

The federal mandate to implement Positive Train Control gives Metra the opportunity to optimize the schedule to accommodate growing Lake County employers. The solution is to pilot test an enhanced schedule which would include new reverse commute rush hour service to see if such service can be self-sustaining, before making a modest infrastructure implementation.

- Phase I: Enhanced schedule including a northbound sunrise express and better southbound express service in the evening – a pilot project.
- Phase II: Install a universal crossover switch north of Lake Forest to provide fluidity and flexibility.
- Phase III: Implement final schedule closing some the afternoon gaps and optimizing the existing express service.

Potential Phase I Express Schedule - *not final*

New Sunrise Express	
	New
Chicago Union Station	5:35 am
Western	5:44
Healy	5:49
Grayland	5:52
Mayfair	5:54
Forest Glen	5:57
Edgebrook	6:01
---	--
Lake Cook	6:14
Deerfield	6:18
Lake Forest	6:25 am

New Southbound Afternoon Service			
	New	Existing	New
Lake Forest	5:09	--	5:30
Deerfield	5:15	5:17	5:36
Lake Cook	5:18	5:20	5:39
--	--	--	--
Edgebrook		5:41	5:52
Forest Glen		5:44	5:55
Mayfair		5:47	5:58
Grayland		5:49	6:00
Healy		5:52	6:03
Western	5:42	5:58	6:09
Chicago Union Station	5:56	6:11	6:22

These changes make it convenient – and fast - to commute to Deerfield, Bannockburn, Lake Forest, and Mettawa, from key Chicago neighborhoods like Fulton Market, West Loop, Wicker Park, Logan Square, Old Irving Park, Portage Park, and Edgebrook.

THE BENEFITS

Easier talent acquisition from Chicago. Having a convenient train schedule that provides reliable service to key stations makes Lake County employers more attractive for Chicago-based talent. This opens up a significant recruiting pool both today and in the future.

Reliable, safe transportation options. Our roadways already struggle to manage traffic flows, and depending on weather, the reliability and travel times can present operational challenges both in running your business, and for employees who are trying to manage work/life balance. Trains offer a dependable option no matter the weather.

Improved employee productivity. Trains offer commuters the chance to work from the road, maximizing their day. The ability to focus on a conference call or use their smartphone, means your employees can work when they need to or unplug and enjoy the ride as opposed to stress out in traffic.

Increased employee satisfaction and engagement. Killer commutes are often listed as a top reason an employee might leave a job or even decide not to consider an offer. Improving the commute means your current and future employees will be more likely to see your firm and its location as an attractive place to work, easing recruitment and increasing retention.

THE CONTRIBUTIONS

The total project cost for the pilot and track improvements is estimated to be \$6.3 million and will require funding from a variety of sources in both the public and private sectors. Here is a prospective layout of the contributions.

Local Governments	\$1.0 million
Transit Agencies	\$1.7 million
Private Sector Employers	\$3.6 million

The Goal is to raise \$3.0 million by September 30, 2018 and the entire \$6.3 million by March 31, 2019. Lake County Partners, a 501(c)(3) nonprofit economic development corporation, has joined with the City of Lake Forest, the County of Lake, Metra, and key employers to raise the capital to execute this project.

COMMITTED SUPPORTERS



September 21, 2018

Mr. Michael Thomas
City of Lake Forest
800 N. Field Drive
Lake Forest, Illinois 60045

(ThomasM@cityoflakeforest.com)

RE: Change Order Proposal for Engineering Services – Design Build Hybrid Bid Period Support
Lake Forest, IL --- Change Order

Dear Mike:

AECOM is pleased to provide you with this Change Order to provide engineering support for the landslide restoration project located along the lower portion of the North Beach Access Road. We will provide bid period services for the Design Build Hybrid approach. We understand that Lake Forest proposes to receive bids from Construction Contractors for a design bid style of construction. AECOM will provide information to the Contractors to the extent that is possible given the time constraints. If the City accepts a bid from the Contractors, AECOM will continue as the design consultant working under contract to the City; however, we will agree to serve in a design build style capacity in terms of expediting the work by close cooperation with the Contractors during construction.

Our pre-bid period work scope will include the following tasks:

- AECOM will provide insight to the construction contractors that will be invited by the City to Bid beginning immediately. This will include compiling a preliminary grading plan and cross section for Option 1A and perhaps also Option 3A. We have preliminary grading plan for Option 3A but will need to develop the Option 1A plan which we will work on this weekend.
- Attend a prebid meeting with the Contractors on October 2.
- Perform a very preliminary Geotechnical stability analysis during the week between October 1 and October 5 to provide very preliminary results to assess the likely viability of the preliminary grading plans and sections to the bidders. There will not be time for a formal report and full modeling program; however, we will issue a brief technical memorandum for Contractor consideration by October 5
- Respond to Contractor questions during the bidding period and be available for conference calls with the Contractors and the City during the bidding period.
- Respond to questions from the City as they review the bids.

The goal is to provide direction to the contractors. The effort will not be thorough as a would be done for a normal bid process. The City understands that this is a non-traditional bid process and the information provided to the Contractors will not be fully developed given the time constraints.

Project Team

We will staff this effort with the same personnel that supported the preliminary analysis effort. Bill Weaver will be the primary principal engineer with support from Lisa Kostamo for CADD, and Aaron Humphrey for geotechnical engineering.

Contract Terms and Conditions

AECOM proposes to complete the scope of services described above on a time-and-expense basis. The rates to be charged will be computed as direct labor costs times a multiplier of 2.8. Our estimated fee and level of effort to complete the Scope of Services will be in the range of \$15,000 to \$18,000. The budget limit will not be exceeded without your prior approval. The fee schedule will be a direct labor multiplier of 2.80. The same Terms and Conditions of Service that apply to the first phase study as provided in our May 18, 2016 contract will apply to this Change Order and are an integral part of this proposal.

If acceptable, please return one signed original to the attention of William J. Weaver. Should you have any questions with regard to this proposal, please call Bill at (847) 323-2171 or contact him by email at bill.weaver@aecom.com. We thank you for the opportunity to submit this change order proposal and look forward to continuing to work with you on this important assignment.

Sincerely,



William J. Weaver, P.E., D.WRE
Vice President – Senior Project Engineer

Patrick Clifford, P.E.
Vice President
© AECOM 2018, ALL RIGHTS RESERVED

Responsible for Payment and Accepted by:

Signature: _____

Name: (please print) _____

Title: (please print) _____

Firm: _____

Date: _____

The City of Lake Forest
CITY COUNCIL
Proceedings of the Tuesday, September 4, 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.

Mayor Lansing asked for a motion to adjourn into executive session at 6:30 pm.

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.

Alderman Newman made a motion to adjourn into 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, 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.

Adjournment into Executive Session at 6:30 pm

Reconvene into Regular Session at 6:48 pm

There were approximately 30 persons present in the Council Chamber.

Mayor Lansing called the meeting to order 6:38pm

CALL TO ORDER AND ROLL CALL

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

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Lansing read the Resolution and presented it to Bob Wolf. Photos were taken.

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

COUNCIL ACTION: Approval of the Resolution

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

Mayor Lansing read the following appointments.

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

COUNCIL ACTION: Approve the Mayors Appointments

Alderman Newman made a motion to approve the Mayor's appointments, seconded by Alderman Preschlack. Motion carried unanimously by voice vote.

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

Mayor Lansing made the following appointments to the Comprehensive Plan working group who will be advisory to staff in developing a draft update to the Waukegan Road Business District of the Comprehensive Plan. The Working Group is charged with identifying data that is needed, analyzing the data, listening to community input, conducting workshops and helping to shape the long term vision and amendments to the Comprehensive Plan as it pertains to the Waukegan Road business district, prior to the formal public hearings which will be conducted by the Plan Commission.

- 1 former elected/appointed City official- Mike Adelman, Chairman
- 1 representative of the local business community- John Cortesi
- 2 real estate/business at-large representatives - Jack Frigo and Bob Shaw
- 2 residents of the surrounding area (4th Ward)- Richard Sugar and Dennis Meulemans
- 2 residents at-large- Eileen Looby and Randy Daniels
- 1 current Plan Commissioner to act as liaison- Stephen Douglass

Mayor Lansing reported that work with Glenview and Metra, and that as of today The City of Lake Forest has not received the EA. He also reported that the September 17 workshop meeting would be devoted to capital projects.

COMMENTS BY CITY MANAGER

**A. Community Spotlight
-Elawa Farm Foundation
- Dianne FitzSimons**

City Manager Robert Kiely Introduced Ms. FitzSimons who gave a detailed history of Elawa Farm and reviewed its current programing. She also reviewed the not-for-profit partnerships and the volunteer and intern programs that is in place.

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.**

Alderman Reisenberg, Chairman, Property and Public Lands Committee, reported that the City Council is asked to finalize an exchange with Open Lands that was approved by City Council in 2015, all at no cost to The City of Lake Forest. Chairman Reisenberg stated the exchange includes 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 along with McCormick Nature Preserve that is owned by the City. This land transfer aligns ownership with the entity best suited to oversee the various properties over the long term.

President of Open Lands, John Sentell, reported on the \$3.5 million dollar restoration to date, public private partnerships and private donations. He stated that it is a privilege to undertake the work of restoration and care and return it to The City of Lake Forest.

Mayor Lansing thanked all those involved and asked for a motion.

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

Alderman Beidler made a motion to approve the resolution in substantial form, seconded by Alderman Preschlack. 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.

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)**

Michael Thomas, Director of Public Works, reported that The City of Lake Forest has been in discussion with Highwood regarding shared Water Plant Operators. On February 9, 2018, Lake Forest and Highwood entered into a Temporary Operational Services Agreement. The agreement period was 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 temporary agreement noted that the term had the option to 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. 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 its two possible options: improve its 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 per 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 City Council had discussion on a succession plan for Water Plant employees; labor only exposure and mutual indemnification.

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

A member of the audience asked if the Water Plant Operators are certified in water plant operations, and Mr. Thomas reported that all operators are certified. Richard Sugar asked if Highwood is properly insured, and Mr. Thomas and the City Attorney reported the insurance is satisfactory.

Mayor Lansing asked if there was anyone else to comment on this item, seeing none. He asked for a motion.

COUNCIL ACTION: Approval of an Intergovernmental Agreement (page 86) 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)

Alderman Beidler made a motion to approve 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), seconded by Alderman Reisenberg. 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. 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.

Jim Lockefer, Public Works Management Analyst, reported that 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 for projects; however, the firm selected will depend on the firm's availability and the project type. On July 27, 2018, a Request for Proposals (RFP) was released by the City and both Engineering Firms surpassed qualifications.

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. 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 agreements are for a period of three years, which will include the option of two additional, one-year terms.

The City Council had discussion on the fee schedules and timeliness of this item as it relates to CIP.

Mayor Lansing asked if there is anyone from the public who would like to comment on the topic.

Romy Lopat inquired if they is a list of all ravines and priorities in them, and Jim Lockefer reported that the ravines were evaluated and ranked.

Cobie Stein inquired about public vs. private ravines, and Jim Lockefer reported that most ravines are private property and staff is currently analyzing data collected.

Mayor Lansing asked if there was anyone else to comment on this item, seeing none. He asked for a motion.

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.

Alderman Morris made a motion to 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, 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.

3. Forest Park Bluff Advisory Committee Update

Michael Thomas, Director of Public Works, and Alderman Morris provided an update to the Forest Park Bluff failure that included an overview of high risk zones, north risk zone, the Advisory Committee conclusions and a table comparison of all presented options. Alderman Morris reported that the Council, as part of the September 17 workshop meeting, will be asked to direct staff on which option to take and will discuss the financial options.

The City Council had discussion on how to consider options and the financial challenges, public safety, loss of use of facility, short and long-term remediation, and loss of tableland and trees. Mayor Lansing thanked all those on the Forest Park Bluff Advisory Committee and staff.

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

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. 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**
- 3. 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**
- 5. 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.**
- 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**
- 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**

- 9. Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**
- 10. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)**

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

Romy Lopat addressed the Council on the McKinley and Scott Road Omnibus item.

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 (10) Omnibus items as presented.

Alderman Newman made a motion to approve the ten (10) Omnibus items as amended, seconded by Alderman Moreno. 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

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**

Fire Chief Pete Siebert gave an overview of the history of the Fire Department and its role with Rockland Fire Protection District and the Village of Libertyville from 1976 to current date. He noted that 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 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. The proposed IGA is the result of many months of planning and discussion between all the agencies involved and public forums. Chief Siebert thanked Finance Director Elizabeth Holleb for her help on this issue.

Mayor Lansing thanked all those involved. Former Alderman Tack, Chairman of the Fire Vision 2020 Committee, stated, "This is the beginning, not the end, as proposed. The City of Lake Forest will work at the top of its licenses, instead of the bottom; this will bring a continued quality service to residents. The City of Lake Forest will become a model for other communities and will look to our neighbor to the north to continue this project". Dan Rogers, President of the Rockland Fire Protection District reported that working

with The City of Lake Forest has been a pleasure and that it is a unique concept. City Council had discussion on boundaries, community outreach, and life safety. Mayor Lansing thanked all those involved.

The City Council directed City Manager Kiely to make a similar offer to Lake Bluff.

Mayor Lansing asked if there was anyone else to comment on this item, seeing none. He asked for a motion.

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.

Alderman Rummel made a motion of 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, 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.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS
--

1. Continued Discussion of "Principles, Conduct and Procedures for Meetings and Activities of the Lake Forest City Council and Staff"

Council members Jim Preschlack and Jed Morris thanked all for input to document and stated 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. Alderman Buschmann raised the topic of Exparte contact, the City Attorney reported that the language was based on the majority of discussion.

The City Council had lengthy discussion on current language, due process, petitioner's rights, and legislative common sense. After continued discussion, it was suggested to put this item to a vote, as it will be revisited in May of next year.

Mayor Lansing asked if there was anyone from the public who would like to comment on the topic. Romy Lopat offered her opinion on public participation, and previous comments she made to this item.

Mayor Lansing asked if there was anyone else to comment on this item, seeing none. He asked for a motion.

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."

Alderman Newman made a motion to 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 ", seconded by Alderman

Reisenberg. The following voted "Aye": Aldermen Beidler, Morris, Newman, Reisenberg and Preschlack, The following voted "Nay": Alderman Rummel, Moreno and Buschmann. 5-Ayes, 3- Nays, motion carried.

Mayor Lansing announced he will not be seeking re-election in April 2019 and that he looks forward to continuing his service through May 2019.

ADJOURNMENT

There being no further business Mayor Lansing asked for a motion. Alderman Newman made a motion to adjourn, seconded by Alderman Beidler. Motion carried unanimously by voice vote at 9:30pm.

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
CITY COUNCIL WORKSHOP
Proceedings of the Monday, September 17, 2018
City Council Workshop Meeting –
Municipal Services Center, 800 N. Field Ct, Lake Forest, IL

CALL TO ORDER AND ROLL CALL: Honorable Mayor Lansing called the meeting to order at 6:30pm, and 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 15 people in the audience.

CALL TO ORDER AND ROLL CALL

6:30 p.m.

Mayor Lansing welcomed the Council, Members of the Community, and City Staff to the Workshop meeting. He reported that the challenge that this City Council is facing today is the same struggle that previous Councils faced and that this meeting is for information and no decisions will be made tonight.

City Manager Bob Kiely echoed the Mayors comments and asked the Council how do we optimize our available resources to achieve the greatest return on investment (ROI) in the long-term best interest of the community and the Council will need to give Staff direction on these policy area's- Aaa rating, tax rate/ levy, reserve levels and Bluff project. Additionally, regarding revenues, pay as you go vs. pay as you use and the balance in future discussions as we use reserves, take on debt or add new revenues (pay as you go).

City Manager Bob Kiely reviewed and enduring City. Showing a Sustainable Business Model, Strong Management and Solid Financials with a focus on the Financials that help the City answer questions when faced with decision such as the bridge on Mayflower and the Bluff in an aging Community.

1. DISCUSSION ON LONG-TERM CAPITAL FUNDING OPTIONS AND PENDING CAPITAL PROJECTS

- a. Financial Policies, limitations, and "Rules of the Game"
 - i. Capital Budget
 - ii. Reserve Policies
 - iii. Debt Policies
- b. Financing Options
- c. Forest Park Bluff Restoration Options
- d. Other Capital Projects and Funding Pressures

Finance Director Elizabeth Holleb gave a presentation beginning with the five-year CIP Capital improvement fund forecast that included fiscal year targets through FY 24, along with other Five year CIP Funds that include MFT, Park and Public Land Fund, Cemetery Fund, Emergency Fund, Golf Course and Water Capital Fund. These have no targets and are limited by five-year forecasts. Ms. Holleb also reviewed the advantages and disadvantages of Capital Funding via Property Tax Levy, Debt, and Reserves.

Debt Capacity or Reserves Other Funds via, Water Capital Fund (pay as you go) and Home Rule Sales Tax (Storm sewer improvement Bonds). Ms. Holleb also reviewed Bond rating considerations and the impact of additional debt on the City Bond rating along with the impact of additional debt as it relates to the Tax Levy.

Ms. Holleb also reviewed the advantages and disadvantages of Capital Funding via new or increased fees, TIF note, along with the advantages and disadvantages of deferring other Capital improvements. Ms. Holleb reviewed a tax and fee comparison slide with other communities similar to The City of Lake Forest.

Public Works Director Michael Thomas reported on the options for Forest Park Bluff Improvements.

City Manager Bob Kiely reviewed other Capital and funding needs that included ten pending major Capital projects and seventeen identified Storm Sewer projects.

The City Council had considerable discussion on fund balance reserves, grant revenues, equipment, police and fire equipment replacement and building improvements. The current scoring sheets and the priority of the items in the sheet, 1NF projects and scoring. PTELL Tax cap, Home Rule communities in Illinois, pension funding and its impacts. Storm water user fees, bond rating, property tax freeze, current infrastructure and financial stewardship. The choice of using reserves or issuing debt, and impacts of both, stability in user fees vs. property taxes and ROI along with Fund balance reserves, continuation of bidding all projects.

2. UPDATE ON SMOKE-TESTING PROGRAM

Public Works Director Michael Thomas reported that the goal of the testing is to keep storm water out of the sanitary sewer. Defects to date total 413, some major others as minor as smoke coming up man hole cover.

3. UPDATE ON GASLIGHT CONVERSION PROGRAM

Public Works Director Michael Thomas reported on the status and next steps.

4. UPDATE ON METRA UNIVERSAL CROSSOVER AND SCHEDULE CHANGES – PILOT PROGRAM

City Manager Bob Kiely reported on the deficit/gap in passenger service on the Milwaukee District North Line. The City of Lake Forest, Lake County, and Lake County Partners are pursuing a new private / public partnership for mass transportation mobility and sustainability enhancements by accelerating the installation of a universal crossover switch north of the Telegraph Road Train Station to facilitate increased commuter rail service to Lake Forest and Lake County. This will be part of the Council's agenda at a regular City Council meeting in October.

5. OPPORTUNITY FOR PUBLIC COMMENT

Dennis Muelmanns- offered his opinion to tell the Council to borrow as much money as the City could.
Bob Crawford- remarked that the discussion on the Bluff issue was interesting and he would like the Council to choose option #3 (Creating a safer road)
Suzanna Bunta- addressed the Council on continuing flooding on Forest Hill Road and remarked that significant engineering is necessary
Joanne Desmond- stated the conversation at the meeting was appropriate and asked if Metra has looked into alternatives.

6. ADJOURNMENT

There being no further discussion. Alderman Reisenberg made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 9:40p.m.

Respectfully Submitted,
Margaret Boyer, City Clerk

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: City of Lake Forest

Project Title: South Park Phase 1

The City of Lake Forest (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The City of Lake Forest (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the City of Lake Forest (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the City of Lake Forest (Sponsor) on the 27th day of SEPTEMBER (month), 2018 (year)

Attested by: _____

Date: _____

Margaret Boyer
Sept 27, 2018

Robert T.E. Lansing

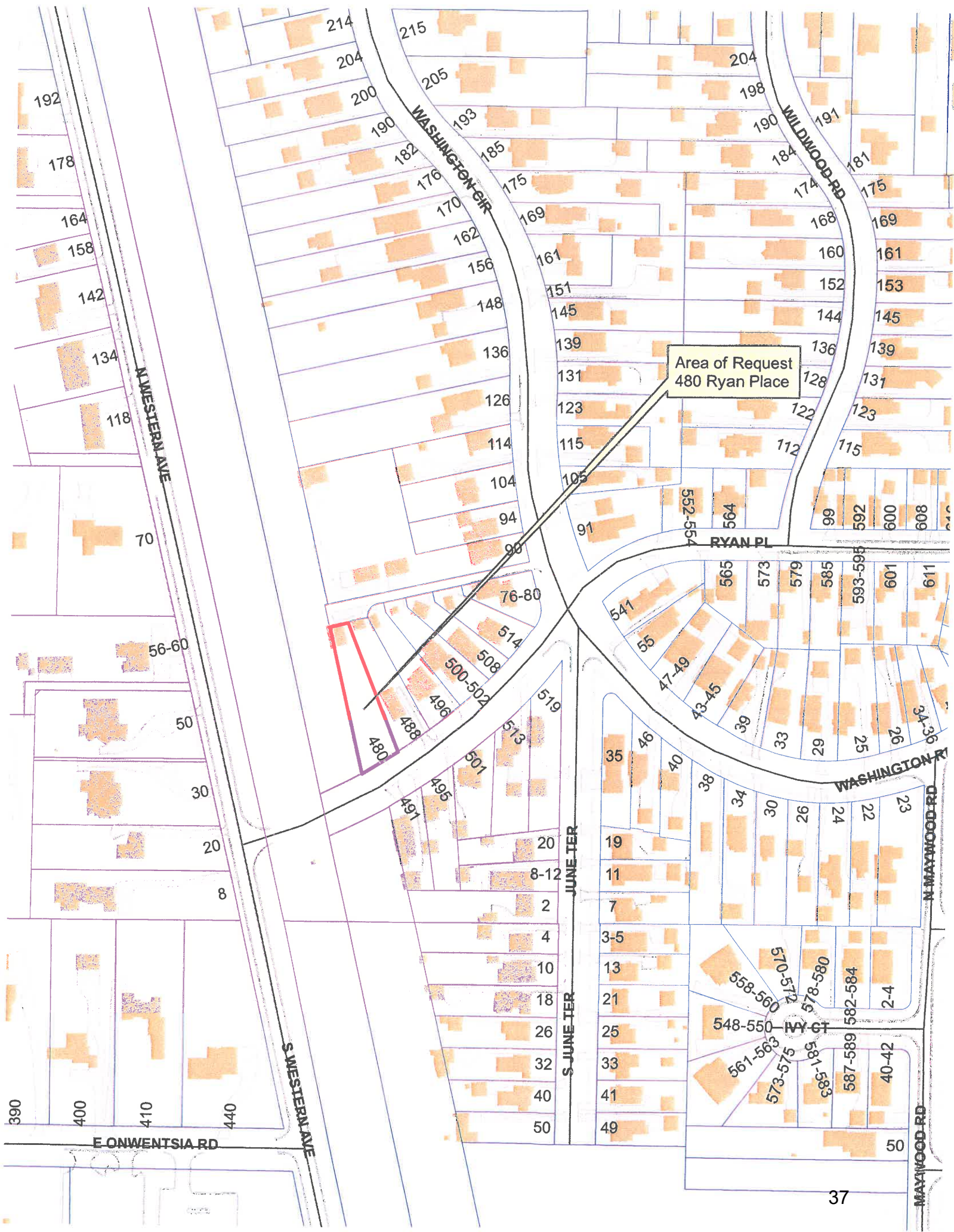
Name (printed / typed)

RTE Lansing

Signature

Mayor

Title



Area of Request
480 Ryan Place

N WESTERN AVE

WASHINGTON CIR

WILDWOOD RD

RYAN PL

WASHINGTON RD

N MAYWOOD RD

MAYWOOD RD

E ONWENTSI A RD

JUNE TER

S JUNE TER

S WESTERN AVE

THE CITY OF LAKE FOREST
ORDINANCE NO. 2018- ____

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 480 RYAN PLACE**

WHEREAS, MNE Development LLC, Luka Popovich ("**Owner**") is the owner of that certain real property commonly known as 480 Ryan Place, 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 develop a vacant lot with a residence, detached garage 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**") 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 August 2, 2018 and September 5, 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-3, 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

NEW 2-STORY SINGLE FAMILY RESIDEN
480 E. RYAN PLACE, LAKE FOREST IL

GROUP EXHIBIT B

The Plans

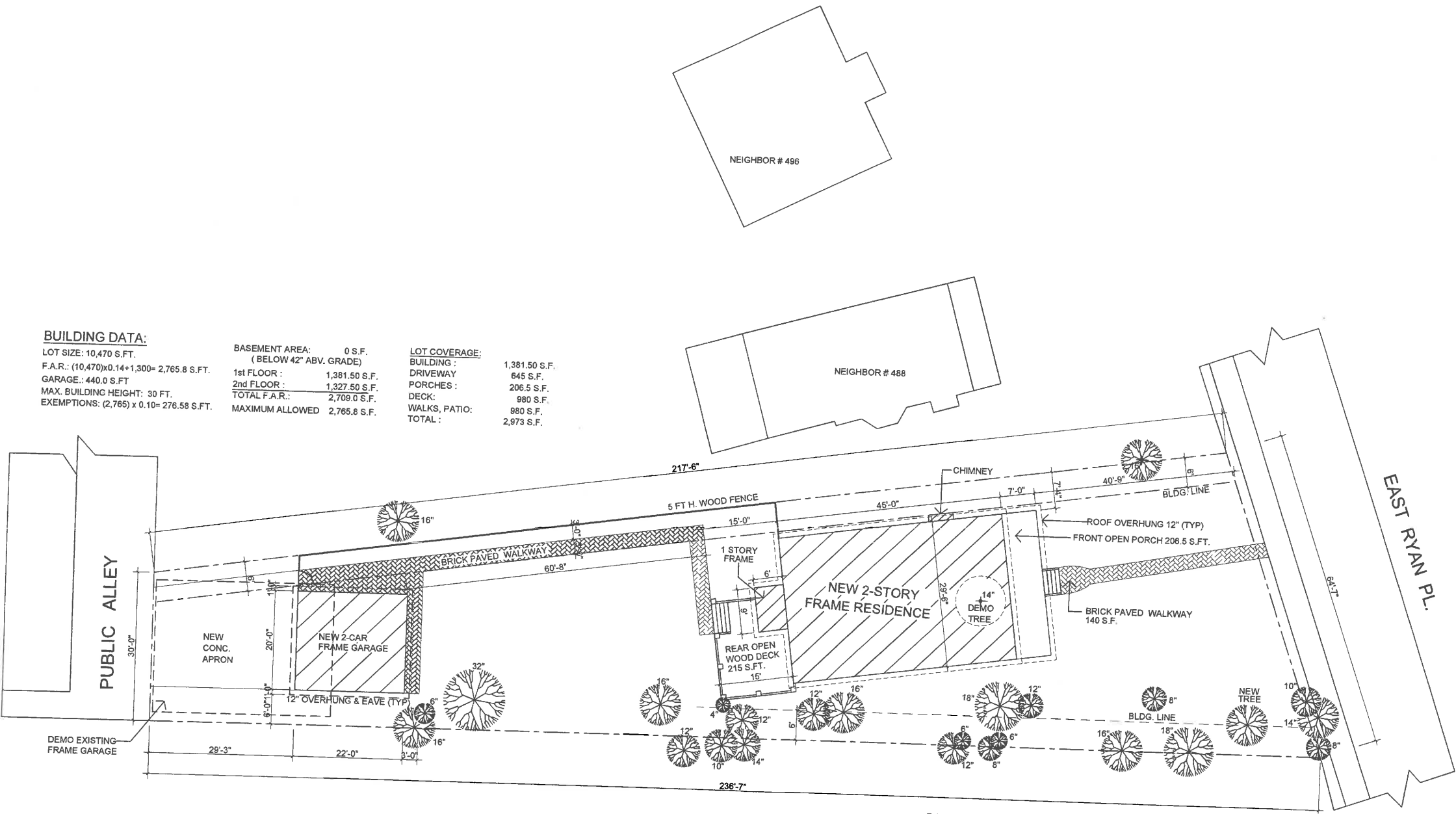
HOME

CTS & ENGINEERS

16 W. IRVING PARK RD.
CHICAGO, IL 60618
PH: 773-354-2378



MyHomeArchitects@yahoo.com



BUILDING DATA:

LOT SIZE: 10,470 S.F.T.
F.A.R.: (10,470)x0.14+1,300= 2,765.8 S.F.T.
GARAGE: 440.0 S.F.T
MAX. BUILDING HEIGHT: 30 FT.
EXEMPTIONS: (2,765) x 0.10= 276.58 S.F.T.

BASEMENT AREA: 0 S.F.
(BELOW 42" ABV. GRADE)
1st FLOOR: 1,381.50 S.F.
2nd FLOOR: 1,327.50 S.F.
TOTAL F.A.R.: 2,709.0 S.F.
MAXIMUM ALLOWED 2,765.8 S.F.

LOT COVERAGE:
BUILDING: 1,381.50 S.F.
DRIVEWAY: 645 S.F.
PORCHES: 206.5 S.F.
DECK: 980 S.F.
WALKS, PATIO: 980 S.F.
TOTAL: 2,973 S.F.

SITE PLAN
SCALE: 1"=15'-0"

NEW 2-STORY SINGLE FAMILY RESIDENCE
480 E. RYAN PLACE, LAKE FOREST IL

REVISIONS	DESCRIPTION
NO.	DATE

RECEIVED
AUG 21 2018

MY HOME Architects & Engineers L.T.D.
Lic# 184005545
EXPIRATION DATE: 04/30/2019

COMPLIANCE:
I CERTIFY THAT THESE DRAWINGS WERE
PREPARED UNDER MY DIRECT SUPERVISION
AND TO THE BEST OF MY KNOWLEDGE ARE
CONFORMANCE WITH THE BUILDING CODE OF
THE VILLAGE OF LAKE FOREST.
DATE: 8-17-18.



DRAWN: D. DJ. APPROVED: B.A.B.

DATE: 8-17-2018.

SITE PLAN

A-0

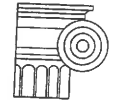
GROUP EXHIBIT B

The Plans



FRONT (SOUTH) ELEVATION

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



MY HOME
ARCHITECTS & ENGINEERS
2882 W. IRVING PARK RD.
CHICAGO, IL 60618
Lic# 184005545

NEW 2-STORY SINGLE FAMILY RESIDENCE
480 E. RYAN PLACE, LAKE FOREST IL

REVISIONS

DATE : 8-17- 2018.

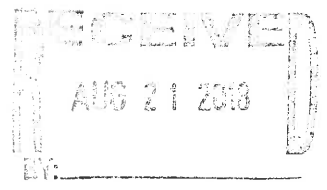
DRAWN :D. D.J.

APPROVED: B.A.B.



ELEVATION

A-5

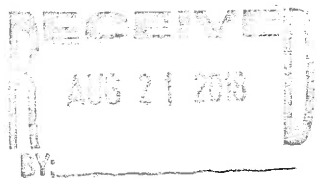


The Plans



SIDE (EAST) ELEVATION

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



MY HOME
ARCHITECTS & ENGINEERS
2992 W. IRVING PARK RD.
CHICAGO, IL 60618
Lic# 184005545

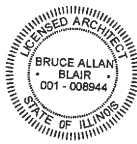
NEW 2-STORY SINGLE FAMILY RESIDENCE
480 E. RYAN PLACE, LAKE FOREST IL

REVISIONS

DATE : 8-17- 2018.

DRAWN : D. DJ.

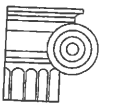
APPROVED : B.A.B.



ELEVATION

A-6

The Plans



MY HOME
ARCHITECTS & ENGINEERS
2882 W. IRVING PARK RD.
CHICAGO, IL 60618
Lic# 184005545

NEW 2-STORY SINGLE FAMILY RESIDENCE
480 E. RYAN PLACE, LAKE FOREST IL

REVISIONS

DATE : 8-17- 2018.

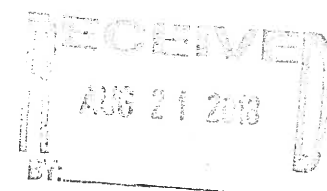
DRAWN :D. DJ.

APPROVED: B.A.B.

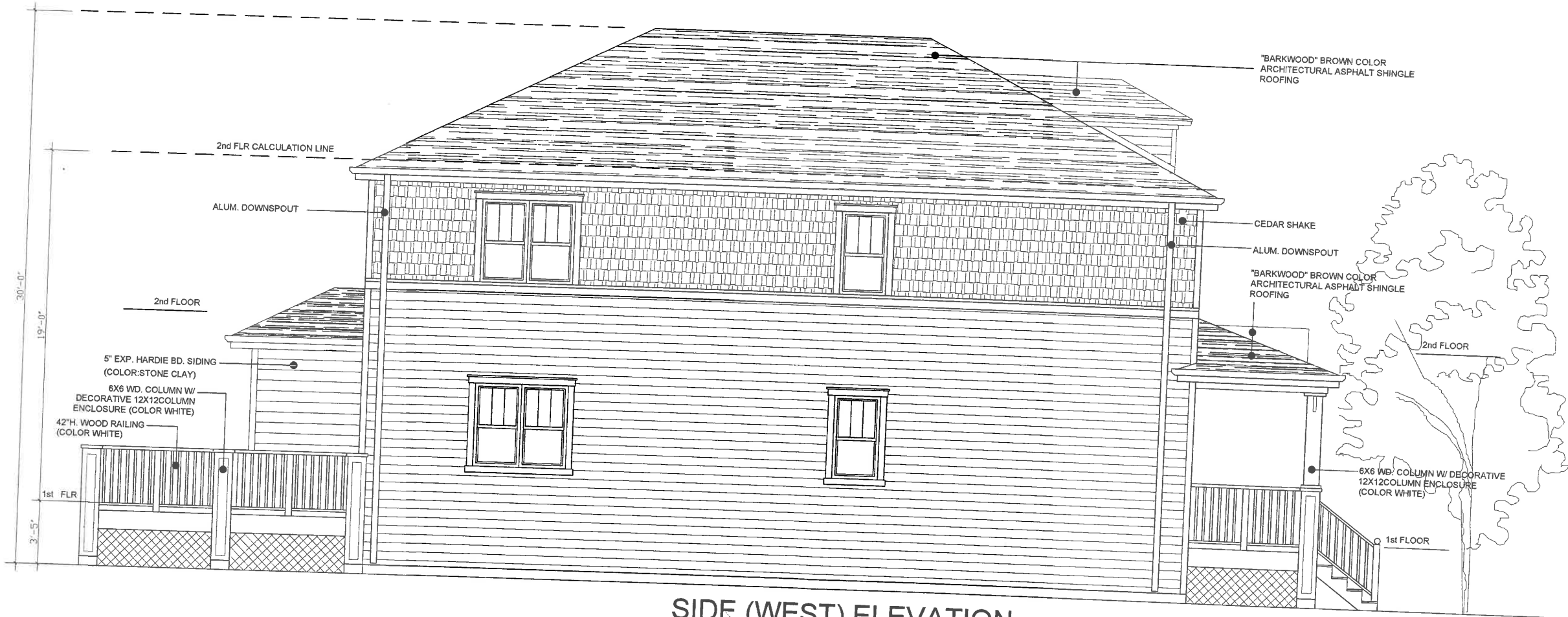


ELEVATION

A-7



The Plans



SIDE (WEST) ELEVATION

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



MY HOME
ARCHITECTS & ENGINEERS
2892 W. IRVING PARK RD.
CHICAGO, IL 60618
Lic# 184005545

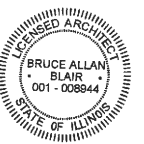
NEW 2-STORY SINGLE FAMILY RESIDENCE
480 E. RYAN PLACE, LAKE FOREST IL

REVISIONS

DATE : 8-17-2018.

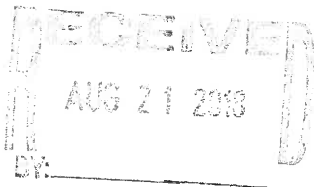
DRAWN : D. DJ.

APPROVED: B.A.B.



ELEVATION

A-8



The Plans



MY HOME
ARCHITECTS & ENGINEERS
2882 W. IRVING PARK RD.
CHICAGO, IL 60612
Lic# 184005545

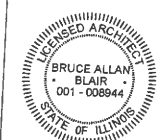
NEW 2-STORY SINGLE FAMILY RESIDENCE
480 E. RYAN PLACE, LAKE FOREST IL

REVISIONS

DATE : 8-17- 2018.

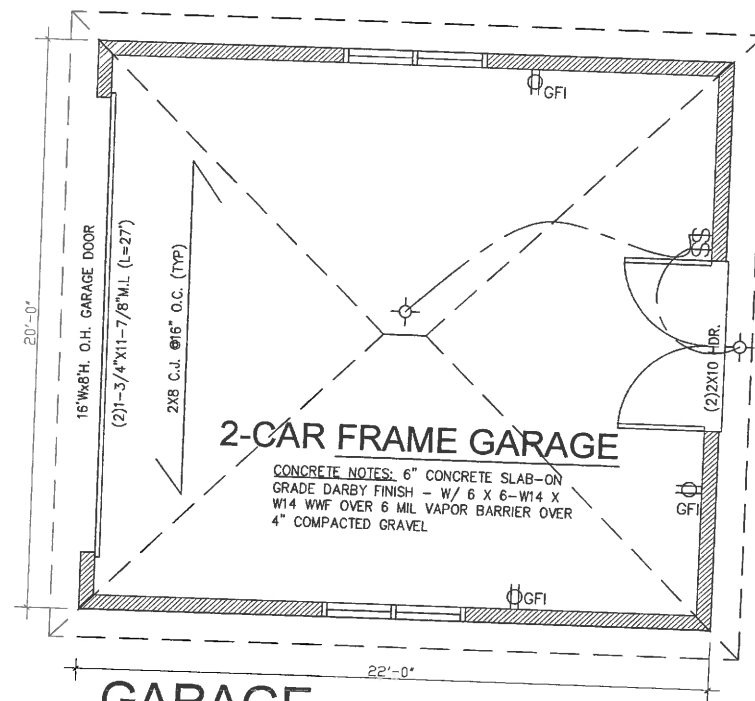
DRAWN : D. D.J.

APPROVED: B.A.B.



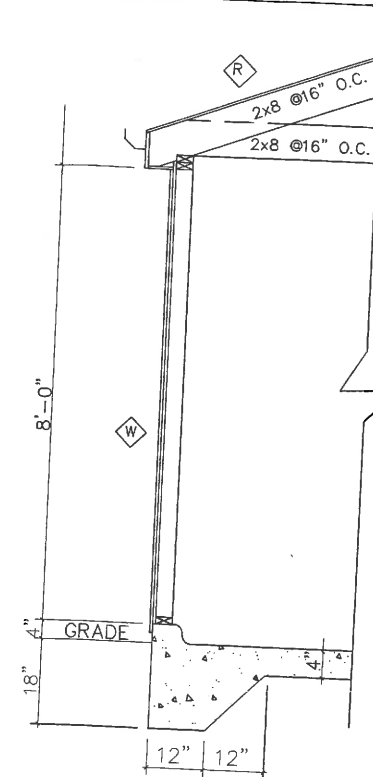
GARAGE
PLANS

A-11



GARAGE FLOOR PLAN

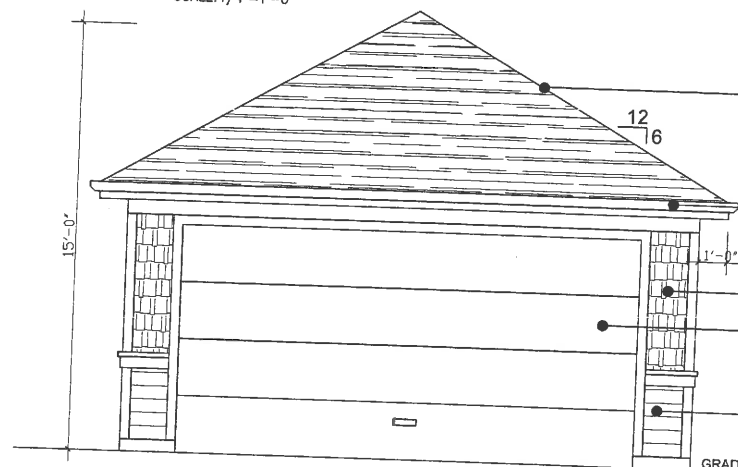
SCALE: 1/4"=1'-0"



- FURNISH AND INSTALL 25 YEAR RATED ASPHALT SHINGLES
- 30 LB. FELTS
- WATER AND ICE SHIELD AT PERIMETER EAVES - 24" UP PAST OUTSIDE FACE OF EXTERIOR WALL AND BACK TO DRIP EDGE, 24" EACH WAY WITH 24" OVERLAP AT VALLEYS & 24"
- 1/2" CDX. PLYWOOD SHEATHING.
- 2X8 R. RAFTERS @ 16" O.C. W/ 2X10 RIDGE BEAMS
- HURRICANE FRAMING TIE DOWN AT EACH RR, ANCHOR TO TOP PLATE.
- ALUMINUM DRIP EDGE AND GUTTER APRON.
- ALUMINUM GUTTER AND DOWN SPOUTS- OPEN SPLASH
- ALUMINUM FASCIA / FRIEZE.
- ALUMINUM SOFFIT.
- EXTERIOR (HARDIE BOARD SIDING)
- 5" EXP. CEMENTOUS SIDING
- 5" EXP. CEMENTOUS SIDING
- TYVEK HOUSE WRAP
- 1/2" PLYWOOD BOARD SHEATHING EXTERIOR
- WOOD 2x4's AT 16" O.C. WITH DOUBLE TOP PLATE.

SECTION

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



NORTH ELEVATION

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

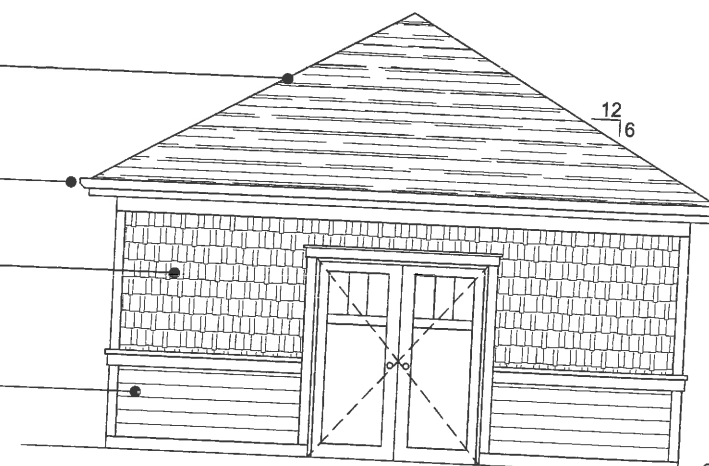
ARCHITECTURAL STYLE
ASPHALT SHINGLES
"BARKWOOD" BROWN COLOR

4" CEDAR WOOD TRIM
(COLOR WHITE) TYP.

CEDAR SHAKE

ALUMINUM OVERHEAD
GARAGE DOORS

5" EXP. HARDIE BD. SIDING
(COLOR: STONE CLAY)



SOUTH ELEVATION

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

ARCHITECTURAL STYLE
ASPHALT SHINGLES
"BARKWOOD" BROWN

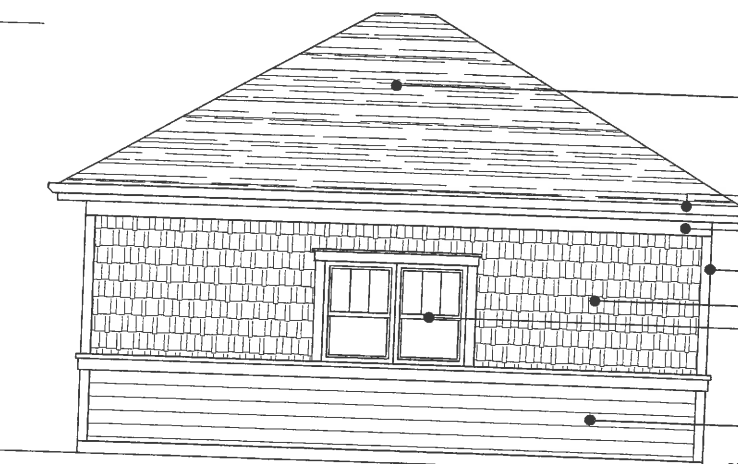
ALUM. GUTTER & SP.
6" CEDAR WOOD FRIEZE BRD.
(COLOR WHITE) TYP.

4" CEDAR WOOD TRIM
(COLOR WHITE) TYP.

CEDAR SHAKE

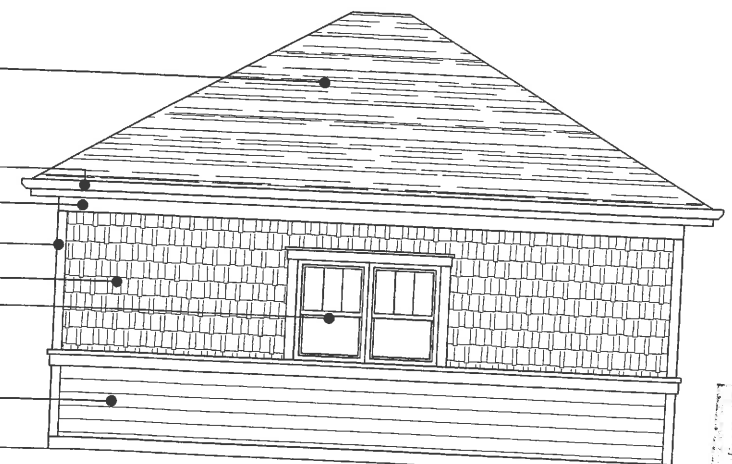
ALUM. CLAD./ WOOD
DBL HUNG TYPE WINDOW
(COLOR WHITE)

5" EXP. HARDIE BD. SIDING
(COLOR: STONE CLAY)



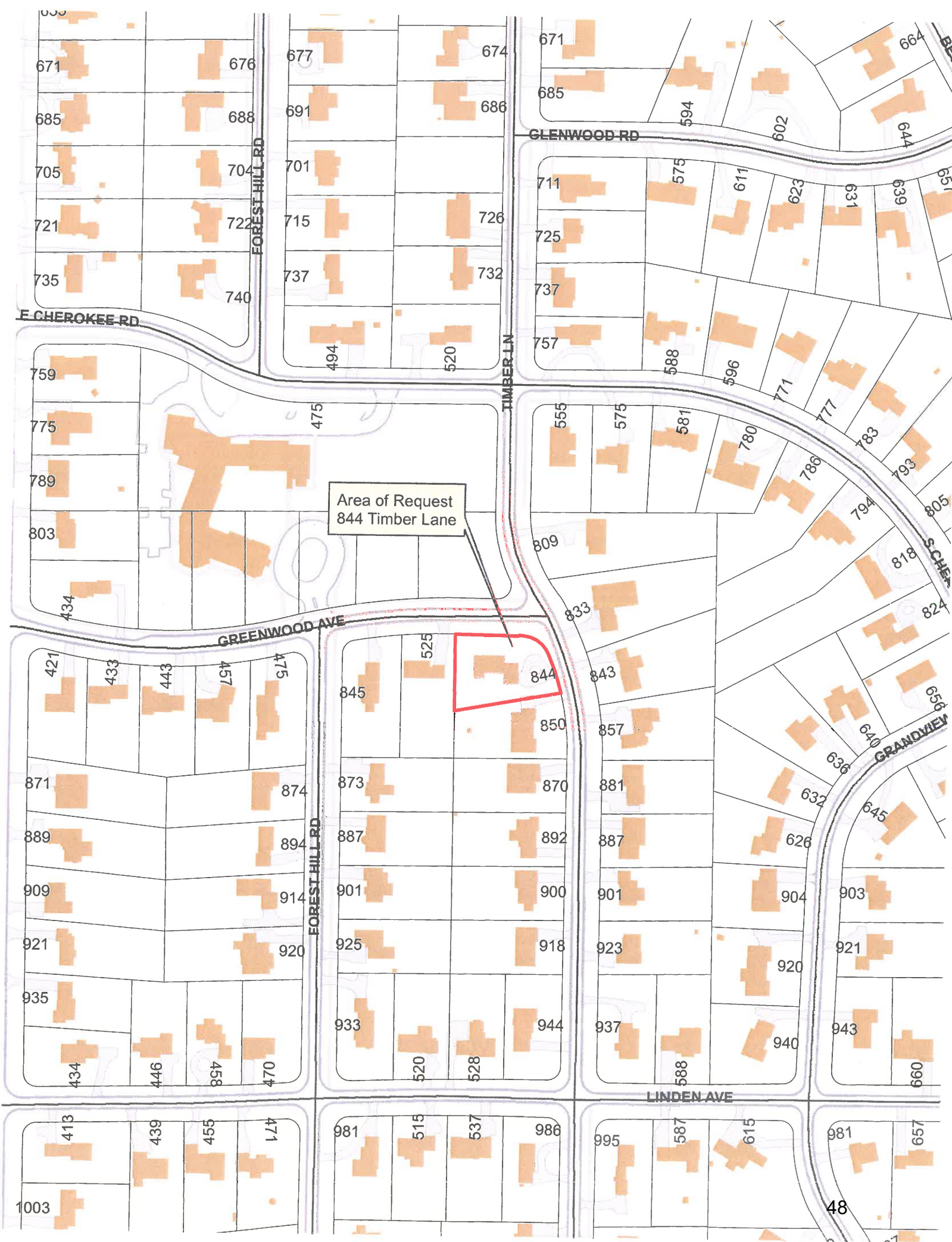
WEST ELEVATION

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



EAST ELEVATION

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



Area of Request
844 Timber Lane

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 844 TIMBER LANE

WHEREAS, Pierre and Rebecca Masson ("**Owners**") are the owners of that certain real property commonly known as 844 Timber Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to construct a second floor addition and make related alterations to the residence ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") to permit the construction of the Improvements and were 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 September 5, 2018; and

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

1. the Property is located within the R-2, Single Family Residence District under the City Code,
2. Owners propose 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 Owners' 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 Owners 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 Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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.

- 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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit 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:

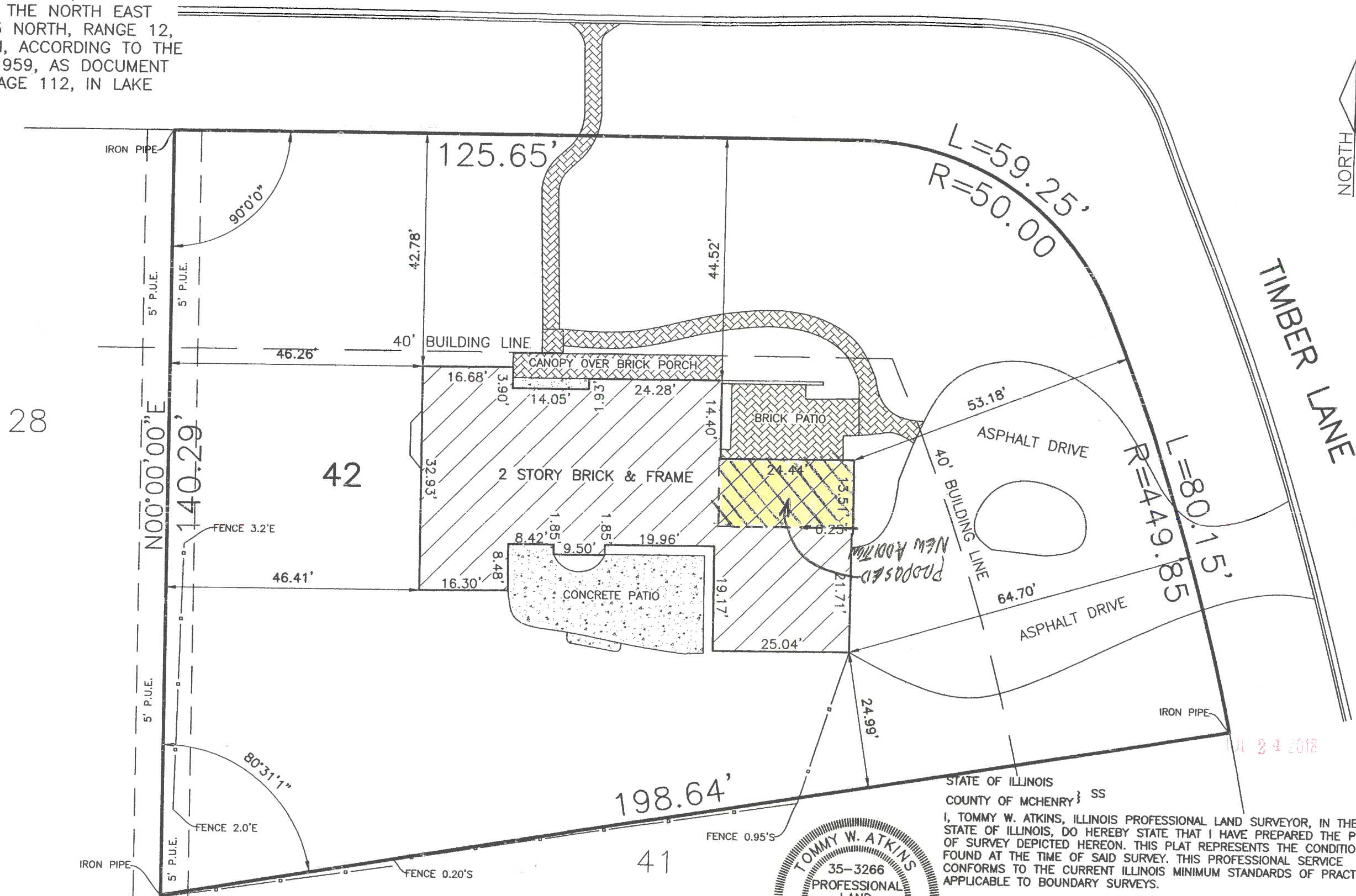
City Clerk

TOM W. ATKINS
PLAT OF SURVEY

GREENWOOD AVENUE

LEGAL DESCRIPTION


LOT 42 IN ROBERT W. KENDLER SUBDIVISION, BEING A
SUBDIVISION OF THE WEST HALF OF THE NORTH EAST
QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED APRIL 13, 1959, AS DOCUMENT
1026670, IN BOOK 34 OF PLATS, PAGE 112, IN LAKE
COUNTY, ILLINOIS.



STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

I, TOMMY W. ATKINS, ILLINOIS PROFESSIONAL LAND SURVEYOR, IN THE STATE OF ILLINOIS, DO HEREBY STATE THAT I HAVE PREPARED THE PLAT OF SURVEY DEPICTED HEREON. THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

CERTIFIED AT MCHENRY, ILLINOIS THIS 4th DAY OF JUNE, 2015


 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3266
 MY LICENSE EXPIRES NOVEMBER 30, 2016

53

ALL DISTANCES IN FEET AND DECIMAL
SCALE: one inch = 20 feet

FILE NO. TA2765

ORDERED BY:

STEPHANIE K. KEARNEY, LLC

ADDRESS: 844 TIMBER LANE

LAKE FOREST, ILLINOIS

COMPARE YOUR DESCRIPTION
AND SITE MARKINGS WITH
THIS PLAT AND AT ONCE
REPORT ANY DISCREPANCIES
WHICH YOU MAY FIND.

NOTE: ONLY THOSE BUILDING
LINE RESTRICTIONS OR
EASEMENTS SHOWN ON A
RECORDED SUBDIVISION PLAT
ARE SHOWN HEREON.

BL == BUILDING LINE

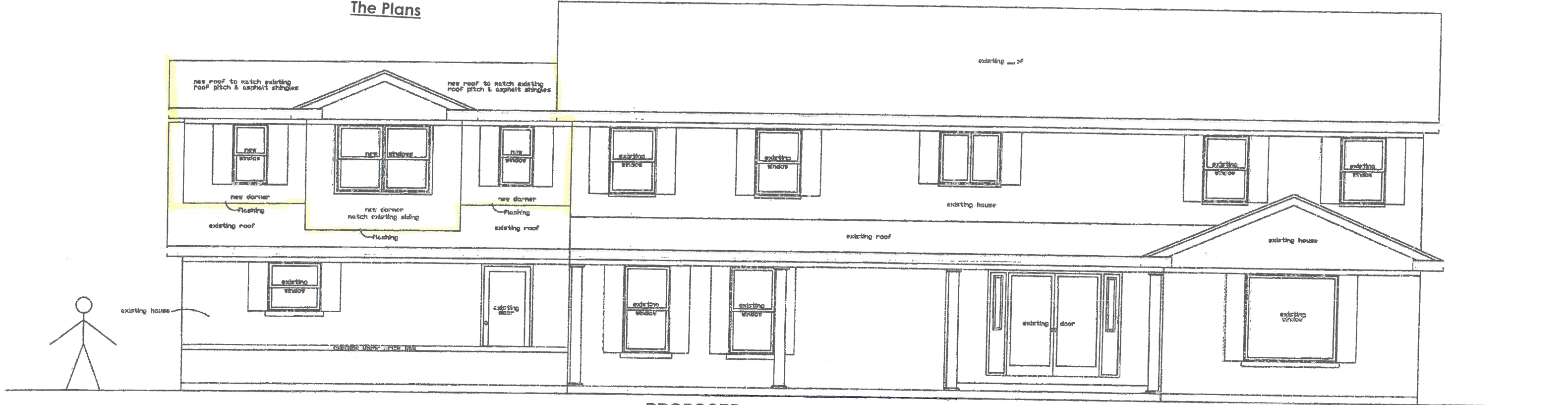
BSL = BUILDING SETBACK LINE

PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT

PUE = PUBLIC UTILITY EASEMENT

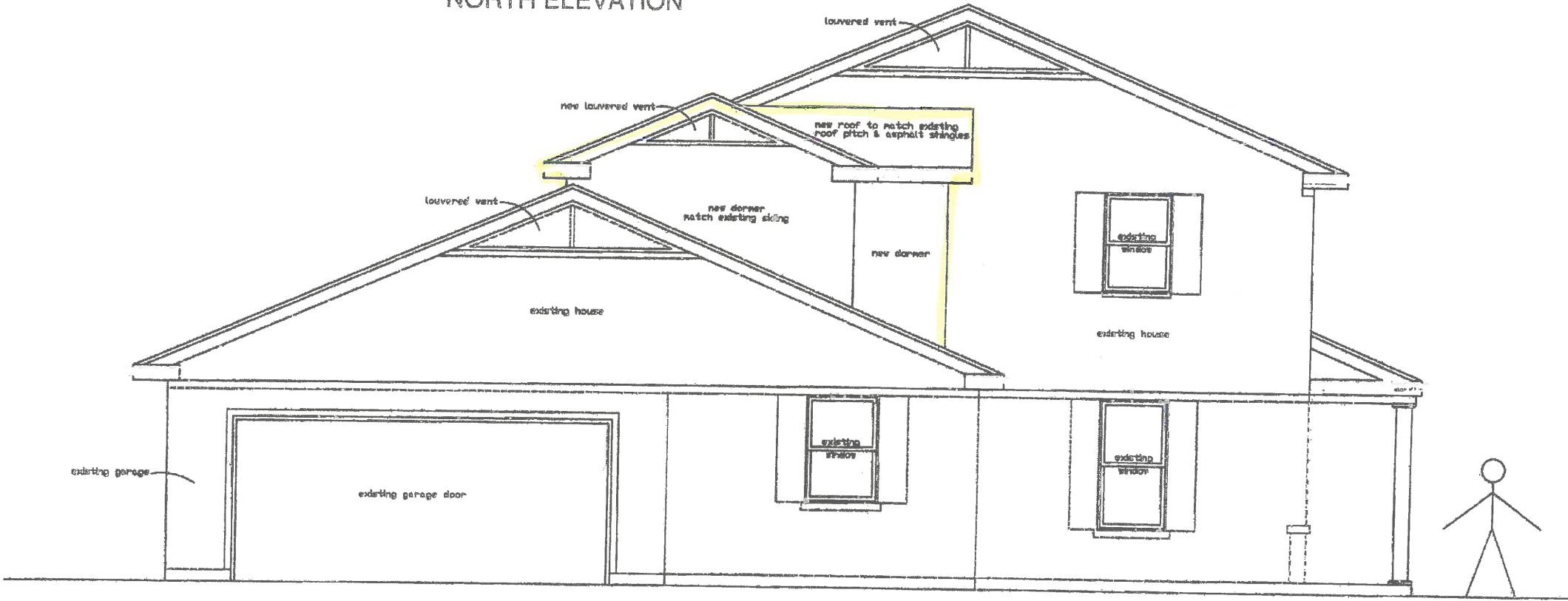
GROUP EXHIBIT B

The Plans

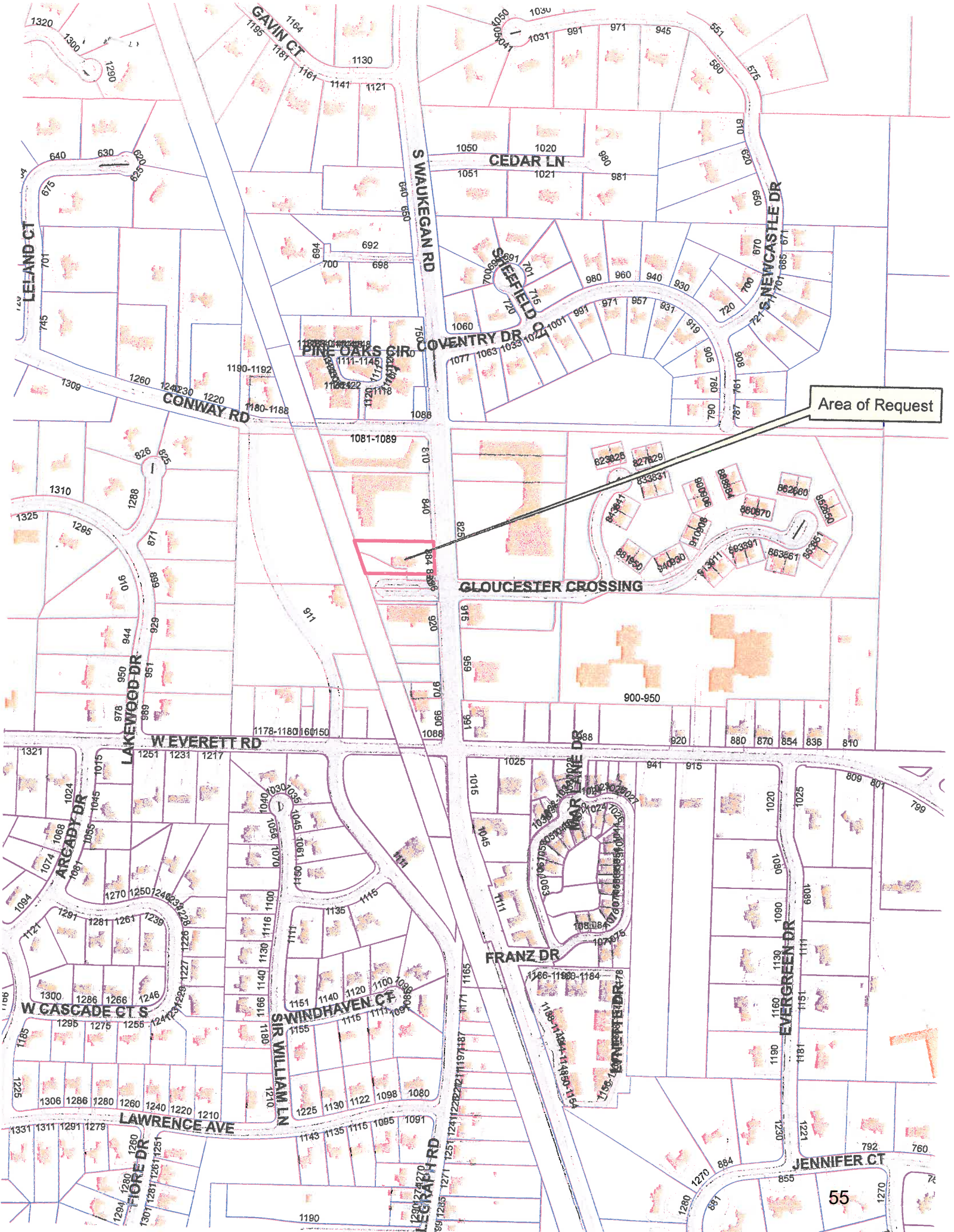


PROPOSED
NORTH ELEVATION

MASSON REMODELING
844 TIMBER LANE
LAKE FOREST, ILLINOIS
M.A.R.S. DESIGN & CONSTRUCTION
3105 WISHING WELL LANE ISLAND LAKE, IL 60042 (847) 526-4855



PROPOSED
EAST ELEVATION



Area of Request

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018- ____

AN ORDINANCE APPROVING SIGNAGE AND EXTERIOR LIGHTING FOR CHASE
BANK AT 884 S. WAUKEGAN ROAD

WHEREAS, 884 S. Waukegan Road, LLC (Frank Mariani 50% and John Fiore Jr. 50%) ("**Owner**") is the owner of that certain real property commonly known as 884 S. Waukegan Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the B-1, Community Commercial Business Zoning District; and

WHEREAS, Chase Bank, ("**Tenant**") recently signed a long term lease for the property and received a Special Use Permit authorizing redevelopment of the site with a bank building and ATM drive thru; and

WHEREAS, on _____, based on a recommendation from the Building Review Board, the City Council approved the architectural design, massing, detailing and exterior materials for Chase Bank and construction of the building is underway at the time of this writing; and

WHEREAS, the Tenant desires to install signage and exterior lighting ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Tenant 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 July 5, 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 B-1, Neighborhood Business 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 the Tenant'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. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- D. Fees and Costs. The Tenant or 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 Tenant or 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.

- E. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action, 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 Tenant and Owner have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

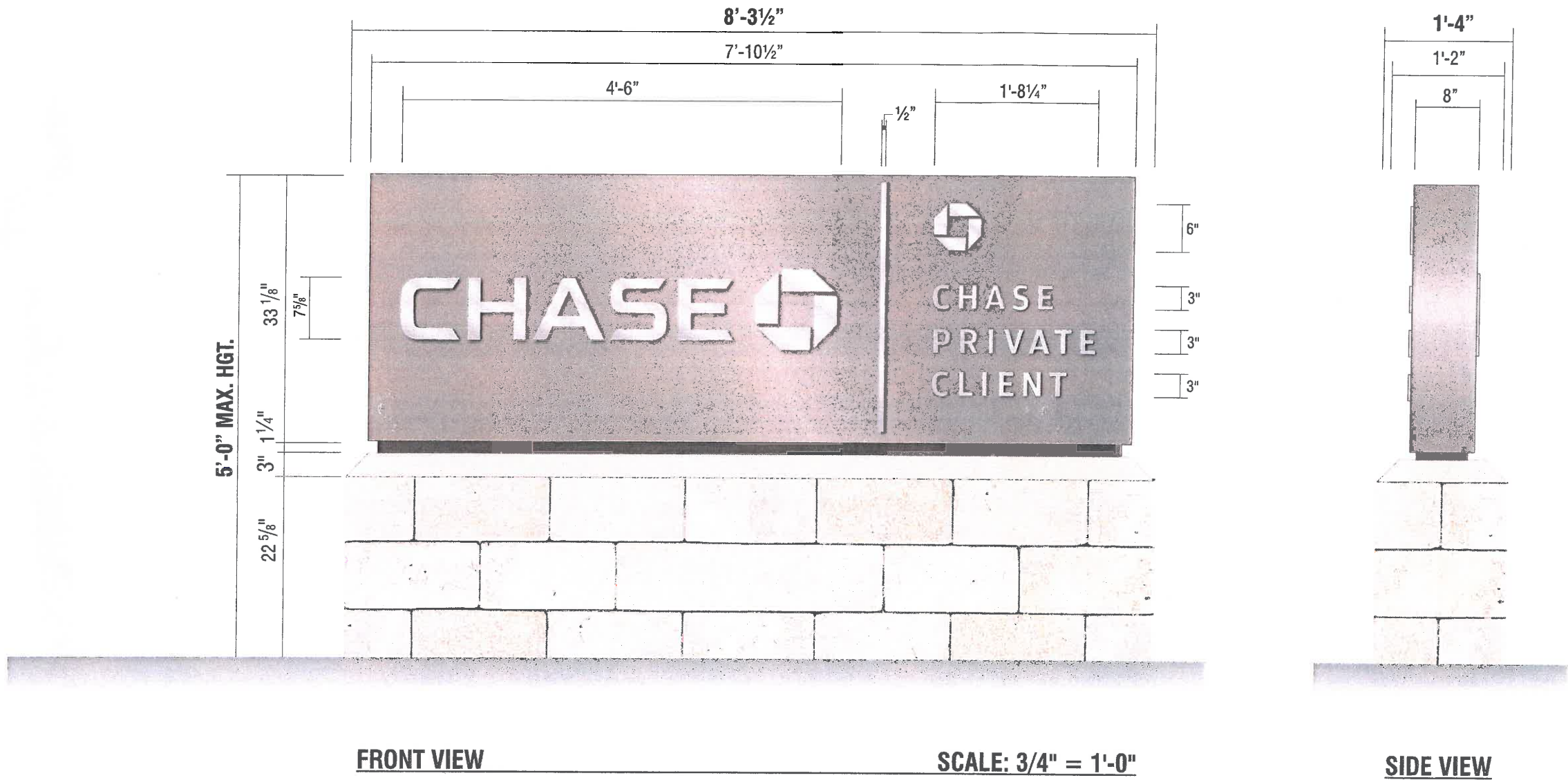
PASSED THIS __ DAY OF _____, 2018.

Mayor

ATTEST:

City Clerk

The Plans



E.1 SIGN TYPE CUSTOM DB-C/CPC-M-25-H CUSTOM STONE-CLAD BASE

MANUFACTURE AND INSTALL ONE (1) EDGE-LIT-ILLUMINATED D/F MONUMENT SIGN
CABINET: ALL ALUMINUM FABRICATION, PAINT TO MATCH MATTHEWS MP #19891 CHASE NICKEL, GLOSS FINISH.
COPY & LOGOS: 3/4" THICK CLEAR PLEX PUSH-THRU W/ 1ST SURFACE 16 GA. TYPE 304 STAINLESS STEEL FACE OVERLAYS, 1/16" THK.
FACE FINISH: #4 BRUSHED (HORIZONTAL GRAIN).
REVEAL: PAINT TO MATCH MATTHEWS MP #18248 CHASE DARK NICKEL, GLOSS FINISH.
ILLUMINATION: WHITE LEDs MOUNTED TO LATTICE WITHIN CABINET.
MONUMENT BASE: .125" ALUMINUM ANGLE CONSTRUCTION w/ LIMESTONE VENEER TO MATCH BUILDING.



Signtech™

4444 Federal Blvd. San Diego CA 92102
Phone: (619) 527-6100 / Fax: (619) 527-6111
signtech.com



**JP Morgan Chase Bank
#56459**

Lake Forest and Waukegan
884 S. Waukegan Rd.
Lake Forest, IL 60045

Initial Date: 03/01/17
Salesperson: Arthur Navarro
Coordinator: Tracey Pichierri
Designer: bjones
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY, COLORS & SIZES

Signtech does NOT provide primary
electrical to sign location -
RESPONSIBILITY OF OTHERS!

Customer Signature _____ Date _____

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and cannot be reproduced in whole or in part,
without their prior written approval.

Drawing Number: 17-00516

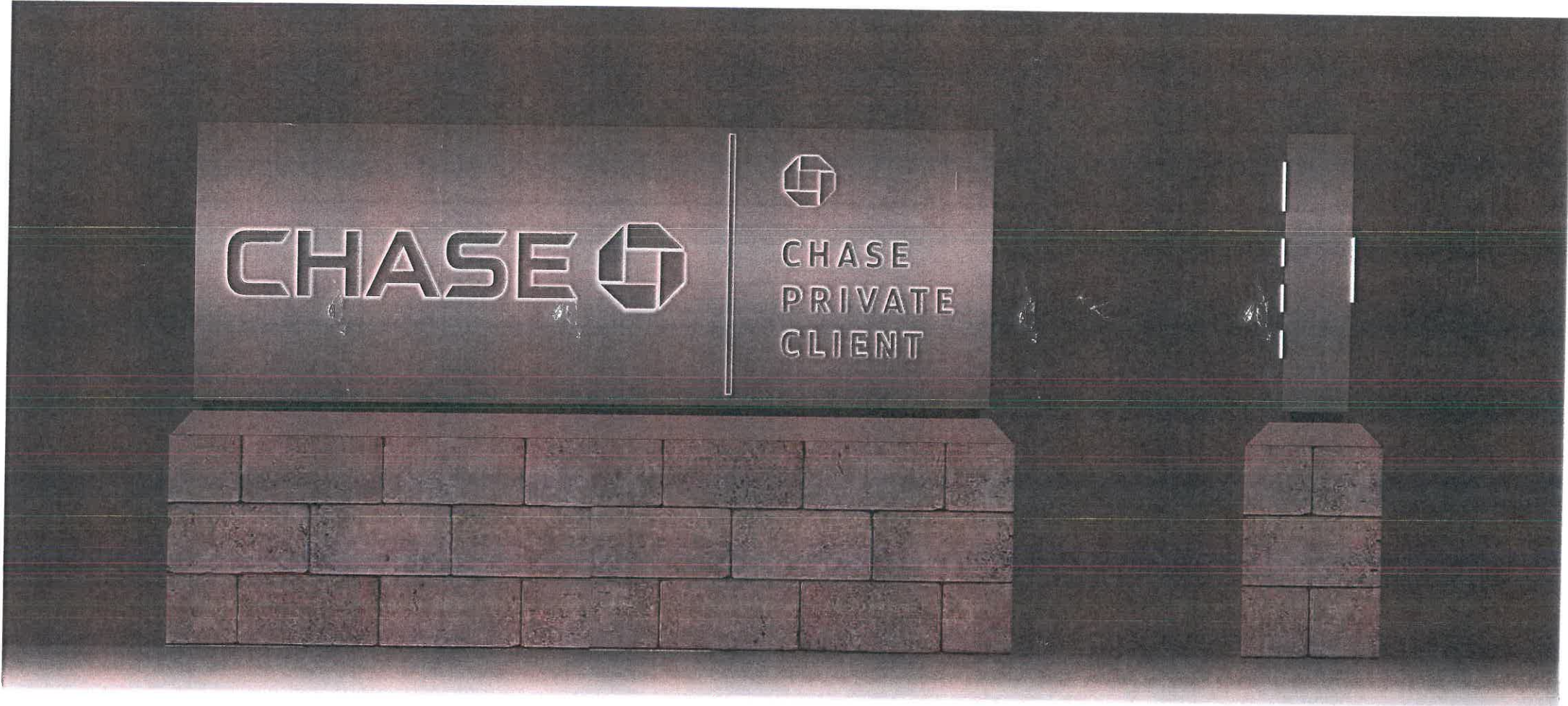
Project ID: CHASE_56459_1

PUSH-THRU LETTERS w/ EDGE-LIT WHITE LED ILLUMINATION

GROUP EXHIBIT B

The Plans

DOCUMENT SIGN - ILLUMINATED



NIGHT VIEW - FRONT

NIGHT VIEW - SIDE



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**JP Morgan Chase Bank
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Lake Forest and Waukegan
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Designer: bjones
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY, COLORS & SIZES

Signtech does NOT provide primary
electrical to sign location -
RESPONSIBILITY OF OTHERS!

Customer Signature _____ Date _____

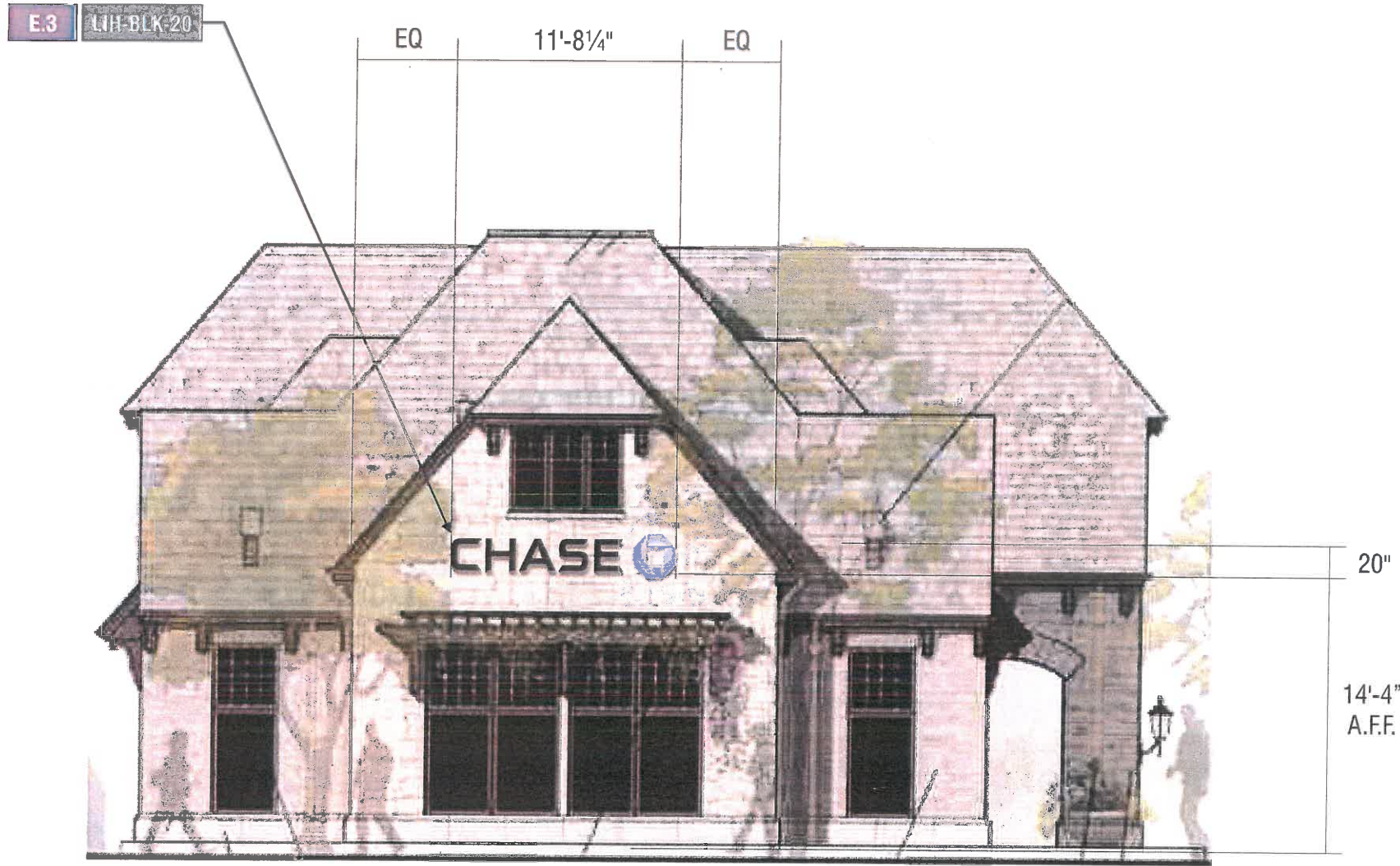
This design is the exclusive property of Signtech
and cannot be reproduced in whole or in part,
without their prior written approval.

Drawing Number: 17-00516

Project ID: CHASE_56459_1

PERMIT 0162 23.18

The Plans



EAST ELEVATION **SCALE: 1/8" = 1'-0"**



Signtech™

4444 Federal Blvd. San Diego CA 92102
Phone: (619) 527-6100 / Fax: (619) 527-6111
signtech.com



**JP Morgan Chase Bank
#56459**

Lake Forest and Waukegan
884 S. Waukegan Rd.
Lake Forest, IL 60045

Initial Date: 03/01/17
Salesperson: Arthur Navarro
Coordinator: Tracey Pichierri
Designer: bjones
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY, COLORS & SIZES

Signtech does **NOT** provide primary
electrical to sign location -
RESPONSIBILITY OF OTHERS!

Customer Signature _____ Date _____

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and cannot be reproduced in whole or in part,
without their prior written approval.

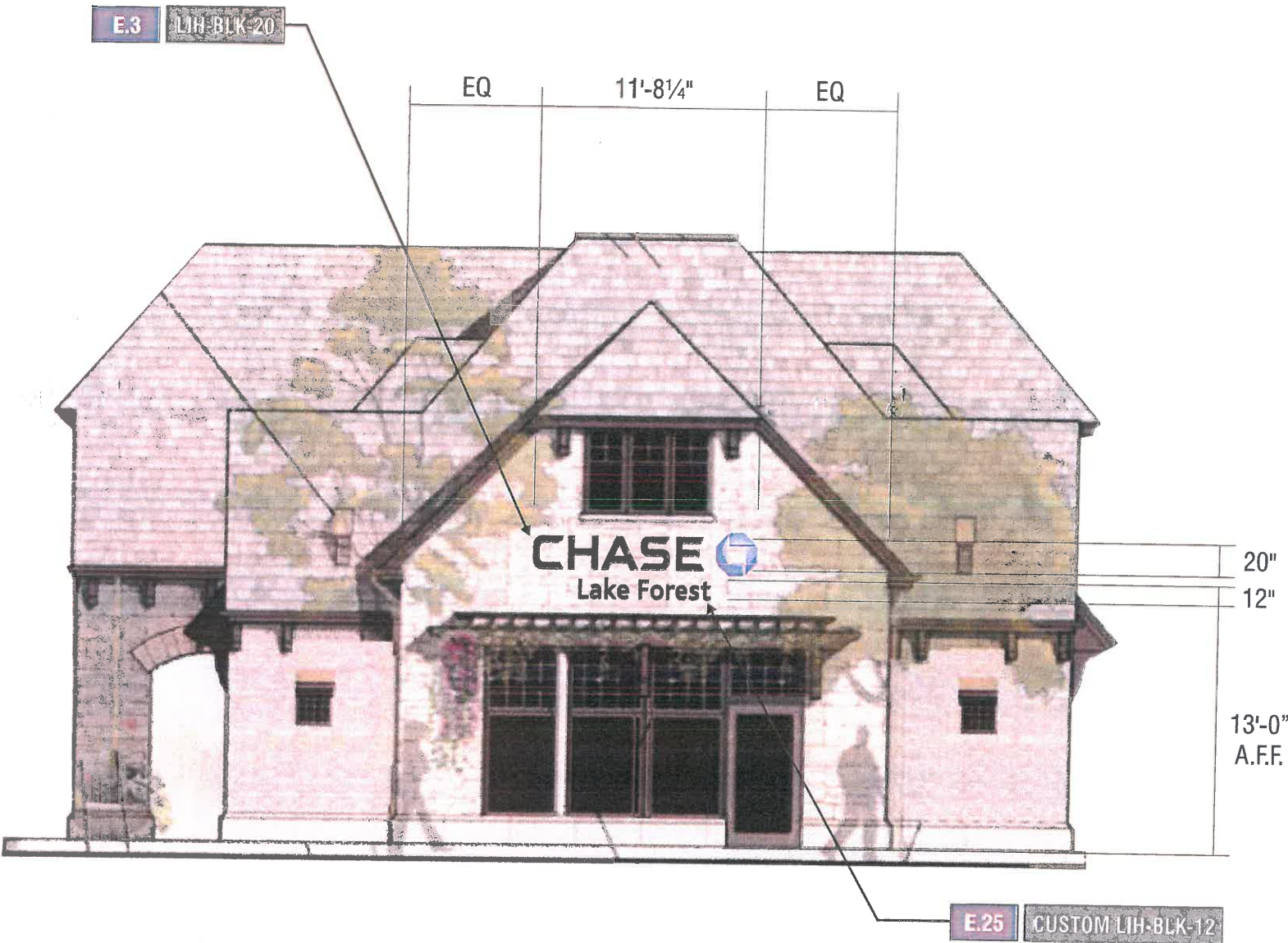
Drawing Number: 17-00516

Project ID: CHASE_56459_1

Exterior Elevation

PERMIT 01 - 5.23.18

The Plans



WEST ELEVATION **SCALE: 1/8" = 1'-0"**



Signtech™

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Phone: (619) 527-6100 / Fax: (619) 527-6111
signtech.com



**JP Morgan Chase Bank
#56459**

Lake Forest and Waukegan
884 S. Waukegan Rd.
Lake Forest, IL 60045

Initial Date: 03/01/17
Salesperson: Arthur Navarro
Coordinator: Tracey Pichierri
Designer: bjones
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY, COLORS & SIZES

Signtech does NOT provide primary
electrical to sign location -
RESPONSIBILITY OF OTHERS!

Customer Signature _____ Date _____

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without their prior written approval.

Drawing Number: 17-00516

Project ID: CHASE_56459_1

Exterior Elevation

PERMIT **0164** 23.18

**CITY OF LAKE FOREST
LAKE COUNTY, ILLINOIS**

ORDINANCE _____

AN ORDINANCE APPROVING A CABLE FRANCHISE AGREEMENT

WHEREAS, the City of Lake Forest is an Illinois home rule municipal corporation organized and operating under the Constitution and Laws of the State of Illinois;

WHEREAS, the Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11, grants municipalities authority to license, franchise and tax cable operators;

WHEREAS, the City is a “franchise authority,” as defined in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521, et seq. (the “Cable Act”);

WHEREAS, the City Council desires, and finds it in the best interest of the health, safety, morals and welfare of the City, to grant a cable franchise, pursuant to all of the foregoing authority, to COMCAST OF ILLINOIS XII, LLC, for the purpose of operating a cable system within the City’s boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Lake Forest, Lake County, Illinois, in exercise of its home rule power, as follows:

1. Recitals. The City Council finds the foregoing recitals to be true and correct and hereby incorporates the same as though fully set forth herein. It is the City Council’s intent for the actions described herein to be interpreted as an exercise of the foregoing authorities to the fullest extent permitted by law.

2. Grant of Franchise. The City Council hereby approves a Cable Television Franchise Agreement in the form attached hereto as Exhibit “A” and, further, subject to Grantee’s strict compliance with the terms and conditions of such Cable Television Franchise Agreement, grants a cable franchise to COMCAST OF ILLINOIS XII, LLC (the “Grantee”).

3. Term. The cable franchise granted herein shall be for a term of ten (10) years.

4. Effective Date. This Ordinance and the Franchise granted herein shall be effective as of November 1, 2018.

5. Repealer. Ordinance 2008-35, passed November 4, 2008, is hereby repealed as of the Effective Date of this Ordinance.

6. Superseding Effect. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the City to the extent of any conflicts. Except for the foregoing limitation, the Grantee's operation of its Cable System pursuant to the Cable Television Franchise Agreement remains subject to all terms and conditions of applicable codes and ordinances of the City of Lake Forest including, without limitation, building codes and regulations concerning the construction and design of public improvements.

SO ORDAINED this _____ Day of _____, 2018, at Lake Forest, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

Robert T.E. Lansing, Mayor

ATTEST:

Date: _____

Margaret Boyer, City Clerk

EXHIBIT A
CABLE TELEVISION FRANCHISE AGREEMENT

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
COMCAST OF ILLINOIS XII, LLC
AND
THE CITY OF LAKE FOREST**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between The City of Lake Forest, Illinois (hereinafter, the “City”), an Illinois home rule municipal corporation, and Comcast of Illinois XII, LLC (hereinafter, “Grantee”), this ____ day of November, 2018 (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq., the Illinois Constitution of 1970, including the City’s home rule powers, and the Illinois Municipal Code, as amended from time to time, including without limitation, 65 ILCS 5/11-42-11 (the “Municipal Code”); provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, unless otherwise defined in this Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, as the Cable Act is defined in this Section.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

“Cable Operator” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means any Person or group of Persons: who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed and used solely to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Act, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"City" means The City of Lake Forest or its designees.

"City Code" means The City Code of Lake Forest, as it has been and may, from time to time hereafter, be amended.

"Customer", “Cable Subscriber” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to Section 626 of the Cable Act [47 U.S.C. §§ 546]), issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, ordinance or otherwise, which authorizes the construction or operation of a Cable System.

“Franchise Agreement” means this agreement, as it may be amended from time to time.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XII, LLC

“Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees on all tiers of Cable Service, advertising

and home shopping revenue, installation fees, and equipment rental fees. Gross Revenue shall also include such other revenue sources directly related to the provision of Cable Service as may now exist or hereafter develop from the operation of the Cable System within the City, provided that such revenues, fees, receipts, or charges may lawfully be included in the Gross Revenue base for purposes of computing the City's permissible Franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority. In the event there is or becomes a conflict between the lists herein described and then applicable generally accepted accounting principles, the latter shall prevail.

The City intends and desires to collect Franchise Fee revenue on the Franchise Fee as well as all non-subscriber revenue pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th 1997) and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003), respectively.

"Illinois Level Playing Field Statute" means Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11.

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement. The Parties agree that Conway Farms Office Park is not part of the Initial Franchise Service Area.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531.

"Public Way" shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Right of Way Ordinance” means Title X, Chapter 98, Section 98.105, et seq., entitled “Construction of Utility Facilities in the Public Rights-Of-Way.” adopted by Ordinance 07-37, and amended from time to time.

“Second Report and Order” means the Second Report and Order issued by the FCC in the rulemaking proceeding captioned as “In The Matter of Implementation of Section 621(A)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act Of 1992,” released November 6, 2007.

SECTION 2: Grant of Authority

2.1. Grant of Franchise. The City, by City Ordinance No. _____, grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain a Cable System in any Public Ways in the Franchise Area which includes such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide Cable Services, or such other services as may be lawfully allowed, over the Cable System.

2.2. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the City for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws, codes and ordinances enacted by the City pursuant to such police power.

2.3. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law.

2.4. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, 47 U.S.C. §546, as amended.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to authorize the use of Public Ways for public purposes or to perform any public works or public improvements of any description, (B) be construed as a waiver of any laws, codes or ordinances of general applicability promulgated or enforceable by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

A. Additional Franchise. In the event the City grants an additional Franchise to use and occupy the Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with applicable federal, state and local law, including the Illinois Level Playing Field Statute, but subject to the distinctions between new entrants and incumbents described by the Second Report and Order..

B. Franchise or Similar Application. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall notify Grantee of such filing and include a copy of such application to the Grantee.

SECTION 3: Construction and Maintenance of the Cable System

3.1 Construction Standards. Except as otherwise provided in this Agreement, Grantee shall comply with all the requirements established in the City Code including the Right of Way Ordinance.

3.2. Undergrounding and Beautification Projects. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without jeopardizing the Cable System's ability to comply with signal quality technical standards enforce by the Commission. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of the aerial portion of its Cable System contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding. Grantee shall be entitled to reimbursement of its relocation costs under this Section from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Public Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.3. Removal, Relocation or Modification. Consistent with Paragraph 3.2 above, any removal, relocation or modification of the Cable System shall be governed by Section 98.122 of the City Code.

3.4 Restoration of Private Property. The Grantee agrees that the clean up and restoration requirements described in Section 98.123 of the Right-of-Way Ordinance shall apply to any damage to private property directly caused by construction in the right-of-way. The time period provided for restoration may be extended a reasonable term by the Director of Public Works for good cause, as determined in his reasonable discretion.

SECTION 4: Service Obligations

4.1. General Service Obligation.

A. **Initial Service Obligations.** As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service throughout the Initial Franchise Service Area. The Grantee shall continue to provide Cable Service in the Initial Service Area throughout the term of this Agreement and, Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

B. **Expansion of Franchise Area.** The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new dwelling units or previously unserved dwelling units located within 125 feet of the Grantee's distribution cable.

C. **Extension of System and Service.** The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards as well as areas not covered in the Initial Franchise Service Area. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Intentionally omitted.

4.3. **Technical Standards.** The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R. §76.601 *et seq.* as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on Subscriber complaints which reasonably indicate a material problem with the Cable System.

4.4. **Customer Service Obligations.** The City and Grantee acknowledge and agree that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* and Title XI, Chapter 119 of the City Code (Cable and Video Customer Protection Law). Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* and Title XI, Chapter 119 of the City Code.

4.5 **New Developments.** In cases of annexation, new construction or property development where utilities are to be placed underground, the City agrees to require the developer or property owner to provide the Grantee written notice concurrent with notice to the other utilities of such construction or development, and of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals, and/or vaults and laterals for the Cable System. The Grantee shall also provide specifications to the developer or property owner as needed for trenching. If advance notice of such developments is not provided,

the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

A. Service to Public Buildings. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each eligible building located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable. "Eligible buildings" include those defined in the aforesaid law and are those buildings owned or leased by units of local government for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

C. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees.

A. Amount. The Grantee shall pay to the City a Franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage rate for Franchise fees than any other Person paying a video service provider fee or similar fee under state authorization or otherwise providing similar service in the Franchise Area. For any Franchise Fee payments owed by Grantee in accordance with this Section 5.1 which are not made on or before the due dates, Grantee shall make such payments including interest at the prime lending rates as quoted by Chase Bank U.S.A. or its successor, whichever is higher, computed daily from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

B. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such amendment.

C. Due Date. The payment of Franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each Franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise fees paid during that period, including the Gross Revenues for the Cable System.

D. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Fees Subject to Audit.

The City and the Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Request For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The City and Grantee agree that the audit procedures set forth in the Local Government Taxpayer's Bill of Rights Ordinance, Section 39.233 of the Code, shall be applicable to any audit of PEG Capital payments provided for in this Franchise Agreement.

5.3. Books and Records.

A. Access to Books and Records. Upon fourteen (14) days' notice to Grantee, the City or its designated independent representative shall have the right to examine books and records reasonably related to Grantee's compliance with its obligations under this Agreement, including the fees described in Sections 5.1 and 8.5 of this Agreement. The City shall have no right to examine any aspect of the books and records that does not reasonably relate to Grantee's obligations under this Agreement.

B. Confidentiality and Proprietary Information. Notwithstanding anything to the contrary set forth herein, Grantee is not required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee and designated as proprietary and confidential and only to disclose it to those officials, employees, representatives, and agents of the City that have a need to know in order to administer and enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design,

customer lists, marketing plans, financial information unrelated to the calculation of Franchise fees or other amounts due under this Agreement or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the City's representative. Grantee shall cooperate in responding to any request made upon the City under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, to the extent a request includes public records in the custody or control of Grantee and are not considered proprietary or confidential in nature. In the event that the City has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request to the extent permitted by law and at Grantee's expense. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfers and Changes of Control

6.1. Transfers of Interest. Neither the Grantee nor any other Person may assign or transfer this Franchise Agreement or the Franchise or sell, assign or transfer the Cable System without the prior written consent of the City as provided for in Section 617 of the Cable Act, 47 U.S.C. §537, and 47 C.F.R. §76.502, or their respective successor in state or Federal law. A transfer of control of the Grantee is defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee.

6.2. Exceptions. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. Requirements. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537 and 47 C.F.R. §76.502. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control

pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain coverages as set forth in Title IX, Chapter 98.112 of the City Code including but not limited to Comprehensive General Liability, Auto and Employee Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the Indemnitees may be liable under the laws of the State of Illinois.

7.2.2 Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational, and Governmental (PEG) Access

8.1 **PEG Capacity.** Throughout the term of this Franchise Agreement, Grantee shall provide capacity at no charge to the City for the City's non-commercial PEG access programming through the Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Grantee provides two (2) channels (the

“Initial Channels”) for utilization by the City. As provided for in paragraphs 8.2A-B below, the Grantee may provide one (1) additional channel (the “Additional Channel”) for the City’s non-commercial PEG access programming. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, said Initial Channels, and if applicable the Additional Channel, shall be carried on the most basic service tier offered by the Grantee.

8.2 Threshold Use Requirement.

A. , The City may request an Additional Channel; provided, however, the City must demonstrate that the Threshold Use Requirement is satisfied. For the purposes of this Agreement, the term “Threshold Use Requirement” means that the Initial Channels shall be programmed by the City at least eight (8) hours per day with non-repetitive, locally-produced video programming, Monday through Saturday, for a minimum of six (6) consecutive weeks. The City shall provide the Grantee with written documentation evidencing that the Threshold Use Requirement is being satisfied. Grantee shall have one hundred twenty (120) days from receipt of the City’s request to provide the Additional Channel. Consistent with applicable law and regulation, the Additional Channel may be located on a digital service tier offered by the Grantee.

B . Once provided pursuant to paragraph A . above, the Additional Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such Additional Channel. After the twelve (12) month period expires, the Grantee may remove or withdraw the Additional Channel if the Threshold Use Requirement is not being met. Any such removal or withdrawal shall not occur until after Grantee has given the City written notice that the Threshold Use Requirement for the Initial Channels provided as of the Effective Date of this Agreement is not being satisfied. The City shall have thirty (30) days to respond to the Grantee’s written notice indicating it has cured such condition, or state a plan showing it is taking diligent steps towards curing such condition, for which it shall be granted not less than 120 days to implement, in order to establish that the Threshold Use Requirement on the Initial Channels is or shall be satisfied.

C . Comcast Access Facility Usage. To the extent the Grantee operates and maintains public access studio facilities and equipment in the metropolitan Chicago area, Grantee agrees that these facilities and equipment will be available to residents of the City on a first-come, non-discriminatory basis for the production of public access programming consistent with the Grantee’s public access rules and procedures. Nothing herein shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

D . Enhancing PEG Access. The Grantee and the City further agree to work in cooperation to explore other economically and technically feasible means by which PEG access utilization and programming can be delivered.

E . Initial Channel Assignment. As of the effective date of this Agreement, the PEG channels described in Section 8.1 above have been assigned by the Grantee to channel numbers 17 and 19 on the basic service tier on the Grantee’s Cable System.

F . Relocation. During the term of this Franchise Agreement, if Grantee desires to change the location of a PEG channel from that listed in paragraph F above, the Grantee shall exercise good faith efforts to give the City at least 90 days’ prior notice of such relocation. The

Grantee shall cooperate with the City to notify subscribers of the change in channel number. The foregoing shall not apply to changes that are beyond Grantee's control, such as a television station under federal law requiring carriage on a channel currently used by a PEG channel.

G. Rules and Procedures for Use of PEG Access Channels. The City shall be responsible for establishing and enforcing rules for the non-commercial use of public, educational and governmental access channels and to promote the use and viewership of the channels.

H. Editorial Control. Grantee shall not exercise any editorial control over any use of PEG channels except to the extent permitted in 47 U.S.C. §531(e)..

8.3 Allocation and Use of PEG Channels.

A. By City. The PEG channels are, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channels among and between different uses and Users.

B. By Grantee. The City shall adopt rules and procedures under which the Grantee may use the PEG channels for the provision of Video Programming if the PEG channels are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4 PEG Signal Quality

A.. Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same technical standards as the remainder of the Cable System set forth in this Agreement.

B. Future Changes. Should the City determine that it wants to change or upgrade a location in service as of the Effective Date, or establish another location from which public, educational and/or governmental Video Programming is originated, the City will give the Grantee written notice detailing the change in point of origination. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time, but not later than sixty (60) days. After an agreement to reimburse the Grantee for its expenditure, including but not limited to the application of PEG Capital Fees (as defined below), the Grantee will implement any necessary System changes within a reasonable period of time, but not longer than one hundred twenty (120) days.

8.5 PEG Capital Payments for Equipment and Facilities

A. At its sole discretion, the City may designate PEG access capital projects to be funded by an external charge (the "PEG Capital Fee"). City shall send written notice of the City's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a description of the intended utilization of

the PEG Capital Fee for PEG Access Channel facilities and/or equipment (the “PEG Capital Plan”). The Grantee shall collect the external charge over a period of time sufficient to accumulate the sum required to finance the PEG Capital Plan, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary. Moreover, if the City chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City’s written request.

B. For any payments owed by Grantee in accordance with this Section 8.4 which are not made on or before the due dates, Grantee shall make such payments including interest at the prime lending rates as quoted by Chase Bank U.S.A. or its successor, whichever is higher, computed daily from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

C. Grantee and City agree that the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

8.6 Encouragement of PEG Access Cablecasting

Grantee shall list all PEG channels on its print and cablecast electronic program guides in a form comparable to listings for PEG channels in other communities where the Grantee provides service.

SECTION 9: Enforcement of Franchise

9.1 Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City’s written notice: (i) to respond to the City, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (ii) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed and request additional time from the City to complete the cure.

9.3. Enforcement. Subject to applicable federal and state law, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other relief available in equity including declaratory or injunctive relief.

9.3.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a substantial default of a material provision by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City Council shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and an audio/video recording shall be made. A copy of the recording shall be made available to the Grantee within ten (10) business days. The Grantee may, at its own expense, arrange for a written transcript of the public hearing. The decision of the City shall be in writing and shall be delivered to the Grantee in the manner authorized in Section 10.2. The Grantee may appeal such determination to an appropriate court in accordance with Section 10.6 within thirty (30) days of receipt of the City's decision.

9.4 Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to section 4.4 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Cable and Video Customer Protection Law and Title XI, Chapter 119 of the City Code; and, pursuant to Section 3.1 of this Franchise Agreement and Title IX, Chapter 98 of the City Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Public Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions.

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate

the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. All notices, consents, approvals, requests, and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given and served upon the other party by (a) hand delivery, (b) first class mail, registered or certified, return receipt requested, postage prepaid, or (c) reputable overnight courier service and addressed as follows:

To the City:

The City of Lake Forest
220 E. Deerpath
Lake Forest, Illinois 60045
ATTN: City Manager

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

Either party may change its address and addressee for notice by notice to the other party under this Section. Notice by hand delivery, and notice by overnight courier service shall be deemed received when delivered, and notice by mail shall be deemed delivered three days after placing in the United States Mail.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter of this Agreement and supersedes all prior agreements, ordinances, understandings, negotiations and communications, whether written or oral, and there are no representations or agreements among the parties except as specifically set forth in this Agreement. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority with jurisdiction over the parties, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event any provision hereof is nonetheless found by a final, non-appellable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and

performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order. If any material provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, either party may notify the other in writing that the Franchise has been materially altered by the finding of unenforceability and elect to begin the franchise renewal process provided by the Cable Act, 47 U.S.C. § 546, with the franchise expiring thirty-six (36) months from the date of service of the written notice.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed by the laws of the State of Illinois, without regard to conflict of laws, except where superseded by Federal law.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Lake County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Section 5.1B, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an ordinance by the City Council, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public not a signatory to this Agreement to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, that the City or Grantee may have under federal or state law unless such waiver is expressly stated herein.

10.10. City's Contract Rights; Exercise of Home Rule Authority. The parties hereby acknowledge and agree that the City's execution and enforcement of this Agreement, and the grant of such benefits given to the Grantee in consideration for the same, are an exercise of the City's home rule authority to enter into contracts having a bearing on the local government and affairs of the City to the extent granted or permitted by Article VII, Section 6 of the Illinois Constitution.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For The City of Lake Forest:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Illinois XII, LLC:

By: _____

Name: _____

Title: _____

Date: _____