

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, October 15, 2018, 6:30pm
City Hall Council Chambers
220 E. Deerpath, Lake Forest

Honorable Mayor, Robert Lansing

Prudence R. Beidler, Alderman First Ward	Jack Reisenberg, Alderman Third Ward
James E. Morris, Alderman First Ward	James Preschlack, Alderman Third Ward
Timothy Newman, Alderman Second Ward	Michelle Moreno, Alderman Fourth Ward
Melanie Rummel, Alderman Second Ward	Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL immediately following the Finance Committee Meeting

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Proclamation for the History Center of Lake Forest and Lake Bluff Grand Opening

A copy of the Proclamation can be found beginning on **page 13**

2. COMMENTS BY CITY MANAGER

A. Community Spotlight

- Janice Hack, Executive Director History Center of Lake Forest - Lake Bluff

B. Deerpath Golf Course Update

- Vince Juarez, General Manager, Deerpath Golf Course

3. COMMITTEE REPORTS

PUBLIC WORKS

1. Consideration of Alternative Design Options and Funding Approaches Relating to Forest Park and the North Beach Access Road Bluff

PRESENTED BY: *Robert Kiely, City Manager (810-3675) and
Michael Thomas, Director of Public Works (810-3540)*

PURPOSE AND ACTION REQUESTED: At its October 1, 2018 meeting, the City Council considered approval of an agreement for design and bidding assistance, endorsement of the design option, bidding process, and timeline for the North Beach Access Road Bluff Project (NBAR bluff project hereafter). After lengthy discussion, the matter was tabled to provide Aldermen an opportunity to seek private funding to bridge (in part or in whole), the \$1 million difference between the two design options under consideration. As the fund raising continues, tonight's discussion will provide the public with a comprehensive review of the extensive analysis and deliberations that have occurred over the past three and a half months by various Committees, City staff, and consulting engineers.

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

Some unfounded allegations have implied that the bluff failure was attributable to the recent Forest Park Demonstration Project. It should be noted that, in fact, the project and the associated engineering directed more storm water away from the bluff than had previously existed. Forest Park's project engineer, Bleck Engineering, is available this evening to discuss the project's storm water plan and its relation to the bluff if so desired.

The City has been monitoring the bluff from the South Beach Access Road to the North Beach Access Road since the fall 2016. In March 2017, the City Council received a geotechnical report reviewing various areas along the bluff that were either classified as being at a "high" or "moderate" risk for a slide. These areas included the South Beach Access Road, the area where the boardwalk has shifted, and the area that slid on June 27. This evening, staff will review the report's findings as well as options for addressing the boardwalk that was closed on June 26, 2018 following a shifting of the bluff.

After June's incident, City staff, engineers from AECOM, local construction personnel, and the Bluff Advisory Committee began evaluating design options. An update from the Bluff Advisory Committee was provided at the September 4, 2018 City Council meeting. During that meeting, Alderman Newman raised the question about a long-term funding strategy for dealing with these natural failures; a question that was raised again by a resident at the October 1 meeting. This issue will be further discussed this evening and its implications on the City's approach as it relates to the current NBAR bluff project.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	10/1/2018	Considered Design & Option Approvals; Discussion Tabled
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 approximately \$1,985,000. Importantly, funding for either option will need to come from the City's reserves unless supplemental private donations are received. City Council asked that an outside engineering firm review the options proposed by AECOM to ensure no further options or modified approaches to address the bluff slide are available. Individual reports from both Bleck Engineering and GeWalt Hamilton reviewing AECOM's proposed solutions can be found beginning on **page 27**. Also included in your packet is a copy of this evenings PowerPoint presentation beginning on **page 33**.

Following the September 24, 2018 Public Works Committee meeting, the City asked AECOM to prepare two proposals, that are included beginning on **page 14** of the agenda packet. 1A's design and construction engineering proposal is for \$136,300. 3A's design and construction engineering proposal is for \$208,000. Additionally a proposal from P. Clifford Miller Inc. to provide a comprehensive restorative landscape design for either option is included in the agenda packet beginning on **page 26**.

All design, construction engineering, and construction costs 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	TBD	N

COUNCIL ACTION: If appropriate following this evening's discussion, City Council may take one or more of the following actions:

1. Direct staff to pursue repair of the NBAR bluff per design option _____.
2. Per Section 9.0A of the City's Purchasing Directive (Specially Authorized Waiver) approve an agreement with AECOM in the amount of \$_____ for design and construction engineering services based upon option _____.
3. Per Section 9.0A of the City's Purchasing Directive (Specially Authorized Waiver) approve an agreement with P. Clifford Miller Inc. in the amount of \$_____ for landscape design based upon option _____.
4. Direct staff to begin removing or repairing the existing boardwalk that was closed in June, 2018.
5. Seek engineering design proposals for a re-designed walkway adjacent to the South Beach Access Road.

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the October 1, 2018 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 54**

COUNCIL ACTION: Approval of the October 1, 2018 City Council Meeting Minutes.

2. Acknowledge Receipt of the FY2018 Treasurer's Report

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

PURPOSE AND ACTION REQUESTED: Staff requests that the City Council acknowledge receipt of the Fiscal Year 2018 Treasurer's Report.

BACKGROUND/DISCUSSION: Pursuant to Illinois Statute, a Treasurer's Report must be filed with the City Clerk, the County Clerk, and published in a Lake Forest newspaper within six months after the end of each fiscal year. The report will be published in the October 18, 2018, edition of the Lake Forester. The report may be found beginning on **page 58**.

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Acknowledge receipt of the FY2018 Treasurer's Report

3. 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. (Final Approval)

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

PURPOSE AND ACTION REQUESTED: City staff is requesting that the City Council consider final approval 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.

At the October 1st Council meeting, the City Council heard a presentation from staff on the proposed Ordinance and Franchise Agreement and approved first reading of the Ordinance as presented. Since the first reading, City staff has received no public comments or questions about the Franchise Agreement.

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 65**. 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: Grant final 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.

4. Authorization to Dispose of City Property to N3 Sales, Inc. via GovDeals

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council authorization to dispose of surplus City equipment. Per Administrative Directive 3-2, any item staff believes has a current value of \$4,000 or more, requires City Council approval to sell. The item is sold via a public bidding process, and in this case, via on-line and multiple industry publications.

BACKGROUND/DISCUSSION: The Fire Department operates multiple vehicles designed for various fire and hazardous situations. Unit # 251, a 1991 Pierce Dash Walk-in Rescue unit, was taken out of service in August, 2018. The vehicle was originally used as a command vehicle and for transporting personnel to emergency scenes. The vehicle also provided fire personnel with an on-board cascade system to fill their air bottles. The vehicle has no firefighting capabilities and therefore has little to no use for the Fire Department. By disposing of the vehicle, it would allow the Department to reduce its fleet size and accompanying fuel and maintenance costs. Department staff has spent the past two months advertising the rescue unit to acquire the best offer possible.

Specifically, Fire Department personnel advertised in a trade journal entitled the "Daily Dispatch". The on-line publication is sent daily to thousands of Fire Departments and fire personnel across the country. The advertisement was on the website for ten weeks and did not produce any interested buyers. After publicizing on the Daily Dispatch with no interest, the rescue unit was advertised on "GovDeals.com". GovDeals provides a platform to various government agencies that allow them to sell surplus and confiscated items via the internet. The highest bid received was from N3 Sales, Inc. for \$25,000, meeting the Department's minimum requirement. Reviewing the current market and dollars received for similar units, staff believes the bid is a fair price and recommends approving the sale of the unit to the highest bidder. Upon approval by City Council, staff will notify GovDeals that the sale was approved and the transaction will proceed. Payment will be via wire transfer to The City of Lake Forest.

BUDGET/FISCAL IMPACT: Per Section 3.10 of administrative Directive 3-2, all revenues received from the sale of the rescue unit will be credited to the appropriate fund from which the item was purchased or carried in inventory; in this case, the Capital Fund.

COUNCIL ACTION: Authorization to dispose of City property to N3 Sales, Inc. via GovDeals

5. 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.

710 Green Briar Lane - The Building Review Board recommended approval of a new residence on a vacant lot and a conceptual landscape plan. Two neighbors expressed concern about drainage in the area. The Board confirmed that the preliminary grading and drainage plan was reviewed by the City Engineer and noted that a depressional area is proposed in the rear yard to mitigate the addition of impervious surface to the site. The owner of a neighboring property spoke in support of

the design of the proposed residence and a letter in support of the project was submitted by the Preservation Foundation. (Board vote: 5-0, approved)

590 Broadmoore Drive - The Building Review Board recommended approval of a new residence on a vacant lot and a conceptual landscape plan. The Preservation Foundation encouraged some further refinement of some of the roof forms and design elements as the design is finalized. A neighboring property owner voiced support for the project and asked that construction parking on the street be limited. (Board vote: 5-0, 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 85**. 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 recommendation.

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

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

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

395 Woodland Road – The Zoning Board of Appeals recommended approval of a variance to allow a three garage and an enclosed link between the garage and the residence to be constructed within the side yard setback. A neighbor expressed concern about changes to the streetscape and asked that care be taken to maintain existing vegetation in the front yard and prevent increased stormwater runoff from the property. The petitioner confirmed the intent to preserve, protect and enhance vegetation in the front yard. The Board confirmed that review and approval of the drainage and grading plan by the City Engineer will be required prior to the issuance of a permit. (Board vote: 7 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 105**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

7. Authorization for the City Manager to enter into a Professional Services Agreement with Lake County Press, Inc. on Professional Printing Services for the City Dialogue Quarterly Community-Wide Newsletter.

STAFF CONTACT: Octavius Hayes Jr., Management Intern, (847-810-3677)

PURPOSE AND ACTION REQUESTED: Staff is requesting approval for the City Manager to enter into a professional services agreement with Lake County Press for professional printing services.

BACKGROUND/DISCUSSION: The City of Lake Forest regularly contracts with outside service providers to perform professional printing services for various projects ranging from the Dialogue Seasonal Newsletter, the Recreation Seasonal Brochure, and the Dickinson Hall News Brief, which are produced and delivered throughout the community.

A "Request for Proposal" (RFP) was issued on July 12, 2018 based upon criteria, which include:

- 1) Submission Compliance
- 2) Qualifications and Experience
- 3) Quality of Work and Services Offered
- 4) Professional Firm References
- 5) Pricing

The RFP was released to approximately 20 professional printers in the area, posted on the City's website, and published in Lake County News Sun. On August 2, 2018, nine submittals were received and a selection committee, comprised of City staff, was formed to review them for compliance and evaluation.

After careful consideration, Lake County Press, the City's current vendor, was selected as the successful candidate. The basis was as follows:

- Lake County Press met the submittal guidelines, requirements, and surpassed all qualifications outlined in the RFP and demonstrated the ability to produce quality work and provide excellent client services.
- Lake County Press has extensive experience with local and municipal print projects as well as approximately 20 years of experience working with the City of Lake Forest on projects such as "the Dialogue."
- Lake County Press presented a reasonable proposal price when considering the firm's quality of service, the finished print product and the firm's consistency to deliver a high quality product.
- Lake County Press has proven to be a creative partner with the City, having helped initiate and develop the BMW brochure, and other projects including the Deerpath Golf Course brochure and Mark McMahon's City of Lake Forest Map.
- Lake County Press has continues to provide cost-saving options.
- Lake County Press is locally-owned and employs residents of Lake Forest.

BUDGET/FISCAL IMPACT: Below is a summary of the proposals that were received.

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

Company Name	Total Dollar Amount	Submission Compliance
FCL Graphics	\$16,520.00	No references received, although provided.
GovPrint	\$30,000.00	No samples of work, incomplete references.

Indiana Printing and Publishing	\$14,379.40	No samples of work.
James W. Smith Printing Company	\$23,648.00	Yes, met all guidelines
John S. Swift Company, Inc.	\$13,200.00	No samples of work nor municipal references.
Lake County Press, Inc. (current vendor)	\$26,760.00	Yes, met all guidelines.
Moor Printing Services, Inc.	\$16,040.00	No, incomplete references.
PressTech, Inc.	\$10,216.00	No samples of work.
Trend Graphics, Inc.	\$12,316.00	No samples of work.

Staff is recommending Lake County Press for professional printing services for the City "Dialogue" newsletter. The anticipated total project cost, to include post-design review, printing, mailing and delivery, shall be \$26,760.00, if the firm is awarded the contract.

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Printing – Ward, Dialogue and Town Hall	\$30,350.00	\$26,760.00	Yes

*Portion of total cost will be budgeted in future fiscal years.

The agreement with Lake County Press is intended to be for a period of one fiscal year, which will include the option of two additional, one year terms, but only a total amount of \$13,380 (half of the proposal price) will be paid in FY2019 for the Winter and the Spring editions, while the remaining \$13,380 will be paid from the future fiscal year* for Summer and Fall editions. The FY2019 Annual Budget includes an annual allocation of \$30,350 for Printing – Ward, Dialogue and Town Hall from which professional printing services may be paid. The amount requested of \$26,760 is within the amount budgeted, but any single project for which services exceed \$20,000 aggregate amount must be separately approved by the City Council.

COUNCIL ACTION: Authorization for the City Manager to enter into a Professional Services Agreement with Lake County Press, Inc. on Professional Printing Services for the City Dialogue Quarterly Community-Wide Newsletter.

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

6. ORDINANCES

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 xx** of this packet.

Office of the City Manager

October 10, 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.



Proclamation

Whereas, the Lake Forest-Lake Bluff Historical Society is now the History Center of Lake Forest and Lake Bluff; and

Whereas, the History Center's mission is to connect people and inspire curiosity by exhibiting, collecting, sharing and celebrating history; and

Whereas, the History Center of Lake Forest and Lake Bluff has an accessible Research Room that harnesses the power of a wide-ranging collection and professional staff to connect patrons with stories of the past and solve history mysteries; and

Whereas, The History Center of Lake Forest and Lake Bluff has opened a state-of-the art museum with an interactive permanent exhibit that showcases the history of our community and a temporary exhibit gallery that will have year-round rotating exhibits; and

Whereas, the History Center boasts over 500 members, who help the History Center of Lake Forest and Lake Bluff bring life to history and history to life; and

Whereas, the Mayor and Lake Forest City Council offer their support and appreciation to the History Center of Lake Forest and Lake Bluff for their dedication and hard work in maintaining our community's history for all current and future Lake Forest residents to enjoy.

Now Therefore, I, Mayor Robert T.E. Lansing and the **City Council** of the City of Lake Forest, Illinois, do hereby congratulate

The History Center of Lake Forest and Lake Bluff on the grand opening of our newest treasure.

In Witness Whereof, I have hereinto set my hand and cause the Official Seal of the City of Lake Forest, Illinois to be affixed this 15th day of October, 2018.

Robert T.E. Lansing, Mayor

Margaret Boyer, City Clerk

September 22, 2018

Sent via email (thomasm@cityoflakeforest.com)

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

RE: Proposal for Engineering Services – North Beach Access Road Bluff Failure Design and Construction
Engineering Services (OPTION 1A)
Lake Forest, IL --- Change Order

Dear Mike:

AECOM is pleased to provide you with this Change Order that includes final design and preparation of construction documents for bluff restoration for the failure that occurred along the east side of the North Beach Access Road. This proposal also includes construction engineering services. The project includes the design of a slope without structural walls as illustrated on the preliminary schematic drawings for Option 1A recently prepared by AECOM. We understand that this project will be performed in a design build style of construction which will require close coordination between AECOM and the selected Construction Contractor.

1.0 Project Understanding

The Bluff slope along the east side of the North Beach Access Road located just south of the north ravine, experienced a significant landslide extending for a width of about 80 feet and affected the entire slope. A portion of the road is closed to keep vehicular traffic away and to keep pedestrians from being too close to the area.

The proposed slope restoration will include the reconstruction of the slope to a stable slope configuration by regrading the slope, incorporating a mid-slope bench, and construction of drainage systems to control water from the sand seam that carries water to the bluff face. We will assess the lateral limits of the repair that are needed and will provide information on residual risk for future failures that could occur and should be monitored in adjacent areas.

2.0 Scope of Services

This Section summarizes the work scope that will be completed for this project.

2.1 TASK 1 – MOBILIZATION, DATA COLLECTION & REVIEW

Objectives: Obtain and review data and reports that may supplement the data collected during preparation of the planning study, and that may pertain to the design of the project.

Approach: Mobilize the design team to establish project goals and final design approach and requirements. A team mobilization meeting will be held with the key project principals to establish design and coordination protocols, procedures, goals and technical issues. Meet with City of Lake Forest staff to kick off the design effort and discuss project design approach and goals, schedule, and a summary of deliverables. Meet with stakeholders to discuss potential solutions.

2.2 TASK 2 – LAND SURVEY

Objectives: Complete a survey of the failed slope and adjacent areas as needed for final design and to supplement the preliminary surveys that have been completed.

Approach: Complete a survey of the slope and adjacent areas to supplement the available base maps. This survey is needed to add information at the failure site as well as adjacent areas that are to be affected by construction.

- Recover previously established horizontal and vertical control and extend control as needed.
- Existing work limits survey – Survey to extend for a horizontal slope distance of approximately 300 feet. As well, survey the top of slope in areas to the south of the restoration zone.
- Utility Survey – Based on utility information provided by the City of Lake Forest, develop utility map of utilities in the project area based on field survey depicting location, rim, invert, pipe size, direction and material.

Develop integrated base mapping incorporating all information above. The new topography developed from the new survey will be clipped in with prior survey contours.

Deliverables:

- Final topographic and utility base map drawing
- Cross section survey data and drawings
- Manhole and utility structure below rim details
- Survey Books

2.3 TASK 3 – GEOTECHNICAL INVESTIGATIONS AND DESIGN

Objectives: Obtain geotechnical information required for the project design and prepare a geotechnical design memorandum.

Approach: This task is focused on developing data and recommendations for final design. The geotechnical engineering work scope for the final design phase will include interpretation of subsurface explorations and laboratory testing obtained previously in the area. Following is a summary of the work scope for this task.

Geotechnical Design

AECOM geotechnical engineers will evaluate the soil boring and laboratory testing data to design the stabilization measures. We understand that the stabilization will consist of a reconstruction and regrading of the slope for the planned lateral distance for Option 1A. We will perform geotechnical stability analyses for the proposed restoration concept and use this analysis to instruct the final design configuration. Soil strength parameters will be developed from a combination of lab testing results and empirical correlations to soil index properties and SPT-N values. The analysis will be performed using the Slope/W stability modelling software to evaluate that the slope is stable and capable of supporting the proposed retaining wall system.

The geotechnical analysis will also include the development of a slope drainage system to manage water from the sand seam that exists throughout the repair area.

AECOM will prepare a design summary report prepared under the supervision of a registered Professional Engineer in the State of Illinois. The report will include boring logs and a description of the soil boring activities and conditions documented in the studies that we will rely upon as well as a summary of the design approach and calculation results.

We will provide geotechnical input to the drawings and specifications necessary for the construction of the proposed project.

Deliverables:

- Geotechnical investigations design basis memorandum including boring logs and geotechnical analyses, and recommendations for slope stability.
- Specifications for excavation, backfill soils, placement and compaction of backfill fill soils, and drainage system materials and installation.
- Geotechnical plan notes.

2.4 TASK 4 – REGULATORY PERMIT APPLICATIONS AND COORDINATION

Objective: Satisfy City of Lake Forest permit requirements

Approach: We assume that the project will need to follow City of Lake Forest building permit requirements. We assume that no significant coordination or permits will be required with outside agencies. We will include consideration of regulatory rules that apply with respect to erosion and sediment control and building department rules.

Deliverables:

- Erosion and Sediment Management Plans
- Coordination with the City of Lake Forest with respect to their applicable rules

2.5 TASK 5 – STAKEHOLDER COORDINATION AND MEETINGS

Objectives: Participate in City and Stakeholder Meetings. This includes field meetings with key stakeholders and providing support to the City in presenting the project to these groups.

2.6 TASK 6 – FINAL PLANS AND SPECIFICATIONS (BID SET)

Objective: Develop Plans and Specifications

Approach: Prepare plans and specifications and coordinate closely with Keno & Company

Deliverables:

- Stamped Plans
- Stamped Specifications
- Bound Autocadd files and .dwf files
- Bid Set Plans and Specifications (50 copies bound – plans at 11x17)

2.7 TASK 7 – FINAL DESIGN PHASE QA / QC

Objective: Completion of the Quality Assurance / Quality Control Review for the Plans and Specifications, design calculations and cost estimates.

2.8 TASK 8 – PROJECT MANAGEMENT

Objective: Overall management to provide a quality product within the established budget and schedule.

Approach: AECOM will provide reasonable project management functions to monitor adherence to project budget and schedule against contract requirements. Progress meetings will be held with the City of Lake Forest to exchange information, receive feedback, and to reach consensus. AECOM shall coordinate all services/subcontractors.

2.9 TASK 9 – CONSTRUCTION ENGINEERING

Objective: Provide construction engineering support.

Approach: AECOM will review Contractor submittals, respond to Requests for Information (RFI), issue Supplemental Engineers Instructions, and perform part-time on-site observations. We will prepare reports and photo logs following our site visits. Independently document and report on Contractor compliance with the project plans and specifications in accordance with the plans and specifications by AECOM. Assess and report Contractor deficiencies and provide input regarding acceptance or rejection of work. Provide review support for contractor payment requests.

As the project nears completion, we will provide input to the City's compilation of a punch list for the Contractor. When construction is completed, input to the City's final completion report.

The following tasks summarize activities for which we will provide engineering support:

Preconstruction Activities

Following is a summary of AECOM activities leading up to construction:

- Assist the City with the Contractor bid review.
- Provide response to regulatory agency comments that may arise.
- Pre-construction meeting

Coordination, Meetings and AECOM Team Management

This effort will include liaison between our construction engineering team and the City Team. We will attend meetings when requested. This task includes coordination and management of our team, contract and communications with the city.

Design Engineer Services during Construction

The scope of this task will be limited to the review of contractor submittals and information requests. We assume that AECOM will be responsible for review of the following Contractor submittals:

- Road and utility design
- Drainage Systems
- Construction materials
- Fill material
- Geotechnical issues
- Shop drawings

The AECOM level of effort for submittal review is dependent on the degree to which the City requires our support and on the quality of the Contractor's submittals. During the course of construction, we anticipate the contractor will submit RFI's that may require AECOM input. We will respond to requests as directed by the City.

Construction Observation

This task will include on call part-time construction observation. We plan to visit the site periodically each week and as requested by the City to support construction engineering needs. While on-site, the AECOM field observations will be documented in a project logbook, in daily reports, and with photographs.

3.0 Proposed Budget

The proposed budget is summarized on Table 1. We propose to perform the above referenced work scope on a time and materials basis with a not to exceed budget cap as summarized on Table 1. This budget limit will not be exceeded without your prior approval.

4.0 Contract Terms and Conditions

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. The fee schedule will be a direct labor multiplier of 2.8. 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

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Responsible for Payment and Accepted by:

Signature: _____

Name: (please print) _____

Title: (please print) _____

Firm: _____

Date: _____

Table 1

Design Budget

Task No.	Description		Budget	
			Task	Subtotal
1	Mob, DC & Review			\$4,400
2	Land Survey			\$7,000
3	Geotechnical:			\$30,600
3.2		Design Input	\$24,000	
3.3		Specifications	\$6,600	
4	Regulatory Issues			\$2,200
5	Meetings			\$6,800
6	Plans and Specs:			\$27,200
6.2		Plans	\$22,200	
6.3		Specifications	\$5,000	
7	QA/QC			\$4,500
8	Project Management			\$5,600
Design Engineering SubTotal Cost				\$88,300

Construction Engineering Budget

TASK 9	DESCRIPTION	BUDGET (\$)
	Preconstruction Support	\$2,000
	Construction Submittal Reviews	\$10,000
	Request For Information Reviews	\$10,000
	Construction Field Observations:	\$21,000
	Project Management, Meetings and Coordination	\$5,000
CONSTRUCTION ENGINEERING SUBTOTAL COST		\$48,000

September 22, 2018

Sent via email (thomasm@cityoflakeforest.com)

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

RE: Proposal for Engineering Services – North Beach Access Road Bluff Failure Design and Construction
Engineering Services (OPTION 3A)
Lake Forest, IL --- Change Order

Dear Mike:

AECOM is pleased to provide you with this Change Order that includes final design and preparation of construction documents for bluff restoration for the failure that occurred along the east side of the North Beach Access Road. The project includes the design of a slope without structural walls as illustrated on the preliminary schematic drawings for Option 3A recently prepared by AECOM. We understand that this project will be performed in a design build style of construction which will require close coordination between AECOM and the selected Construction Contractor.

1.0 Project Understanding

The Bluff slope along the east side of the North Beach Access Road located just south of the north ravine, experienced a significant landslide extending for a width of about 80 feet and affected the entire slope. A portion of the road is closed to keep vehicular traffic away and to keep pedestrians from being too close to the area.

The proposed slope restoration will include the reconstruction of the slope to a stable slope configuration by filling to buttress the slope, incorporating a mid-slope bench, and construction of drainage systems to control water from the sand seam that carries water to the bluff face. The North Beach Access Road will be reconstructed 30 feet to the east and will require fill on the beach and a stone revetment. We will assess the lateral limits of the repair that are needed and will provide information on residual risk for future failures that could occur and should be monitored in adjacent areas.

2.0 Scope of Services

This Section summarizes the work scope that will be completed for this project.

2.1 TASK 1 – MOBILIZATION, DATA COLLECTION & REVIEW

Objectives: Obtain and review data and reports that may supplement the data collected during preparation of the planning study, and that may pertain to the design of the project.

Approach: Mobilize the design team to establish project goals and final design approach and requirements. A team mobilization meeting will be held with the key project principals to establish design and coordination protocols, procedures, goals and technical issues. Meet with City of Lake Forest staff to kick off the design effort and discuss project design approach and goals, schedule, and a summary of deliverables. Meet with stakeholders to discuss potential solutions.

2.2 TASK 2 – LAND SURVEY

Objectives: Complete a survey of the failed slope and adjacent areas as needed for final design and to supplement the preliminary surveys that have been completed.

Approach: Complete a survey of the slope and adjacent areas to supplement the available base maps. This survey is needed to add information at the failure site as well as adjacent areas that are to be affected by construction.

- Recover previously established horizontal and vertical control and extend control as needed.
- Existing work limits survey – Survey to extend for a horizontal slope distance of approximately 300 feet. As well, survey the top of slope in areas to the south of the restoration zone.
- Utility Survey – Based on utility information provided by the City of Lake Forest, develop utility map of utilities in the project area based on field survey depicting location, rim, invert, pipe size, direction and material.

Develop integrated base mapping incorporating all information above. The new topography developed from the new survey will be clipped in with prior survey contours.

Deliverables:

- Final topographic and utility base map drawing
- Cross section survey data and drawings
- Road relocation area survey
- Manhole and utility structure below rim details
- Survey Books

2.3 TASK 3 – GEOTECHNICAL INVESTIGATIONS AND DESIGN

Objectives: Obtain geotechnical information required for the project design and prepare a geotechnical design memorandum.

Approach: This task is focused on developing data and recommendations for final design. The geotechnical engineering work scope for the final design phase will include interpretation of subsurface explorations and laboratory testing obtained previously in the area. Following is a summary of the work scope for this task.

Geotechnical Design

AECOM geotechnical engineers will evaluate the soil boring and laboratory testing data to design the stabilization measures. We understand that the stabilization will consist of a reconstruction and regrading of the slope for the planned lateral distance for Option 1A. Additional information will be collected for the road relocation design. We will perform geotechnical stability and foundation analyses for the proposed restoration concept and use this analysis to instruct the final design configuration. Soil strength parameters will be developed from a combination of lab testing results and empirical correlations to soil index properties and SPT-N values. The slope analysis will be performed using the Slope/W stability modelling software to evaluate that the slope is stable and capable of supporting the proposed retaining wall system.

The geotechnical analysis will also include the development of a slope drainage system to manage water from the sand seam that exists throughout the repair area.

AECOM will prepare a design summary report prepared under the supervision of a registered Professional Engineer in the State of Illinois. The report will include boring logs and a description of the soil boring activities and conditions documented in the studies that we will rely upon as well as a summary of the design approach and calculation results.

We will provide geotechnical input to the drawings and specifications necessary for the construction of the proposed project.

Deliverables:

- Geotechnical investigations design basis memorandum including boring logs and geotechnical analyses, and recommendations for slope stability.
- Specifications for excavation, backfill soils, placement and compaction of backfill fill soils, and drainage system materials and installation.
- Geotechnical plan notes.

2.4 TASK 4 – REGULATORY PERMIT APPLICATIONS AND COORDINATION

Objective: Satisfy City of Lake Forest permit requirements

Approach: We assume that the project will need to follow City of Lake Forest building permit requirements. We assume that no significant coordination or permits will be required with outside agencies. We will include consideration of regulatory rules that apply with respect to erosion and sediment control and building department rules.

Deliverables:

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The proposed budget is summarized on Table 1. We propose to perform the above referenced work scope on a time and materials basis with a not to exceed budget cap as summarized on Table 1. This budget limit will not be exceeded without your prior approval.

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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: _____

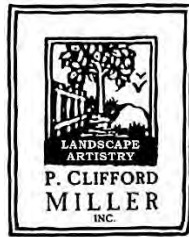
Date: _____

Table 1
Option 3A Design Budget

<i>Task No.</i>	<i>Description</i>		<i>Budget</i>	
			<i>Task</i>	<i>Subtotal</i>
1	Mob, DC & Review			\$8,000
2	Land Survey			\$8,000
3	Geotechnical:			\$51,000
3.2		Design Input	\$40,000	
3.3		Specifications	\$11,000	
4	Regulatory Issues			\$3,000
5	Meetings			\$12,000
6	Plans and Specs:			\$49,000
6.2		Plans	\$40,000	
6.3		Specifications	\$9,000	
7	QA/QC			\$8,000
8	Project Management			\$10,000
Design Engineering SubTotal Cost				\$149,000

Option 3A Construction Engineering Budget

TASK 9	DESCRIPTION	BUDGET (\$)
	Preconstruction Support	\$2,000
	Construction Submittal Reviews	\$12,000
	Request For Information Reviews	\$12,000
	Construction Field Observations:	\$28,000
	Project Management, Meetings and Coordination	\$5,000
CONSTRUCTION ENGINEERING SUBTOTAL COST		\$59,000



October 11, 2018

Michael Thomas
Director of Public Works
City of Lake Forest
800 N. Field Dr.
Lake Forest, IL 60045

Re: North Beach Access Road

Dear Mr. Thomas,

P. Clifford Miller, Inc. is pleased to present this proposal for the development of a landscape restoration plan for the areas disturbed as a result of the regrading/shaping of the north bluff at Forest Park as per our conversations and AECOM's engineered plans.

The plan will be based on eco-modeling, so that the finished areas will blend into the existing forest flanking both sides of the repair area. This will create a seamless transition over time and the restored area will match the surrounding forest.

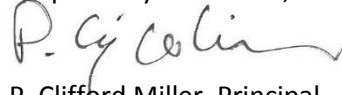
We will provide a schematic landscape plan that will illustrate all plants, seed mixes, and the locations necessary to reconstruct the disturbed areas. Construction documents and specifications are not included in this proposal and, if necessary, will be priced separately.

The price for the above referenced plan is:

____ OPTION 1A \$12,855.00
____ OPTION 3A \$18,740.00

Thanks you for the opportunity to be of service and we look forward to working with you to complete the project. Please put a checkmark on the option you decide to go with and, as an authorized representative of the City, your signature on this proposal will constitute a contract between PCM Landscape Artistry and the City of Lake Forest.

Respectfully submitted,


P. Clifford Miller, Principal

Michael Thomas, Director of Public Works, City of Lake Forest

Date

P. Clifford Miller, Inc.
736 N. Western Ave. Suite 166
Lake Forest, IL 60045

Peer Review of Forest Park North Beach Access Road Bluff Stabilization Efforts Under Consideration

October 9, 2018

Introduction

Bleck Engineering Company undertook a review of the options currently being considered to stabilize the bluff slope adjacent to the North Beach Access Road at Forest Park. The review was to consider the cost of the work, preservation of the tableland, long-term stabilization of the bluff slope as well as safety to the public.

Existing Documents Reviewed

1. AECOM Letter, March 1, 2017, "Forest Park Bluff & Ravine Restoration Feasibility Study".
2. AECOM Topography, January 23, 2017 "Slope Banding Figures".
3. AECOM Slope Stability Analysis, November 3, 2009 (Project #60101412).
4. Forest Park Bluff Tree Inventory.
5. Forest Park Bluff PowerPoint Presentation, October 1, 2018.

Current Assessment

The bluff at Forest Park is a typical coastal bluff located along Lake Michigan. These bluffs are generally formed from glacial till deposits containing layers of different types of soils. The soils are predominantly cohesive (silt and clay) with some layers of stone and sand.

There are several different means that may lead to the instability of bluff slopes. One of which is the severity of the slope along the bluff face, which is the predominant factor at this location. AECOM undertook a topographic survey of the bluff where they identified the top of the bluff in this area as having the greatest susceptibility to movement since the grade of the slope ranges between 1.25:1 and 1:1. Generally, bluff slopes along Lake Michigan are stable with slope grades less than 22° (2:1). Slopes greater than 2:1 are inherently unstable and are susceptible to failure. A slope stability analysis undertaken on the Forest Park bluff south of this location determined that the bluffs are marginally stable for the existing condition with safety factors below the recommended 1.3 factor of safety. Based on the aforementioned, regrading the bluff to at least a 2:1 slope is a long-term viable solution to stabilize the bluff (Option 1 and 3).

To preserve the tableland as well as the existing North Beach Access Road the top section of the bluff can be stabilized by constructing a retaining wall (Option 2). However, this would require construction equipment and materials to cross the tableland in order to access the site where the retaining wall would need to be

constructed. Trees in this area will likely be negatively impacted which contradicts the intent of the retaining wall, which is to preserve the trees.

Another option to consider was to delay any rehabilitative work in the near term and monitor the movement of the bluff slope. The AECOM Bluff Stability Report stated that normal movement (creep) was noted in the bluff slope, which can be measured with the use of inclinometers. However, this type of monitoring cannot be considered an ideal system in identifying when a slope failure will actually occur making it unreliable from a standpoint of safety.

Summary – Recommendation

The following is a summary of our findings:

- Bleck Engineering concurs with the rehabilitative options (1A and 3A) currently under consideration, which involve regrading the face of the bluff to a slope no greater than 2:1 and to extend the regrading efforts further south past the area of the recent slope failure. These two options provide the greatest long-term stability of the bluff and safety to the public.
- In considering the two options The City of Lake Forest should take into consideration that the 0.29 ac. reduction in the tableland under Option 1A represents approximately 36% of the total wooded tableland in this specific area. Although trees will be lost, many will still remain. Also, relocating the access road lakeward Under Option 3A would make it more susceptible to damage by waves from Lake Michigan, especially at higher lake levels. (The lake level is currently 1.52 feet above the long-term average, and 1.96 feet below the maximum lake level of 1986).
- Bleck Engineering recommends that this work be undertaken in its entirety and not segmented over a given period of time. The slope failure that recently occurred was not a partial failure. It involved the entire face of the bluff slope. Any remediation efforts need to include the entire slope face.

Michael G. Bleck, P.E.
Matthew G. Bleck, E.I.T.
Kenneth M. Magnus, P.E., CFM

MEMORANDUM

To: Michael Thomas, Public Works Director
City of Lake Forest

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

From: Dan Strahan, P.E., CFM
Gewalt Hamilton Associates

Date: October 12, 2018

Re: North Beach Access Road
Project Scope Review

Project Understanding

On June 27, 2018 an approximate 80-foot section of bluff adjacent to the North Beach Access Road at Forest Park failed, resulting in the closure of this northern access point to the City beach. The City has retained AECOM to develop design alternatives to address this condition and plans to utilize a Design-Build approach to minimize the construction timeframe. AECOM presented five potential options to the City Council for consideration on September 4, 2018:

- Option 1- Regrade the existing slope, excavating to a 2:1 slope with an 8-10' bench area.
- Option 1A- Extend Option 1 to include the adjacent high risk area south of the bluff failure.
- Option 2- Regrade the existing slope with a 13' high retaining wall.
- Option 3- Reconstruct the North Beach Access Road & fill to a 2:1 slope with an 8' bench area.
- Option 3A- Extend Option 3 to include adjacent high risk area south of the bluff failure.



Figure 1- City Photo of Slope Failure

The City has requested that GHA review the documentations and recommendations submitted by AECOM to date and provide a review of the project scope. Our review is based on the following documents and information provided by the City:

- Forest Park Bluff and Ravine Restoration Feasibility Study, prepared by AECOM, dated March 1, 2017.
- Forest Park Lake Michigan Bluff Evaluation (4 sheets), prepared by AECOM, dated October 27, 2016.
- Powerpoint slides presented to City Council on 9/4/2018 and 10/1/2018.
- Email and follow up discussions with City staff.
- GHA site visit on Friday, October 5, 2018.

It is noted that GHA did not conduct a detailed geotechnical analysis, take or analyze soil samples, or perform detailed reviews of engineering plans. The scope of this review is limited to a general review of the design concepts presented to the City Council by AECOM.



Review of Design Options

Option 1/1A – Slope Regrading

Options 1 & 1A involve excavation of the existing bluff to create a 2:1 slope, with a mid-slope bench 8'-10' in width. Existing slopes in the area of the failure are generally between 1:1 and 1.5:1. This approach has the lowest estimated cost of the three design options, ranging from \$685,000-\$970,000, with the tradeoff of greater impacts to the tableland and trees within this area.

This approach would be the least complicated from a design standpoint and would help expedite the construction schedule. As noted above, this approach would result in the largest tree impact on the tableland area, with approximately 17 mature, impacted trees for Option 1A. An additional 31 trees are small enough in size to be transplanted if this option is pursued. The 17 trees identified for removal include 8 White Oaks (20"-32" in diameter), 3 Red Oaks (23"-32"), 5 Sugar Maples (5"-24"), and 1 Siberian Elm (16"). The 17 trees total 360 inches in diameter. Three trees were noted to be in poor condition, three in fair condition, and eleven trees in good condition.

Option 2 – Regrading with Retaining Wall

Option 2 is similar to Option 1, with excavation of the existing bluff to create a 2:1 slope with the addition of a 13' high retaining wall near the top of the bluff slope to minimize impacts to the tableland area. This approach has an estimated cost of \$1.5 million. This option was reported on at the September 4, 2018 council meeting but was not selected as a final option for consideration. The retaining wall would reduce the number of impacted tableland trees from 17 to 6.

Construction of a retaining wall near the top of the slope is a feasible way to reduce impacts to the tableland trees. However, the tradeoff is an increased price tag and a greater long-term maintenance cost when compared to Options 1 & 1A.

Option 3/3A – Road Reconstruction & Fill

Options 3 & 3A differ substantially from Options 1 & 2 in that the proposed 2:1 slope is achieved through fill as opposed to excavation. The existing North Beach Access Road would be relocated approximately 30' east, with 2:1 slopes and an intermediate bench area. The construction cost ranges from \$1,810,000 to \$1,985,000 and would maintain the existing tableland area, eliminating the tree impacts of Options 1 & 1A; however, there are also trees south of the existing access road location that may be impacted by this option that would not be affected by Options 1 & 1A. The existing roadway is in good condition and does not currently require any repair or maintenance.

We would concur with the use of 2:1 slope (with appropriate vegetation and erosion control blanket) as an appropriate maximum slope for each of the design options under consideration. Under Options 1 & 1A this impacts approximately 30' of tableland. Given the significant overhead costs of constructing each of the presented options, we would also concur with extending the bluff repairs to include the high-risk area south of the failed area to reduce the potential need for similar repairs shortly after completing this project. Options 1A and 3A provide similar benefits over Option 2, specifically avoiding the long-term maintenance considerations of a 13' retaining wall.

The choice between Options 1A and 3A involves the tradeoff between the protection of mature trees and a higher construction cost. Both options are feasible from an engineering standpoint. If Option 1A was selected and replacement trees required on an inch to inch basis, this could be met by planting 120-3" caliper trees. Based on space constraints within the construction zone, at a minimum this would likely need to be spread throughout the park if not other areas of the City. Based on typical construction pricing, this number of 3" trees would cost approximately \$60,000.

Specific ways to minimize the cost of either option can be evaluated during the design process. Below are a few options to consider during the design process:

- Identifying a nearby site in need of fill (under Option 1A) or having quality excess material (under Option 3A) could reduce the contractor's earthwork costs. Similarly, if an onsite use for excess fill or borrow area can be identified, this too would reduce earthwork costs.
- Some work items in both options, such as remaining tree removal, could be completed by City staff to reduce the contractor's construction cost.
- For Option 3A, consideration can be given to an HMA pavement section in lieu of the existing concrete pavement section.
- For Option 3A, consideration can be given to breaking up the existing concrete roadway pavement and allowing it to remain in place (or finding a use for it onsite) in lieu of hauling it off.

Consideration of Other Options

There are a wide variety of methods that have been utilized to structurally stabilize steep slopes such as those within the Forest Park bluff. Generally, such measures are utilized to protect existing structures or when excavation/regrading is not feasible. We understand soil nailing was considered and discussed as an option during the early stages of conceptual design development, with a conceptual price tag well over \$2 million. Similar structural stabilization measures, such as mechanically stabilized earth walls or MS³ walls, would carry similarly high construction costs and in some cases be more invasive than the options currently under consideration. Given the high construction costs and the importance of an expedited construction time frame, alternative means of structurally stabilizing the existing slope do not seem to warrant further investigation for this particular location along the bluff.

Summary & Recommendations

Based on our review, AECOM has presented to the City a comprehensive set of potential options to address the June 27th bluff failure at Forest Park. The Bluff Advisory Committee's review process has narrowed the field of choices to two options which would repair the existing slope and appropriately stabilize this area of the bluff with minimal ongoing maintenance requirements. Option 1A is estimated to cost \$970,000 and is anticipated to impact an additional 17 tableland trees. Option 3A is estimated to cost \$1,985,000 and would preserve the existing tableland trees.

The March 2017 AECOM report included recommendations for monitoring various sections of the existing bluff slope. We would concur with this approach in areas that have not yet failed in order to detect small movements in the bluff that may not be obvious from visual observation. Within the area in question, we would not recommend delaying construction for continued monitoring, given the nature of the slide that had already occurred and the potential for further slides adjacent to this area.

Given the additional costs associated with preserving the tableland trees compared to the cost of replacing the trees and considering the funds required for other infrastructure needs throughout the City, we would recommend that the City move forward with Option 1A to address the bluff failure at Forest Park.



City Council
October 15, 2018
Forest Park Bluff

Presentation Outline

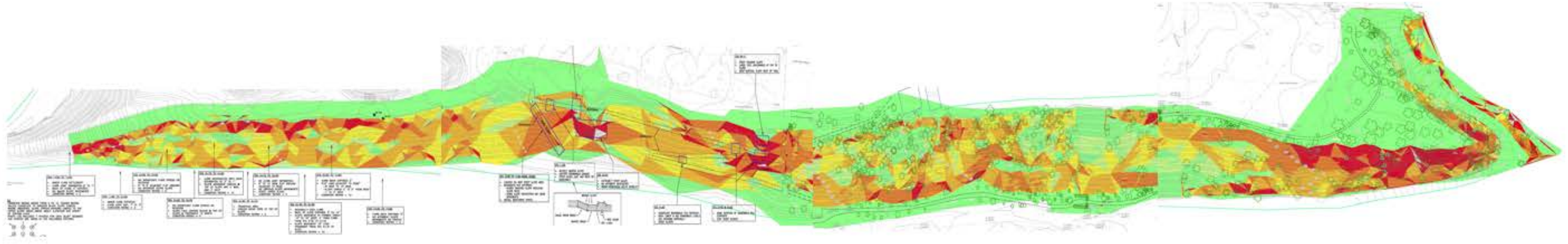
- Forest Park Improvement History
- 2017 Bluff Monitoring and Slide Risk Evaluation
- South Beach Access Road
- Watch Areas
- Moderate Risk Areas
- Boardwalk
- North Bluff High Risk Area – Bluff Slide
- Restoration Options
- Affected Trees and Tableland
- Construction Timing
- Beach Impact
- To Do List
- Discussion & Questions



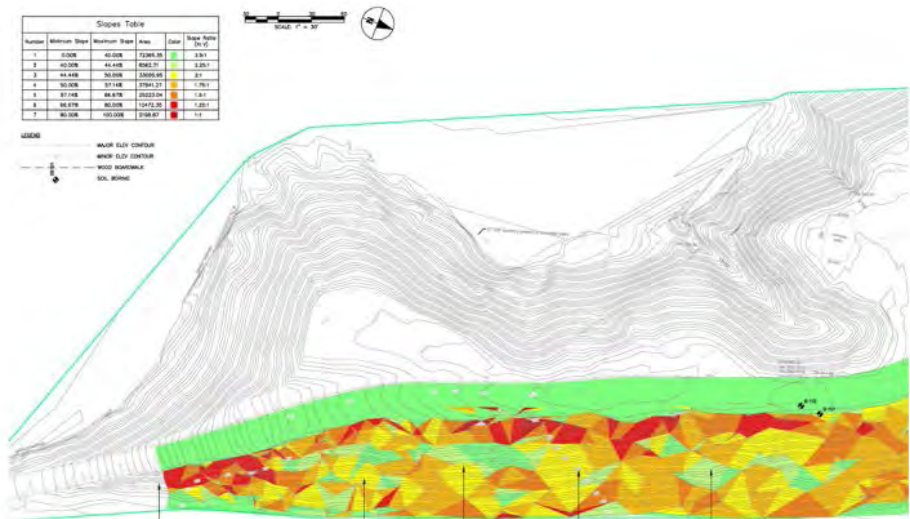
Forest Park Improvement History

Project Description	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	Total
NBAR: Retaining Wall & New Road	\$567,738											\$567,738
NBAR Ravine Work	\$27,605											\$27,605
SBAR Ravine: Design & Const.			\$15,909	\$460,098								\$476,007
Forest Park Project					\$57,756	\$802,695					\$20,000	\$880,451
Forest Park Bluff Evaluation Study & Monitoring									\$21,065		\$20,334	\$41,399
SBAR: Design & Const.									\$56,493	\$1,260,729	\$52,760	\$1,369,532
NBAR Ravine: Design & Const.											\$913,990	\$913,990
Total												\$4,276,722

2017 Bluff Monitoring and Slide Risk Evaluation



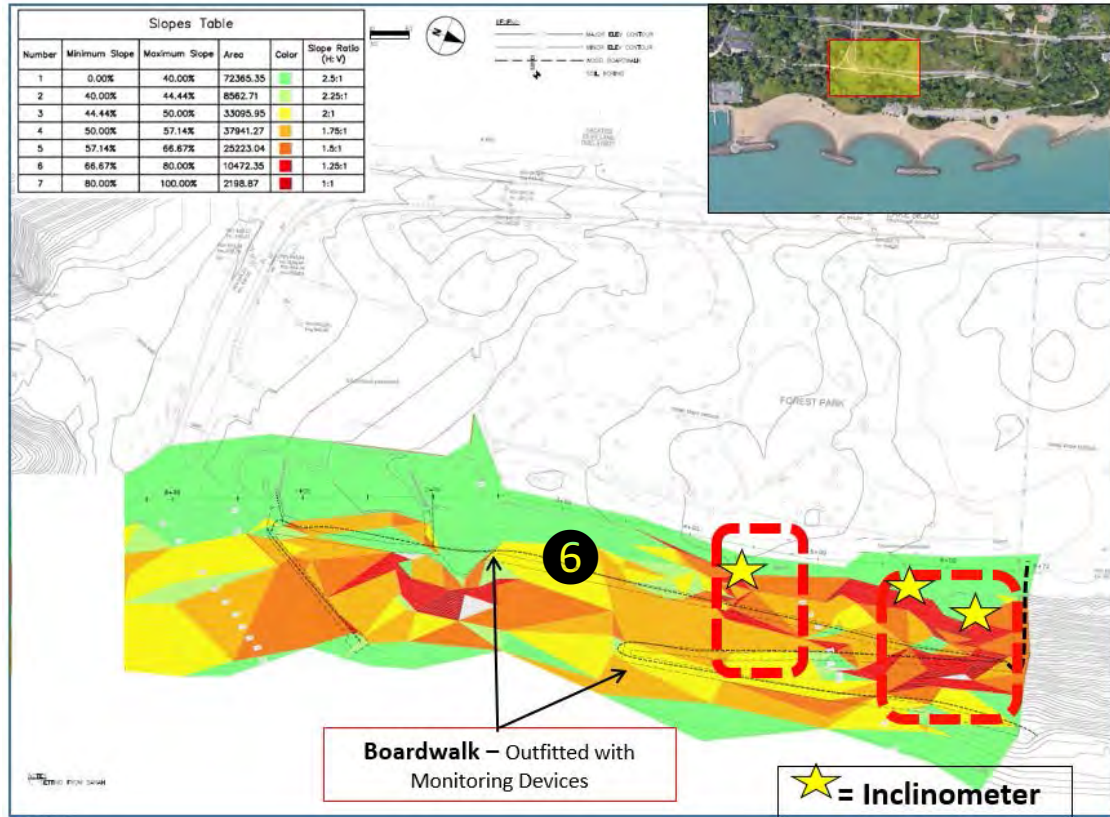
South Beach Access Road



COMPLETED

Total Project Cost: \$1,369,532

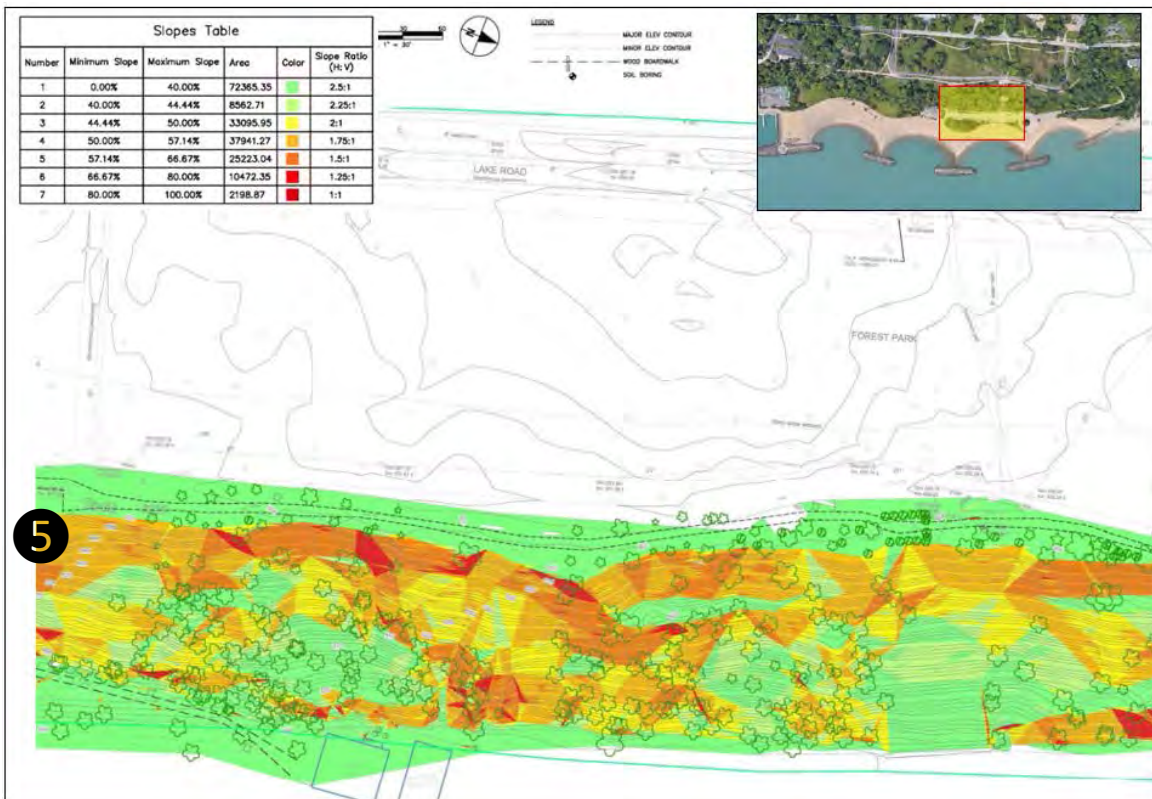
Forest Park Bluff – Watch Area 6



Recommended Action Step:

- Continue to manage and monitor the area over the next 20+ years

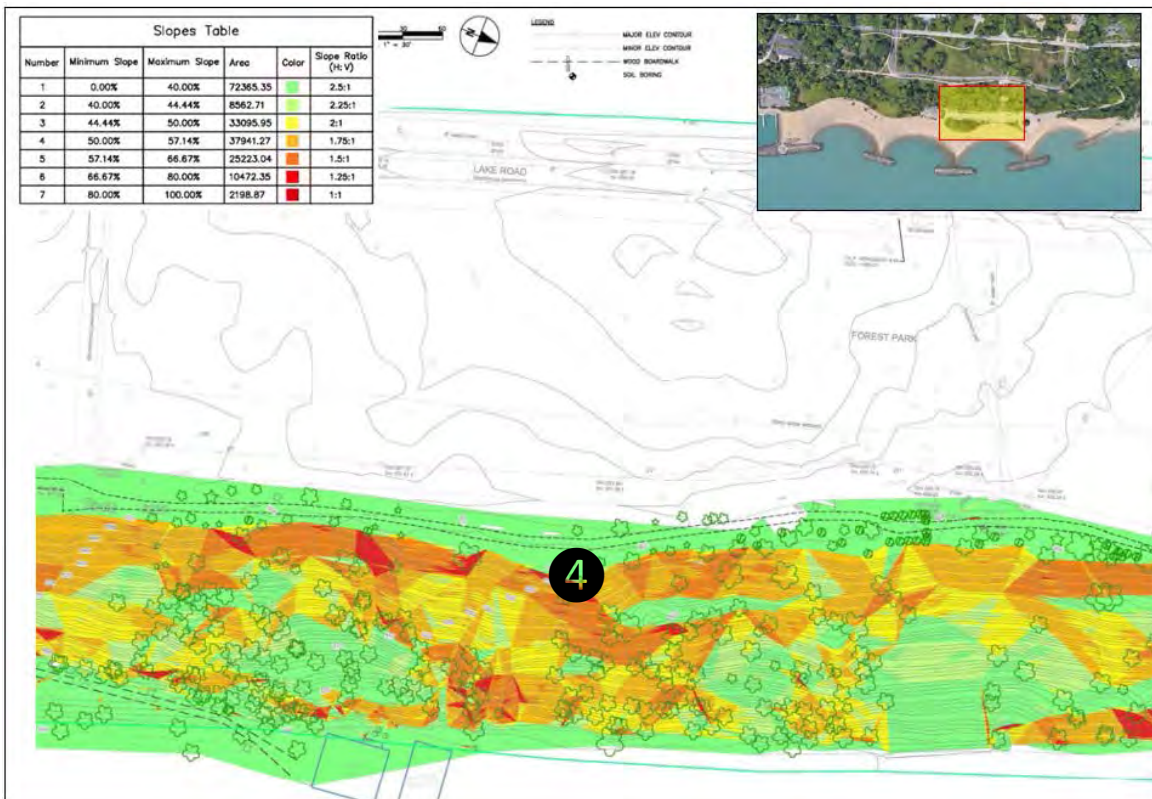
Forest Park Bluff – Watch Area 5



Recommended Action Step:

- Continue to manage and monitor the area over the next 20+ years
- Remove or replace existing boardwalk?

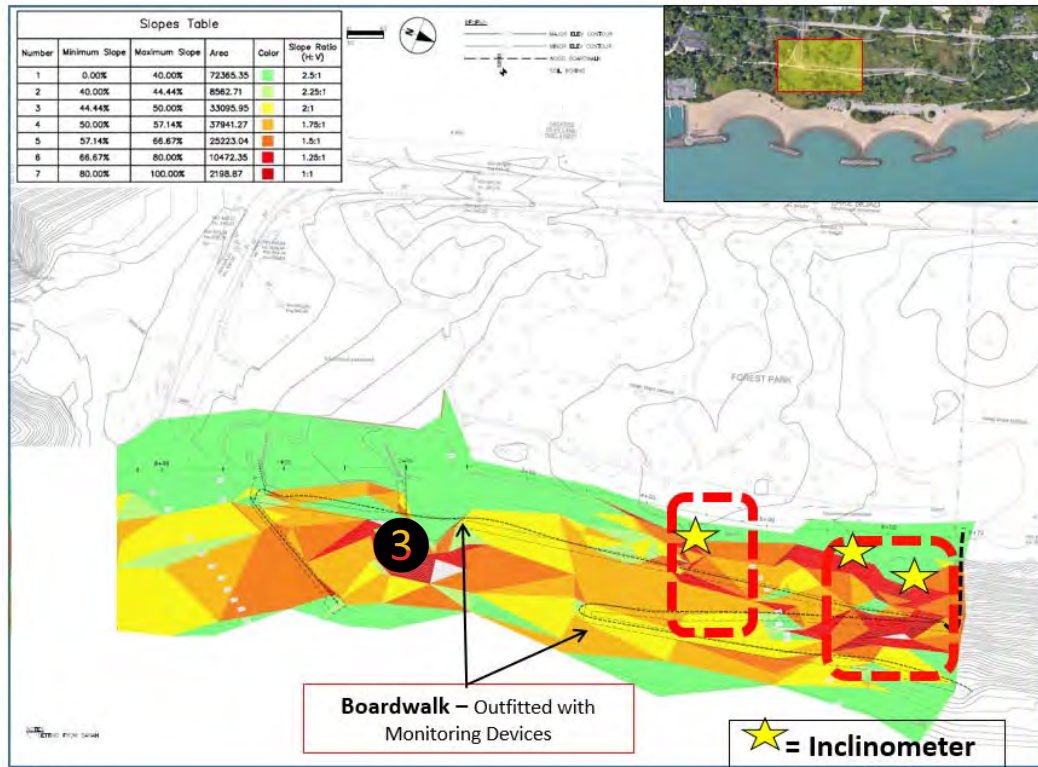
Forest Park Bluff – Watch Area 4



Recommended Action Step:

- Continue to manage and monitor the area over the next 20+ years

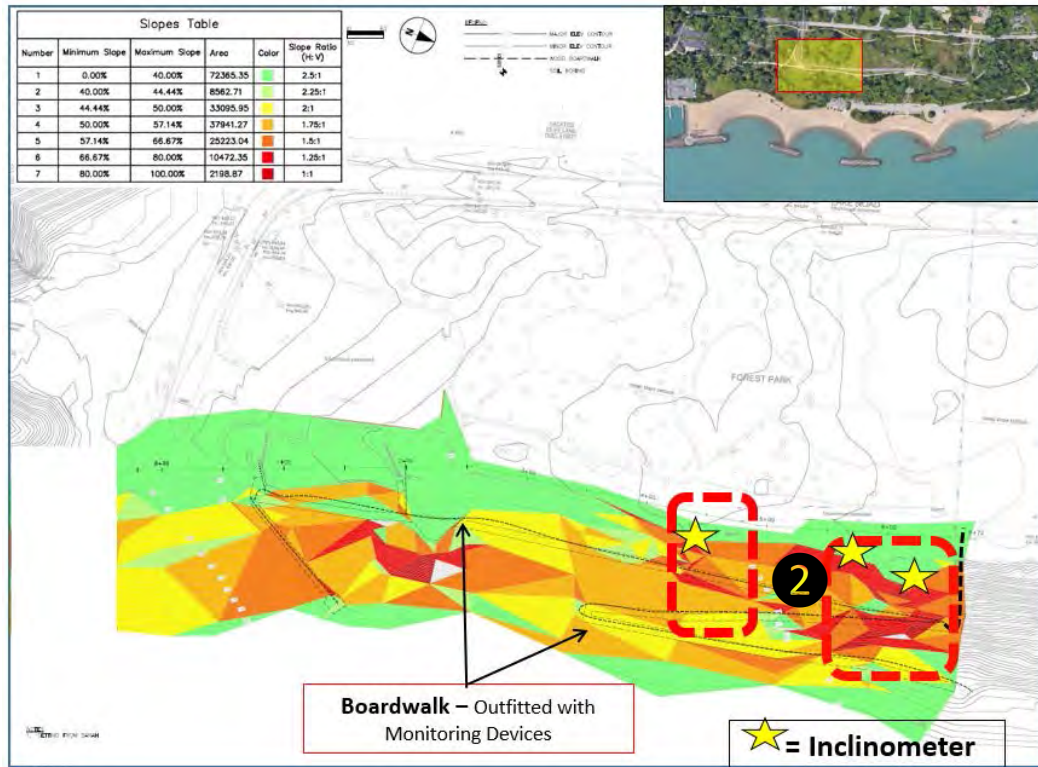
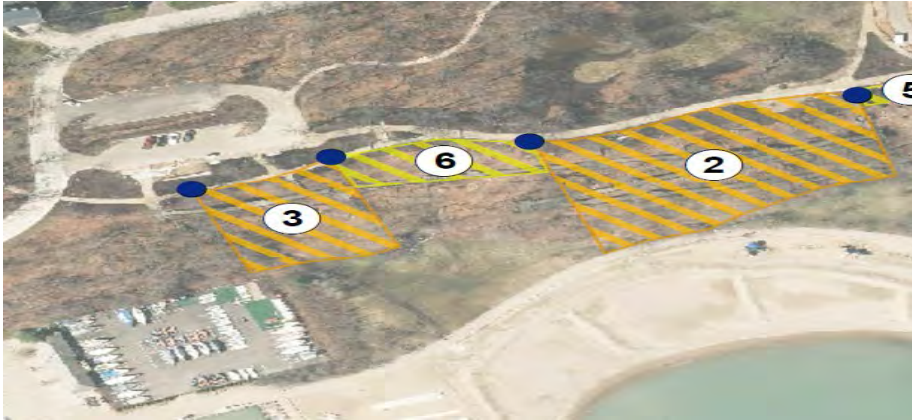
Forest Park Bluff – Moderate Risk Area 3



Recommended Action Step:

- Continue to manage and monitor the area over the next 20+ years
- Remove or replace existing boardwalk?

Forest Park Bluff – Moderate Risk Area 2



Recommended Action Step:

- Continue to manage and monitor the area over the next 20+ years

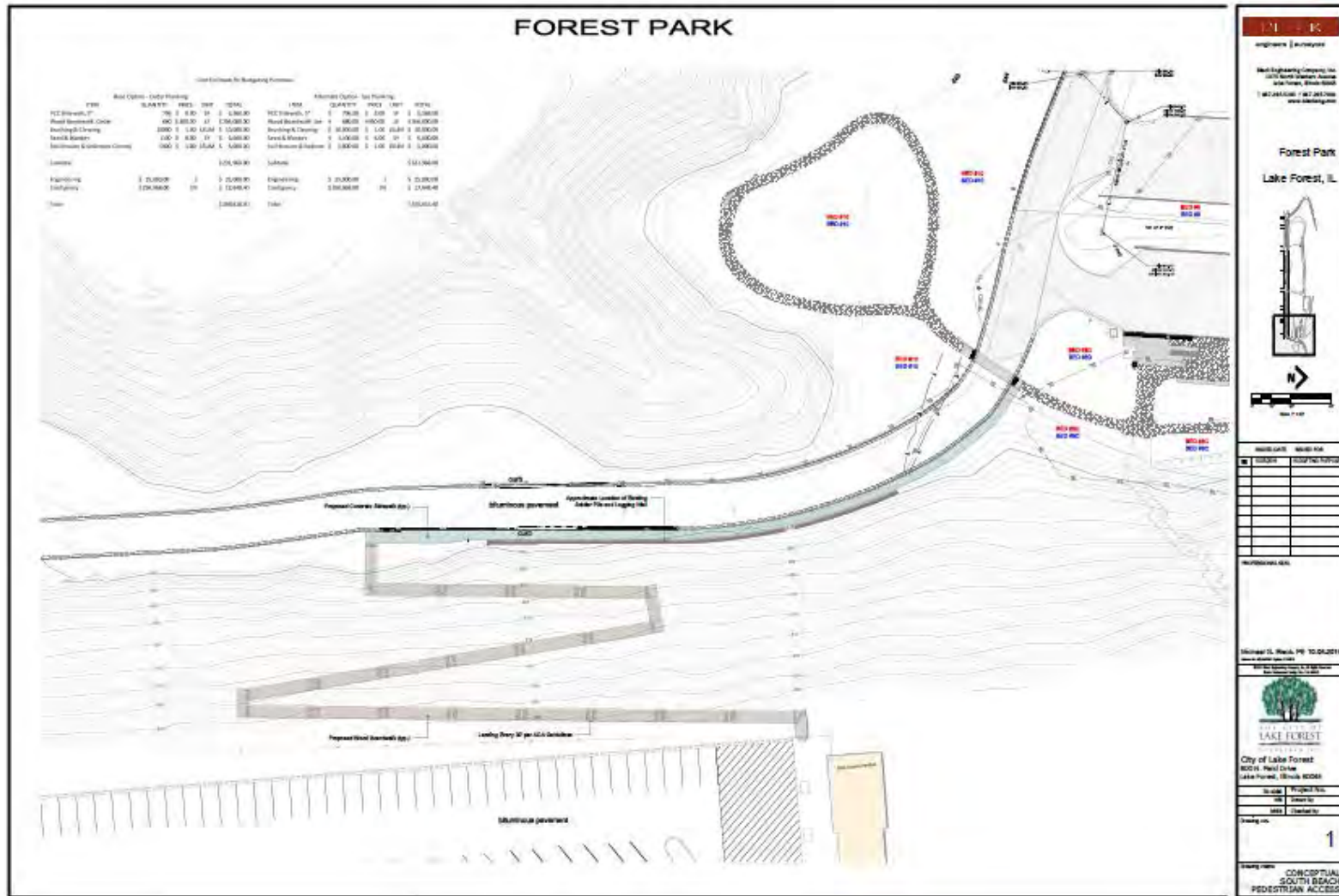
Forest Park Bluff – Boardwalk

- Repair: \$800,000



Forest Park Bluff – Boardwalk

- New walkway/boardwalk: \$300,000



North Bluff – High Risk Area 1 Issues:

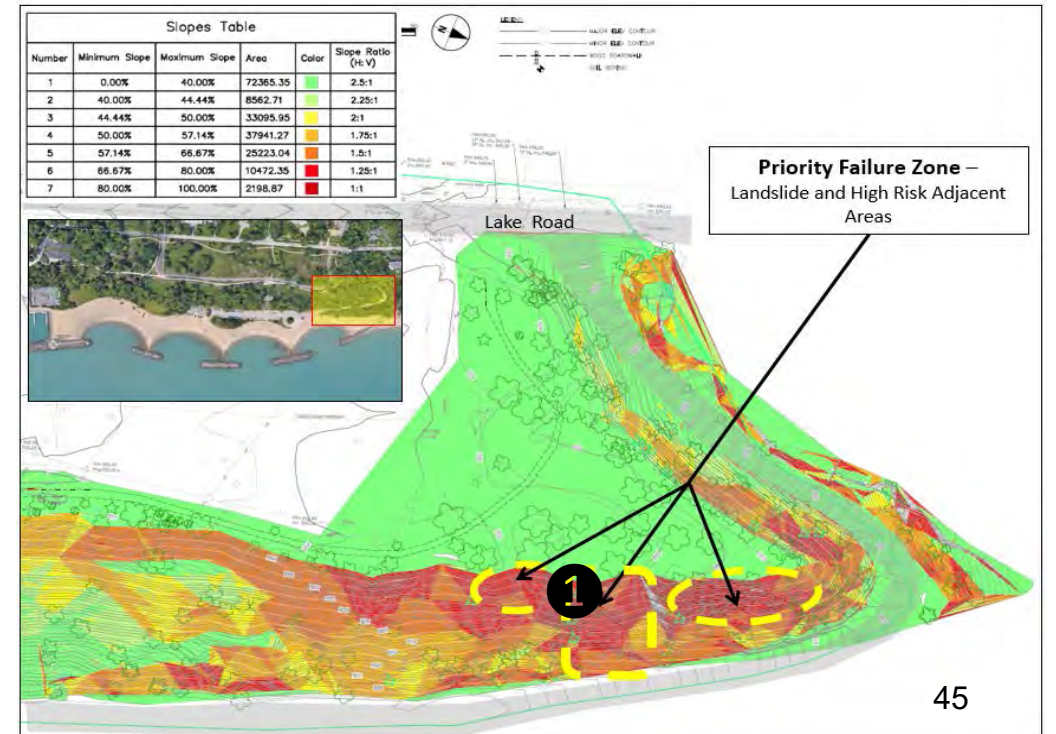
Project Scope?

1a or 3a?

Project Timing?

Construction Before, During, or After Beach Season?

Project Restoration Cost?



Restoration Options

Feasibility Factor	Restoration Option	
	1A Regrade Extended	3A Reconstruct Road Extended
Tableland Impact		
Tableland Loss	30'	0'
Tree Impact		
Tableland Tree Loss	17	0
Bluff Tree Loss	70	70
Transplants (trees & shrubs)	31	0
Construction Impact		
Total Semi-Truck Trips to Site	1,057	2,401
Cost		
Estimated Cost (1nf)	\$970,000	\$1,985,000

Review of Affected Trees and Tableland Under Option 1a



Tree Type	Total Number of Trees
Heritage	10
Poor Condition	6
Memorial	1

***Does not reflect 31 tableland trees and shrubs that will be transplanted under option 1a**

Construction Timing

Repair Option	City Council Decision	2019 Beach Season Construction Timing	Estimated Construction Competition Date
1a	October 15, 2018	Before	May 28, 2019
	November 5, 2018	During	June 18, 2019
		After	December 8, 2019
	December 3, 2018	During	July 15, 2019
		After	December 8, 2019
3a	October 15, 2018	During	July 18, 2019
		After	May 28, 2020
	November 5, 2018	During	August 8, 2019
		After	May 28, 2020
	December 3, 2018	During	September 4, 2019
		After	May 28, 2020

Schedules are weather dependent

Beach Impact



To Do List: Watch Area

- Continue to manage and monitor the area over the next 20+ years



To Do List: Moderate Risk Areas

- Removal or replacement of Boardwalk
- Approve engineering plan for new walkway along South Beach Access Road
- Continue to manage and monitor the area over the next 20+ years



To Do List: High Risk Area 1

- Select design option 1a or 3a
- Approve engineering proposal for selected design option
- Approve landscape design services for selected design option
- Direct Park & Recreation Board to prepare / recommend a 2019 beach operations and parking plan
- Direct staff to prepare a communication plan for 2019 beach and project plan



Discussion & Questions

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, October 1, 2018
City Council Meeting - City Council Chambers

CALL TO ORDER AND ROLL CALL: Honorable Mayor Lansing called the meeting to order at 6:30pm, and the City Clerk, Margaret Boyer called the roll of Council members.

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

Absent: Alderman Moreno.

Mayor Lansing called the meeting to order 6:30pm

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

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

COUNCIL ACTION: Approval of the Resolution

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

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)

Mayor Lansing reported on Metra's proposed pilot program. The City Council had discussion on public/private partnerships, Federal funding and ridership studies.

Public Comment: Resident Romy Lopat asked the Council questions on behalf of another resident relating to this item.

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.

Alderman Reisenberg made a motion to approve 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, seconded by Alderman Newman. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg and Preschlack The following voted "Nay": Alderman Buschmann. 6- Ayes, 1 Nays, motion carried.

COMMENTS BY CITY MANAGER

A. Lake Forest Library Building Update

- Catherine Lemmer, Library Director

Catherine Lemmer, Library Director, gave an overview of the challenges facing the library building.

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**

Michael Thomas, Director of Public Works and Alderman Buschmann, Chairman of the Public Works Committee gave an overview to date along with proposed options. The City Council had lengthy discussion. The City Council took action to table this item until the October 15, 2018 City Council meeting.

Public Comment: Resident Joan DePree thanked the City Council for extending the review process related to this item.

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.

Alderman Morris made a motion to table this item until the October 15, 2018 City Council meeting, seconded by Alderman Rummel. Motion carried unanimously by voice vote.

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

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the September 4, 2018 City Council Meeting Minutes
2. 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
4. Award of a One-Year Contract Renewal with InterDev for Information Technology Support
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
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

7. **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)**

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

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 eight (8) Omnibus items as presented.

Alderman Newman made a motion to approve the eight (8) Omnibus items as amended, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg and Preschlack. The following voted "Nay": None. Alderman Buschmann stepped out during the vote. 6- Ayes, 0 Nays, motion carried.

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

ORDINANCES

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)**

Mike Strong, Assistant to the City Manager reported on the agreement and the City Council had discussion on fees.

Public Comment: None

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.

Alderman Preschlack made a motion to 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., seconded by Alderman Newman. Motion carried unanimously by voice vote.

NEW BUSINESS

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

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 9:55pm.

Respectfully Submitted
Margaret Boyer, City Clerk

*Proceedings of the Monday, October 1, 2018
Regular City Council Meeting*

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.

ANNUAL TREASURER'S REPORT
THE CITY OF LAKE FOREST
FISCAL YEAR ENDING APRIL 30, 2018

COMPENSATION SUMMARY:

Under \$25,000

DANIEL ABEL, ROSS ADELMAN, ELIZABETH ALLEN, JOYCE ALLEN, MATTHEW ALLEN, PETER ALLEN, EDMUNDO ALVAREZ, ZACHARY AMREIN, JESSICA ANDERSEN, ADAM ANDERSON, CHARLES ANDERSON, MAEVE ANGER, KAITLYN ANSON, SHELLEY AQUINO, RICHARD ASHWORTH, MILANA ASTORINO, ANDREW ATHENSON, FRANCISCO AYALA RODRIGUEZ, SARAH BAKER, JACKSON BARBOUR, ANA BARTOSZEWSKI, ELIZABETH BARTUSIAK, LAURA BARTUSIAK, PAIGE BARTUSIAK, LAUREN BELL, HALEY BESS, JESSICA BESS, RODNEY BETHEA, LAURA BIERNACKI, MARY BIRES, KATHERINE BLACK, PARKER BOLTON, ANNE BOUSSON, JOANN BOYLE, BARRY BRAVO, JENNIFER BRODY, LAWRENCE BRUCKER, MARILYNN BRUNS, NYEMBA BRYANT, ZACHERY BULICH, JAMES BURKE, CLARA BUTLER, THOMAS CAPSTICK, JOHN CARTWRIGHT, CHRISTOPHER CAVALARIS, NICHOLAS CERVAC, RYAN CHANDLER, CHRISTOPHER CHOUINARD, JODY CIRAME, JOHN CIRAME, STEPHEN CIRAME, WILLIAM CIRAME, HILLARY COHEN, JAMES COMBS, CAMILLE COOK, JONATHAN CORRAL, ASHLEY COUSSENS, ROLAND COUTCHER, CONOR CRADDOCK, PETER CRAWFORD, ROBERT CRAWFORD, ADRIANA CROCKETT, CHARLES CRONIN, PATRICK CRONIN, CASEY CRONKHITE, CHRISTIAN CROW, HILARY CURTIS, WILLIAM CURTISS, NICHOLAS CVIJOVIC, ELEANOR DALY, MATTHIEU DAMIDOT, JONATHAN DAY, JOHN DEERING, CATHERINE DEMET, CHRISTOPHER DEMET, NICHOLAS DEMET, ELZE DEMIRI, ASHLEY DERAN, LINDSEY DEROSE, JANELLE DEWITT, CHARLES DEYOUNG, MARY DEYOUNG, CHERYL DIEBOLD, COLE DIGMAN, KATIE DOLAN, ELISABETH DOMITTNER, MARQUISE DOUGLAS, JAKE DURBURG, RYAN DURBURG, LIAM EADIE, JOHN ECKERT, NICHOLAS ELSASSER, SARAH ELYACHAR, HEATHER FAUDEL, PATRICK FELDE, NIKOLAS FELDHAUS, MARGARET FILKIN, CLARA FINLEY, MATTHEW FINNANDER, INDIA FIOCCHI, MACKENZIE FIORE, AMBER FITZGERALD, ANDREW FLURI, CONNOR FORD, JOHN FRAME, JUSTIN FRANK, KATHERINE FRANKSEN, SAMANTHA FRIEDLUND, RUSSELL FRIEDMAN, LEE FULLER, DANIEL FUNCHESS, GABRIEL FUNK, DONALD FURTH, JOHN GARD, DEBORAH GARREY, HERBERT GARREY, LIAM GAYTER, WILLIAM GESCHIEDLE, JOAN GIANGIORGI, ROSEANN GIANGIORGI, BENNETT GIBSON, CONNOR GLYNN, ALICJA GOLEC, GILLIAN GOODFRIEND, BRITTANY GOODRICH, JAMES GOODWIN, ANDREW GOUGH, CHRISTOPHER GOUGH, ANDREW GRABEMANN, GRACE GRAZIANO, MARY KATE GRAZIANO, DENITA GREGORY, STEPHEN HAGGERTY, DEREK HALL, ARGY MAITA HAMBURG, FREDERICK HAMBURG, CHRIS HAMILTON, ELIZABETH HAMILTON, PATRICK HAMILTON, JESSICA HANCH, ERIC HANRATH, MICHAEL HANSEN, DANIEL HANSON, DAVID HARTSHORNE, SHARON HARTSHORNE, IAN HARTWELL, ISABELLE HARTWELL, KEVIN HAUZINGER, OCTAVIUS HAYES JR, BRENDA HELLWIG, SONYA HENRICKS, AMY HEPBURN, MATTHEW HILL, MICHAEL HILL, DEANNE HOAGLUND, IMA HOGBERG-WASEMANN, ELIZABETH HOPE, BRIDGET HORVATH, NICOLE HOSKINS, LINDSAY HOUGH, DAVID HUFFMAN, DANIEL HUGHES, AHMED IBRAHIM, BROOKE INGRAM, ALEXANDER JACKSON, LUCAS JACOB, LISA JACOBS, CASEY JEWETT, ROBERT JOHNSON, WILLIAM JOHNSON, CHARLES JONES, JENNA JOZEFOWSKI, LORI JULIAN, MARK KALBUS, CURT KALOUSEK, KLAIRE KAPTROSKY, VICTORIA KARKER, ELIZABETH KARLOVICS, ASHLY KARP, COURTNEY KEHRMANN, DUNCAN KESSLER, THOMAS KIENZLE, JANET KILKELLY, TYLER KIMBREL, TREVOR KINGSLEY, AIDEN KINSELLA, RYAN KITCHEL, SAMANTHA KLUCZYNSKI, PATRICIA KOCHAUVER, ABIGAIL KOCOUREK, CHARLES KOULES, CHRISTIAN KOULES, KIMBERLY KRAUS, PATRICK KRIDER, MONICA KRZEMINSKI, OWEN KUPPERMAN, ETHAN KURIAN, STEVEN KUSH, JOHN LANDIS, VICTORIA LANDIS, JULIANNE LAPETINA, COURTNEY LARSEN, JOHN LARSON, TERRI LECLERCQ, MEGAN LEE, CYNTHIA LEIGH, OLIVIA LEMKE, RICHARD LILJA, MITCHELL LINDBLAD, NICOLE LIVENGOD, KATHRYN LOTHARIUS, SHANE LYNCH, KIMBERLY LYSZCZARCZYK, JULIA MADDEN, DANIEL MADURA, ETHAN MADURA, JACQUELINE MADURA, PAYTON MAKOWSKYJ, LINDSAY MALITZ, SUSAN MANDELTORT, SOPHIE MARASCO, THOMAS MARKS, RYAN MARQUIS, JAE MASI, ALEJANDRO MATA, CHRISTIAN MCCAUGHEY, CATHLEEN MCCORMICK, MICHAEL MCDONOUGH, ALLISON MCMAHON, JUSTIN MCMAHON, KATHERINE MCMANUS, MARIAN MCNAIR, MATTHEW MEKALIAN, RICHARD MELLADO, NICHOLAS MICHL, TAYLOR MITCHELL, MAX MOORE, LISA MORRISON, JAMES MOSIER, LISA MOULTON, MAXWELL MOULTON, KEATON MURPHY, KIERAN MURPHY, SHANNON MURRAY, CAROL MYERS, THOMAS MYERS, DENNIS NATION, JOHN NELSON, KATHERINE NOLTE, GRACE NOWESNICK, SPENCER OAKLEY, FACUNDO OCAMPO, ANDREW O'CONNELL, EDWARD OLINE, ADELE O'NEILL, LISA ORSINI, KELLY PAGE, STEVEN PALACIOS, ASHLEY PALASICS, BENJAMIN PANITCH, ZOE PANOS, AMANDA PAPKE, RILEY PARROTT, BLAKE PARSONS, ALEXIS PAULSEN, MICHAEL PENN, MICHAEL PERRY, RALPH PETERSON, REYNOLDS PIRE, LAURA PLOWMAN, WILLIAM PORTER, ROBIN POWER, JANICE PRICE, DEWAR PROM, DEBORAH

PTAK, PATRICIA PULKOWNIK, DIEGO QUINONES, MICHAEL RAFFERTY, SANDRA RAGSDALE, HELEN RANDOLPH, DAVID RANSDALL, RYAN RANSOM, THOMAS RANSOM, STEPHANIE RAUPP, EVAN RAYE, CONNOR REILLY, STEFAN RIEDEL, ROY ROBERTSON, EDGAR RODRIGUEZ, RAUL RODRIGUEZ, AMY ROSE, ROBERT ROTH, SAJED SAED, TYLER SAIEG, JULIE SAKICI, KARSEN SAMPLE, JOHN SANCHEZ, WILLIAM SANFORD, ALLYSON SANOV, JOSEPH SANTELLO, REBECCA SAUSER, MERCEDES SCHABEL, IAN SCHAPPE, JACQUELINE SCHLOSSER, JOHN SCHLOSSER, ELIZABETH SCHOENHEIDER, JONATHAN SCHOENHEIDER, JAMES SCHWALL, LAMIKA SCOTT, WILLIAM SCROGGINS, CHRISTOPHER SHANNON, ANDREW SHAW, ANN SHAW, CATHERINE SHEEHAN, RYAN SHEEHAN, CONNOR SHERIDAN, CHARLES SIDLES, BENITO SILVA, CONNOR SIMMS, MACKLIN SIMMS, OLIVEA SIMMS, MICHAEL SIMPSON, PHILIP SIMS, KELLY SINDT, MICHAEL SKIERSCH, FREDERICK SMITH, CORY SPANN, AMY SPECTOR, ERIC SPEHLMANN, AMI STELLATOS, GRIFFIN STRANG, RICO STRINGER, MEGAN STUMPF, CHARLES SULLIVAN, JAMES SWARTOUT, NADA SYDOW, ETHAN TALBOT, ALEXIS TANTIMONICO-BIFA, MARY TARPLEY, ERIC THOMPSON, MADISON TOMASIEWICZ, LESLIE TREECE, MARK TURELLI, PAUL TURELLI, EDWARD TUTEN, TRACY ULMER, MARCUS ULRICH, HILLIARY VACCARELLO, KRISTIN VALLALY, ELEANOR VAN ANTWERP, NICHOLAS VAN ANTWERP, BLANCA VARGAS, ARETA VERSHOOR, LEA WADDLE, ALLEN WALKER, JOHN WALKER, BRITNI WALLACE, BARRETT WEADICK, MATTHEW WELLS, CHRISTOPHER WENZEL, KRISTY WHITE, LUCY WHITE, BRIDGET WHITED, JACK WILLIAMS, JOSEPH WILLIAMS, CLAIRE WILLIS, KYLE WILSON, ROBERT WINEBRENNER, BRICE WITEK, AMANDA WITTKE, SHAUNA WITTKE, ANASTASIA WRENN, SYDNEY WRIGHT, GRACE WU, AUSTIN YARC, SU YARDIMCI, JOSEPHINE YORRO

\$25,000 to \$49,999.99

EDWARD CLOVER, LESHON SPANN, JAIME JURADO, ULISES CASTRO, WILLIAM SCHELHAS, ARTURO ESCOBAR, KYLE FREE, KYLE LEMMER, JOSE CALDERON, MIGUEL LARA, DANIELLE KNIGHTON, MICHELLE KOUSINS, JAVIER MARTINEZ, JOSEPH RISI, MATTHEW CHOUINARD, KAREN AVERY, DANIELLE ORSINI, ISRAEL DOMINGUEZ, MARIANO GOMEZ, CHRISTOPHER POMMER, JAN-PIERRE BARDI, BRIAN MOLLER, JAMES THIEL, PATRICIO CAMARENA, KALI COTTELEER, DEBRA LERMAN, JASON MITCHELL, ROBERT MARTINELLI, SUSAN SIMMS, SCOTT NORMAN, EDWARD JOHNSON, STEVEN SHEETS, WILLIAM WRIGHT, KASEY MORGAN, CHRISTINE FAUDEL, ESTHER GUTIERREZ-SLOAN, JAMIE NIXON, JAMES RISI

\$50,000 to \$74,999.99

DEBORAH CHROBAK, DOUGLAS JUHREND, CHRISTINE STELTER, JOYCE BETTINGER, LESLIE WALTON, JASON OLSON, ADRIAN PEOPLES, MEGHAN GAYTER, MATTHEW BACHLER, TARA PURTELL, RICHARD DAY, DANIELLE SPANN, RUSSELL KLUCHKA, MARK KRYGERIS, KRISTIN ELLIOTT, JAMES LOCKEFEER, VALERIE GONZALEZ, CAROLYNN GAYLORD, JESSICA LINDERS, LANDON LUZAR, WILLIAM KNESLEY, LUKE MILLER, KIMBERLY MCCANN, AARON DALZOT, MITCHELL ROGALSKI, PENNY ROBBINS, ROBERT BROWN, WILLIAM HOWARD, KENNETH PIERINI, JOHN ELDRIDGE, MADELINE PALENICA, MARK ZALKE, LISSARDA ROGOZ, LARONDA HAINES, SARA HARTNETT, BECKY POCASANGRE, BARBARA LUEDER-MANETTI, TERESA LAURILA, PABLO GARCIA, PATRICIA SCHWALL, DOMINICK BELLINO

\$75,000 to \$99,999.99

AMBER CAMPBELL, ERIC KRUEGER, MARGARET BOYER, ANGELA TAPPA, RIGOBERTO CORIA, JAMES SHELTON IV, ISMAEL RAMIREZ, ANTHONY CARABALLO, STEVEN HILL, TROY REEVES, MICHELLE FRIEDRICH, CHRISTINE TERESI, ROBERT WOLFF, DENNIS SMITH, STEVEN WERCHEK, BILLY LOYD, CHARLES FRANCO, KEITH MASLON, RICKEY PARHAM, JOHN BALDWIN, YONI GARCIA, BILL HOOPER, MICHAEL STRONG, ERIK HUSTON, DANIEL BLAUL, SALOMON MARTINEZ JR., ANTHONY ANASZEWICZ, JOSE DIAZ, JOSEPH TOMASELLO, MATTHEW WERT, BRIAN HUFFHINES, JASON BUSDEKER, BRYAN DEBAETS, MIKE GERNENZ, STUART COX, DANIEL DRAEGER, CRISPIN ABEL, ROBERT CARMICHAEL, RAYMOND SPETZ, JILL BECKER, ROBERT JANUARY, THOMAS MINARIK, CRYSTAL EDWARDS, PAUL DAIZOVI, JACOB RIEPER, MARK ROCKWELL, JAMES KOBLAS, RAFAEL DAVILA, DAVID MINISCALCO, JAMES GLUTH, ERIK BLOMBERG, TONY CARINGELLO, MIGUEL CAMARENA, MATTHEW GOODMAN, BERNARD PONDEXTER, JAMES SANTOSTEFANO, BRIAN POGACHNIK, LAWRENCE KENAR, MICHAEL GLOMSKI, KYLE ROEDER, DIANE HORN, CHARLES KRIENS, JEFFREY WIEREMA, BRIAN MIKLOVIC, CHRISTOPHER FREUND, BRIAN ACELLO, WILLIAM CLIFFORD, FRIEDRICH HOEFT, MATT BRUGIONI, DANIEL LAINIO, COREY WIEREMA, JOSHUA HUCKER, MICHAEL WHALEN, PAUL PETERSEN

\$100,000 to \$124,999.99

RICHARD VOLPE, RICHARD BRIJA, AARON KRUCHKO, MICHAEL TIEGS, TODD NAHIGIAN, MISAKO MAJ, RONALD GRAMER, STEVEN HUCK, CHARLES DOUGLAS, BRIAN JOYCE, PHILIP GUALDONI, SUSAN BANKS, MATTHEW JAKOB, ADAM MILCZAREK, TROY DEVRIES, EDMUND YEP, WENDY DUMONT, ROBERT HEELAN JR, BRIAN ESMON, MARK SENGGER, JOHN VARNER, ANDREW RICK, MATTHEW RAUSCH, MATTHEW KLUCHKA, TRAVIS PEDERSEN, WILLIAM BORZICK, MICHAEL MOUNTS, ANDREW BARNES, JOSEPH STANONIK, ERIK KOSITZKI, MARK LONG, SCOTT CHRISTENSEN, MICHAEL HUGHES, CHRISTOPHER ROBERTS, PATRICK

ISSEL, CHARLES FLESCHE, JOSEPH GABANSKI, ANDREW ALLAN, DAVID ANDERSEN, JOSEPH MOBILE, KEVIN ZELK, ANDY SHIU, PHILLIP ALDERKS, ERIC GLOBERGER, JEFFREY SULKIN, MATTHEW PENAR

\$125,000 and over

DWIGHT DAVIS, ERIC FARR, DIANE HALL, PAUL PUGLIESE, ROBERT ELLS, CHARLES MYERS, CORY KAZIMOUR, MATTHEW SIGNA, ROBERT MONAHAN, STEPHEN GROST, JOHN GULLEDGE, MARTIN BLITSTEIN, DAVID TISINAI, RICK ANDERSON, CRAIG LEPKOWSKI, DANIEL MARTIN, MICHAEL LANGE, NICHOLAS SAVEL, BRETT MARQUETTE, MICHAEL GALLO, TIMOTHY GEHRING, KEVIN CRONIN, BENJAMIN GRUM, ROBERT COPELAND, JAMES FAHEY, DESHA KALMAR, PETER SIEBERT, DAVID DEMARCO, SALLY SWARTHOUT, CATHERINE CZERNIAK, KARL WALLDORF, RICHARD PAULSEN, ELIZABETH HOLLEB, MICHAEL THOMAS, ROBERT KIELY

Total Compensation: \$22,441,094.56

EXPENDITURE SUMMARY

1ST AYD CHEMICAL CORPORATION 12,408.25 A & A SPRINKLER COMPANY INC 14,628.50 ABC WINDOW CLEANING COMPANY, INC. 3,170.00 ACCURATE TANK CONSTRUCTION 9,227.00 ACOUSTIC ASSOCIATES LTD 8,527.00 AD INTERNATIONAL, LLC 12,614.00 ADI 6,282.88 ADS ENVIRONMENTAL SERVICES 40,304.00 ADVANCE AUTO PARTS 36,509.45 ADVANCED DATA TECHNOLOGIES 5,520.00 ADVANCED TELECOMMUNICATIONS OF IL 13,687.00 ADVANCED TREE CARE 76,685.30 ADVANCED TURF SOLUTIONS 26,573.60 AECOM USA, INC. 300,653.39 AIR ONE EQUIPMENT INC 34,542.83 AL WARREN OIL COMPANY, INC. 18,023.33 ALARM SECURITY INC 2,719.04 ALBERTSON'S INC. 16,229.97 ALEXANDER CHEMICAL CORPORATION 10,523.76 ALL AMERICAN ROOFING, INC. 4,460.00 ALL CRANE & HOIST, LLC 5,182.00 ALLSTAR ASPHALT, INC. 13,906.25 ALPHA PAINTWORKS INC 7,575.00 AMBERLEY WOODS LLC 146,507.03 AMERICAN BACKFLOW PREVENTION INC 7,226.00 AMERICAN GAS LAMP WORKS, LLC 7,246.88 AMERICAN GASES CORP 12,455.34 AMERICAN LEGAL PUBLISHING CORP 13,514.32 AMERICAN OUTFITTERS LTD 19,572.69 AMERICAN PRINTING TECH. INC. 26,891.25 AMERICAN PUBLIC WORKS ASSOC 3,426.00 AMERICAN RODENT SUPPLY, LLC 17,304.50 AMERICA'S ACTION TERRITORY 2,820.58 ANDERSON LOCK COMPANY, LTD 3,507.20 ANDERSON PEST CONTROL 2,504.75 ANDRES MEDICAL BILLING LTD 34,428.54 AOK GOURMET LLC 17,707.53 APLUS BUILDING SERVICES LTD 160,743.10 ARBORMASTER TRAINING, INC. 8,550.00 ARTHUR WEILER INC 7,053.50 ASH PRODUCTIONS, LLC 2,525.00 ASPEN VALLEY LANDSCAPE SUPPLY INC 10,084.28 ASSET HEALTH, INC. 7,500.00 AT & T 30,010.29 ATLAS BOBCAT INC 96,384.12 ATR TRANSMISSION 5,100.00 AXON ENTERPRISE, INC. 11,908.66 AYRES ASSOCIATES, INC. 31,869.00 B & H FOTO & ELECTRONICS CORP 4,605.22 BAKER TILLY VIRCHOW KRAUSE LLP 106,423.00 BARRIOS CUSTODIAL SERVICES, INC. 12,672.00 BARTLETT TREE EXPERTS 10,034.00 BASELINE YOUTH SPORTS, INC. 3,750.00 BAXTER AND WOODMAN INC 103,654.02 BELL FUELS INC 119,150.08 BENISTAR 37,268.07 BERRY TIRE CO 13,610.34 BIC SPORT NORTH AMERICA, INC. 2,971.20 BIG TENT EVENTS, INC. 6,844.50 BIG TOP TENT AND PARTY RENTALS, LLC 3,189.25 BLECK ENGINEERING CO INC 46,900.00 BLIFFERT LUMBER 3,291.65 BMC SOFTWARE, INC. 4,593.42 BOUND TREE MEDICAL, LLC 6,277.43 BPH PUMP AND EQUIPMENT, INC. 3,008.49 BRANDSTORM 57 LLC 9,000.00 BREAK THE FLOOR PRODUCTIONS 7,870.00 BRENT AND BECKY'S BULBS 3,108.60 BROGAN'S AWARD & SPORTWEAR INC 2,900.33 BRUCE BRUGIONI CONSTRUCTION 56,384.00 BS&A SOFTWARE 132,490.00 BSA TROOP 48 7,853.31 BSN SPORTS 5,562.18 BUILDING PERMIT REFUNDS 558,065.90 BULLER MEDIA CORPORATION 2,520.00 BURRIS EQUIPMENT COMPANY 39,125.08 CALL ONE 36,463.08 CAREERBUILDER EMPLOYMENT SCREENING 2,602.90 CAREY'S HEATING & AIR CONDITIONING 26,140.00 CARMICHAEL ROBERT L 3,364.00 CARTS ON 12 INC. 2,810.00 CATHY ROE PRODUCTIONS 7,260.00 CDS OFFICE TECHNOLOGIES 4,382.00 CDW 106,751.58 CEMETERY LOT REFUNDS 49,500.00 CENTRAL SUBURBAN YOUTH FOOTBALL LEA 2,850.00 CERAMIC SUPPLY CHICAGO INC 4,377.39 CFA SOFTWARE, INC. 2,995.00 CHAPMAN AND CUTLER LLP 11,950.00 CHARLES J FIORE COMPANY INC 6,422.75 CHICAGO COMMUNICATIONS LLC 5,712.38 CHICAGO PARTS AND SOUND LLC 7,663.94 CHICAGO SYMPHONY ORCHESTRA 4,410.00 CHICAGO TRIBUNE 11,660.77 CHRZANOWSKI FRANK 27,272.41 CINTAS CORPORATION 17,059.82 CITY OF HIGHLAND PARK 10,358.00 CIVIC SYSTEMS, LLC 3,200.00 CLARK BAIRD SMITH, LLP 28,362.50 CLARKE AQUATIC SERVICES, INC 4,451.79 CLARKE MOSQUITO CONTROL PRODUCTS 18,223.20 CLASSIC GARDEN ORNAMENTS, LTD 3,336.00 CLESEN BROTHERS 3,572.25 CLIENTFIRST CONSULTING GROUP, LLC 29,872.50 CLUB MOMENTUM ATHLETICS 4,290.00 COLLEGE PARK ATHLETIC CLUB 13,411.00 COLUMBIA PIPE AND SUPPLY CO 6,228.23 COM ED 20,546.36 COMCAST CABLE COMMUNICATIONS, INC. 6,150.38 COMCAST OF CHICAGO, INC. 26,408.66 COMED 53,257.63 COMMON SENSE TURF MANAGEMENT, INC. 4,950.00 COMMUNICATIONS FINANCE, INC. 7,810.50 COMPUTER EXPLORERS 9,632.00 CONDELL MEDICAL CENTER 5,280.00 CONDUENT GOVERNMENT SYSTEMS, LLC 3,915.00 CONSERV FS 35,929.11 CONSERVATION OF SCULPTURE & OBJECTS 21,300.00 CONSTELLATION NEWENERGY 74,014.93 CONSTELLATION NEWENERGY, INC. 330,777.53 CONTINENTAL CLAY COMPANY 8,822.48 CONTINENTAL WEATHER SERVICE 3,450.00 CONWAY PARK AT LAKE FOREST 4,323.73 CORE & MAIN LP 63,229.34 CORUS GROUP LLC 15,367.18 COSTCO WHOLESALE CORPORATION

8,974.18 CRAFTWOOD LUMBER COMPANY 3,344.34 CRAIG BERGMANN LANDSCAPE DESIGN INC 50,106.06 CRAIN
 COMMUNICATIONS INC 12,750.00 CREATIVE CONCRETE 10,412.50 CREDENTIALS INC 13,921.14 CRYOTECH DEICING
 TECHNOLOGY 2,800.68 CUMMINS NPOWER LLC 3,003.95 CURRIE MOTORS 103,212.77 D. K. ENVIRONMENTAL SERVICES, INC
 7,200.00 DAOHS USA 12,513.11 DCG ROOFING SOLUTIONS INC 11,901.50 DE JONG EQUIPMENT CO. INC. 4,760.91 DE MARCO,
 DAVID 3,172.64 DEER PATH INN 5,234.96 DELL MARKETING L.P 8,586.99 DEMUTH INC 43,955.00 DEUTSCH, INC 11,392.20 DI
 MEO BROS INC 34,700.00 DI TOMASSO EXCAVATING 18,815.00 DINGES FIRE COMPANY 26,729.49 DIRECT FITNESS SOLUTIONS,
 LLC 14,153.40 DIRECT RESPONSE RESOURCE INC 19,508.80 DISCOUNT SCHOOL SUPPLY 3,686.74 DIVINCI PAINTERS INC
 92,134.00 DIVISION OF VITAL RECORDS 12,652.00 DK ORGANICS LLC 31,881.00 DOCUWARE CORPORATION 8,299.56 DONATI'S
 OF LAKE FOREST 6,334.93 DP CONSULTING, LLC 19,040.00 DUMONT WENDY R 4,741.45 DUNNET BAY CONSTRUCTION
 592,727.04 DUROWELD CO INC 18,563.50 ECESSA CORPORATION 3,664.00 EDUCATIONAL PERFORMANCE TOURS 18,370.00 EJ
 EQUIPMENT INC. 11,154.66 ELAWA FARM FOUNDATION 28,422.76 ELEVATOR INSPECTION SERVICE CO, INC 7,028.00 ELITE
 GROWERS 2,692.90 ENTERPRISE RENT-A-CAR 3,718.34 ENTRE SOLUTIONS II 17,308.00 ESRI 9,700.00 ESTATES MARVIN
 WINDOW CENTER 16,283.98 EUCLID INSURANCE SERVICES INC 2,914.24 EXCEL LTD, INC. 9,733.47 FAMILY SERVICE OF LAKE
 COUNTY 8,600.00 FASTENAL COMPANY 4,042.79 FGM ARCHITECTS INC. 40,000.00 FILIPPINI LAW FIRM LLP 486,599.00
 FILTRATION CONCEPTS, INC. 7,210.56 FIRE PENSION PAYMENTS 2,516,372.26 FIRST MATE YACHT DETAILING, INC 2,955.00
 FIRST NATIONAL BANK OF OMAHA 219,272.15 FIRST POINT MECHANICAL SERVICES LLC 46,119.33 FIRST STUDENT INC 3,477.59
 FLESCHE, CHARLES B. 3,096.96 FLIPS GYMNASTICS NORTH SHORE 21,940.00 FLOLO CORPORATION 15,778.03 FOCUS
 ACQUISITION COMPANY LLC 4,090.00 FORMED PLASTICS, INC 4,635.75 FOSTER & FOSTER, INC. 16,900.00 FOUNDATION
 BUILDING MATERIALS, LLC 3,203.85 FRANK H. GILL COMPANY 17,531.49 FRIENDS OF LAKE FOREST PARKS & REC 72,562.50 G &
 O THERMAL SUPPLY CO. 3,578.71 GALLS INC. 13,964.93 GAS DEPOT INC 113,079.03 GATE OPTIONS 7,782.04 GATWOOD CRANE
 SERVICE INC 3,730.00 GEHRING TIM 2,581.60 GEMPLER'S, INC. 4,881.07 GETZ'S INCORPORATED 6,751.39 GEWALT-HAMILTON
 ASSOC INC 212,669.39 GIS CONSORTIUM 4,388.66 GLACIER OAKS NURSERY INC 4,586.00 GLOBAL EMERGENCY PRODUCTS INC
 7,309.37 GLOBAL EQUIPMENT COMPANY, INC. 3,036.25 GOODMAN ELECTRIC SUPPLY 27,813.39 GORTON COMMUNITY
 CENTER 13,633.22 GOSEWISCH, PATRICK E. 13,209.00 GOVTEMPS USA, LLC 30,164.40 GRAF TREE CARE, INC. 4,860.00
 GRAINGER 61,556.28 GRANT WRITING CONSULTANTS LLC 9,833.00 GRAPHIC PARTNERS, INC. 3,323.00 GRAYBAR ELECTRIC
 COMPANY, INC. 3,979.20 GREENS BY WHITE INC 4,216.92 GREG'S AUTO BODY, INC. 19,340.06 GREINIG, THERESA 4,106.25 GRO
 HORTICULTURAL ENTERPRISES 12,425.00 GUY SCOPELLITI CO., INC. 13,768.20 H T STRENGER INC 4,542.78 HAAPANEN
 BROTHERS, INC. 9,929.99 HALLORAN & YAUCH INC. 13,280.53 HAMBURG, FRED 3,625.30 HANSON PROFESSIONAL SERVICES
 INC. 4,206.61 HAVEY COMMUNICATIONS INC 56,764.40 HEALTH ENDEAVORS, S. C. 19,560.00 HEARTLAND BUSINESS SYSTEMS,
 LLC 15,078.91 HEARTLAND LABEL PRINTERS, INC. 14,967.00 HELLER CATERING 10,680.80 HENRY FRERK SONS INC. 8,768.35
 HERITAGE CRYSTAL CLEAN LLC 2,505.66 HERKY'S TRUCKING INC 17,100.00 HOBBY LOBBY CREATIVE CENTERS 4,774.13 HOERR
 CONSTRUCTION, INC 154,364.80 HOLIAN INSULATION COMPANY, INC. 4,295.00 HOME DEPOT 46,919.61 HOUSTON RADAR LLC
 6,886.00 HOWE SECURITY, INC 6,430.32 I.R.M.A. 207,390.77 I/O SOLUTIONS, INC 5,230.00 ICMA 4,724.38 IDENTITY CUSTOM
 SPORTSWEAR INC 3,000.00 IDLEWOOD ELECTRIC SUPPLY 9,061.28 IL DEPT. OF INNOVATION & TECHNOLOGY 7,603.77 IL PUB
 EMPL LABOR RELATIONS ASSOC 3,920.00 ILL DEPT OF EMPLOYMENT SECURITY 74,659.25 ILLINOIS DEPT OF REVENUE 11,011.00
 ILLINOIS DEPT OF TRANSPORTATION 10,920.00 ILLINOIS FIRE CHIEFS ASSOCIATION 4,150.00 ILLINOIS GIRLS LACROSSE
 ASSOCIATION 10,981.87 ILLINOIS MUNICIPAL RETIREMENT FUND 1,521,633.77 ILLINOIS PUMP INC 32,819.26 ILLINOIS ROOF
 CONSULTING ASSOC 7,820.00 ILLINOIS STATE POLICE 3,620.29 ILLINOIS STATE TREASURER'S OFFICE 2,832.35 ILLUMANT, LLC
 19,000.00 IMS INFRASTRUCTURE MANAGEMENT SRVS 4,052.70 INK'N TEES 3,731.11 INNER SECURITY SYSTEMS, INC. 11,281.50
 INTERDEV, LLC 75,825.87 INTERNAL REVENUE SERVICE 1,160,642.52 INTERNATIONAL SECURITY PRODUCTS 3,398.58
 INTERSTATE BATTERY OF NORTHERN ILL 7,203.12 INTERSTATE POWER SYSTEMS, INC. 10,769.29 JACOB & HEFNER ASSOCIATES,
 INC 2,739.63 JACOBS, LISA M. 3,598.00 JAMES LA DUKE AND ASSOCIATES 25,429.00 JAMES W SMITH PRINTING COMPANY
 9,025.00 JAS ENVIRONMENTAL, INC. 4,342.50 JEFFREY ELEVATOR COMPANY 6,000.00 JETER LAW OFFICE 26,887.50 JETS
 ELECTRICAL TESTING & FIELD ENG 15,275.22 JEWISH COUNCIL FOR YOUTH SERVICES 19,000.00 JG UNIFORMS, INC. 25,143.27
 JNL CLIMATE CONTROL, INC. 7,884.00 JOHN KENO AND COMPANY, INC 357,524.44 JOHN S. SWIFT COMPANY, INC 9,551.01
 JOSEPH J HENDERSON & SON INC 5,826,089.46 JPS ANALYTICS, INC. 10,200.00 JULIE INC 8,055.32 JWC MEDIA 17,894.00 K & M
 MARKETING INC 6,668.74 K H M PLASTICS, INC 7,523.25 K. H. KIM'S TAE KWON DO 6,464.25 KAPLAN PAVING, LLC 43,250.32
 KARL STELTER STUDIOS, LLC 4,100.00 KAYHAN INTERNATIONAL LIMITED 2,725.26 KELMSCOTT PARK REALTY LLC 862,500.00
 KEMPER SPORTS MANAGEMENT, INC. 97,415.08 KENOSHA NEWS 3,360.65 KIDDLES INC 17,368.52 KIEFER USA 33,620.00
 KINNUCAN 4,715.00 KIRBY PEST CONTROL 2,795.00 KONICA MINOLTA BUSINESS SOLUTIONS 27,305.61 KONICA MINOLTA
 BUSINESS SOLUTIONS 3,347.50 KOWALSKI MEMORIALS INC 4,612.00 KRUGEL COBBLES, INC. 53,625.00 LAFORCE INC 15,803.00

LAKE BLUFF PARK DISTRICT 2,510.00 LAKE CO PARTNERSHIP/ECON DEVELOP 3,877.00 LAKE COUNTY COLLECTOR 29,245.79
 LAKE COUNTY GRADING CO 980,683.95 LAKE COUNTY HOSE AND EQUIPMENT 9,432.44 LAKE COUNTY PRESS, INC 33,572.74
 LAKE COUNTY RECORDER 2,560.00 LAKE COUNTY STORMWATER 6,080.00 LAKE FOREST ACADEMY 3,600.00 LAKE FOREST BANK
 AND TRUST 235,559.15 LAKE FOREST BP 7,924.64 LAKE FOREST CLUB 8,223.00 LAKE FOREST COLLEGE 247,416.80 LAKE FOREST
 COMM HIGH SCH 115 3,114.72 LAKE FOREST HARDWARE 3,185.02 LAKE FOREST LACROSSE ASSOCIATION 35,514.00 LAKE
 FOREST LAKE BLUFF HST SOC 5,000.00 LAKE FOREST LANDMARK DEVELOPMENT 18,767.85 LAKE FOREST PARK & REC
 FOUNDATION 500,000.00 LAKELAND HVAC AUTOMATION INC 32,370.00 LAKESHORE RECYCLING SYSTEMS 3,618.77 LAKESIDE
 INTERNATIONAL TRUCKS, LLC 40,873.49 LALUZERNE & SMITH LTD. 55,593.75 LANDMARK CONTRACTORS, INC 322,165.09
 LANDSCAPE CONCEPTS MANAGEMENT INC 96,550.00 LANDSCAPE FORMS 4,405.00 LANDSCAPE STRUCTURES, INC. 198,867.00
 LANGUAGE STARS 2,756.00 LARSEN FLORIST / GREENHOUSE 6,125.00 LAUTERBACH & AMEN LLP 4,300.00 LAW ENFORCEMENT
 TRAINING LLC 2,579.67 LAW OFFICE OF HENRY TONIGAN, RET PC 9,000.00 LAWSON PRODUCTS, INC. 15,795.95 LEACH
 ENTERPRISES INC 15,432.15 LEADS ONLINE LLC 2,848.00 LEAF CAPITAL FUNDING LLC 5,638.59 LEGEND APPAREL USA 8,595.92
 LEXIPOL, LLC 5,054.00 LF/LB AM ROTARY 2,769.00 LIBERTY PRAIRIE RESTORATIONS 6,924.58 LIBERTYVILLE LINCOLN SALES, INC
 2,624.87 LID LANDSCAPES, INC. 3,715.00 LIFE FITNESS 18,395.04 LIFE INSURANCE CO OF NORTH AMERICA 49,239.19 LINDCO
 EQUIPMENT SALES, INC. 11,494.99 LIVING WATERS CONSULTANTS, INC. 4,950.00 LIZZETTE MEDINA & CO 3,330.33 LOFTIS,
 JACQUELINE 6,075.00 LOHMANN GOLF DESIGNS 12,135.00 LOOM CRAFT, INC 7,341.97 LOWE'S CREDIT SERVICES 6,198.86
 LUCAS LANDSCAPING AND DESIGN 5,810.00 LYNCH CONSTRUCTION CORPORATION 7,738.30 LYONS ELECTRIC COMPANY, INC.
 28,771.81 M. TANZILLO, INC. 12,225.00 MABAS DIVISION 4 5,925.00 MAG CONSTRUCTION CO 336,712.44 MAJESTIC OAKS
 NURSERY LLC 20,181.00 MANEVAL CONSTRUCTION CO INC 79,692.06 MANFREDINI LANDSCAPING CO., INC. 33,113.44
 MANSFIELD OIL COMPANY 38,407.70 MARIANI LANDSCAPE 87,874.07 MARIANI PLANTS 20,768.65 MARION INC 9,240.00
 MARTELLE WATER TREATMENT, INC. 20,297.57 MARTIN PETERSEN CO INC 37,214.52 MARTINELLI CORP 2,579.00 MASS
 MEDICAL S.C. 22,254.95 MAX-R 23,353.25 MCFARLANE DOUGLASS & COMPANIES 19,500.00 MCLAUGHLIN BOAT WORKS
 16,533.46 MCMASTER CARR 11,493.91 MCNEILUS TRUCK & MFG CO 35,678.80 MEDICAL AND DENTAL CLAIMS 4,472,224.80
 MENONI & MOCOGNI INC 16,293.84 MID AMERICA TILE INC 18,936.60 MID AMERICAN WATER OF WAUCONDA 12,824.00
 MIDLAND PAPER 4,712.15 MIDWEST COMPUTER RECYCLING, INC 2,915.75 MIDWEST FENCE CORPORATION 5,135.00 MIDWEST
 FUEL INJECTION SERVICE 8,464.91 MIDWEST GROUNDCOVERS 5,904.20 MIDWEST LEADERSHIP INSTITUTE 9,836.20 MIDWEST
 MOBILE WASHERS, LLC 7,350.00 MIDWEST NETTING SOLUTIONS, LLC 3,660.00 MILLENNIUM 8,120.00 MISC ONE TIME VENDOR
 20,279.99 MNJ TECHNOLOGIES DIRECT, INC. 51,455.99 MOODY'S INVESTORS SERVICE 14,000.00 MORRISON ASSOCIATES LTD
 21,425.00 MORTON SALT CO 89,224.51 MOST DEPENDABLE FOUNTAINS, INC. 3,120.00 MPC COMMUNICATIONS & LIGHTING,
 INC 4,797.20 MULLER, JESSICA 4,567.50 MUNICIPAL GIS PARTNERS, INC. 212,102.14 MUNICIPAL MARKING DISTRIBUTORS
 2,795.99 MUNICIPAL SYSTEMS, INC. 35,835.15 MURPHY CARPENTRY INC 17,032.00 MUTUAL SERVICES OF HIGHLAND PARK
 10,436.49 NAT'L ALLIANCE OF PRESERVATION 7,000.00 NAVEX GLOBAL, INC 2,526.00 NEENAH FOUNDRY 7,246.04 NEOGOV
 11,407.00 NEOPOST USA, INC 4,305.00 NEPTUN LIGHT, INC 27,991.00 NILCO, INC 21,545.00 NIPSTA 5,925.00 NOLAN,
 KATHLEEN M. 3,828.60 NORATEK SOLUTIONS 2,850.00 NORMAN, SCOTT 6,342.76 NORTH EAST MULTI-REGIONAL TRAINING
 10,774.00 NORTH SHORE GAS COMPANY 32,076.16 NORTH SHORE UNIVER HEALTH SYSTEM 3,776.80 NORTH SHORE WATER
 RECLAMATION DIST 12,170.22 NORTHEASTERN IL REG CRIME LABORATOR 28,831.00 NORTHERN DIVERS USA, INC 92,050.00
 NORTHERN ILL POLICE ALARM SYS 6,611.84 NORTHERN SAFETY CO INC 3,581.65 NORTHERN TOOL& EQUIPMENT CO 3,218.54
 NORTHWEST MUNICIPAL CONFERENCE 14,875.00 NORTHWESTERN UNIVERSITY 7,350.00 NORTHWIND PERENNIAL FARM, INC
 2,830.30 NORTHWOODS WREATHS LLC 4,776.00 NSSRA 272,848.33 NUTOYS LEISURE PRODUCTS INC 13,407.36 O C TANNER
 14,561.00 O'HARE DANCE STUDIOS INC 25,113.41 OLIVER ADJUSTMENT COMPANY 2,857.28 OLSON BROS RECREATIONAL
 SURFACES 21,367.27 OLSON RUG & FLOORING 7,344.50 OLSON TRANSPORTATION, INC. 46,081.25 OM WORKSPACE - CHICAGO
 8,133.95 OPENGOV, INC. 8,500.00 OPUS DEVELOPMENT COMPANY LLC 229,152.02 OTIS ELEVATOR COMPANY 11,928.40
 OVERHEAD DOOR CO 30,541.92 P CLIFFORD MILLER INC 127,935.00 P R STREICH & SONS INC 4,455.18 PALMEN BUICK GMC
 CADILLAC, INC 63,920.00 PAR-KAN COMPANY LLC 12,450.00 PARKMOBILE USA, INC 7,678.69 PASQUESI HOME & GARDENS
 8,713.07 PASQUESI PLUMBING CORP 23,823.00 PATRIOT PAVEMENT MAINTENANCE 29,999.97 PATTEN POWER SYSTEMS
 4,579.45 PAUL CONWAY SHIELDS 2,627.62 PDC LABORATORIES, INC. 8,014.25 PERSONNEL STRATEGIES LLC 14,450.00 PETER
 BAKER & SON 1,097,242.57 PETERSON PRODUCTS 9,150.65 PETROLIANCE LLC 39,379.19 PILATES WITH AUDREY 4,272.00
 PITNEY BOWES INC 2,941.41 PITNEY BOWES RESERVE ACCOUNT 8,999.00 POLICE PENSION PAYMENTS 2,726,336.08 POLICEONE
 4,235.00 PORTER, LINDA S. 21,428.00 POSTAL EXPRESS CENTER, INC. 3,108.91 PRAIRIE MOON NURSERY 4,949.94 PRECISION
 PAVEMENT MARKINGS, INC. 5,300.00 PRINT TECH INC 7,303.00 PROFESSIONAL BENEFITS ADMINISTRATION 790,717.54 PURELY
 SIMPLE KITCHEN 3,800.00 QUICKET SOLUTIONS, INC. 25,922.00 R & S BRISTOL FARM LLC 39,627.50 R A MANCINI, INC.

1,781,967.09 R C TOPSOIL 3,705.00 R&R TEXTILE MILLS, INC. 5,385.31 RAY O'HERRON CO INC 25,802.87 RAY SCHRAMER & CO
 6,406.25 REALESTATE TRANSFER TAX REFUND 76,985.00 RECREATION PROGRAM REFUNDS 32,178.98 RED WING SHOES
 5,782.85 REDVECTOR.COM, LLC 4,537.00 REINDERS, INC. 17,435.77 RESOURCE MANAGEMENT ASSOCIATES 6,567.44 RESOURCE
 MANAGEMENT-CHICAGO RIDGE 77,122.63 REVOLUTION DANCEWEAR 4,603.91 REX RADIATOR 5,319.00 RHL ENTERPRISES LLC
 6,275.70 RHODE ISLAND NOVELTY, INC 2,719.45 RICHARD L. MILLER DVM P.A. 10,500.00 RLB HYDRAULIC SERVICE INC. 2,978.38
 ROBERTS, CHRISTOPHER 3,975.00 ROCCO FIORE & SONS 4,603.55 RODENTPRO.COM, LLC 2,854.50 ROGAN'S SHOE 3,195.48
 RON CLESEN'S ORNAMENTAL PLANTS 4,007.15 RONDOUT SERVICE CENTER 6,400.50 RUSSO HARDWARE, INC. 23,658.07 RYDIN
 DECAL 4,264.72 SAM'S WEST, INC. 15,871.41 SANDY'S LAWN & TREE CARE, INC 7,220.00 SANS INSTITUTE 2,760.00 SAVEL,
 NICHOLAS 5,640.20 SCHAEFER SYSTEMS INTERNATIONAL, INC 5,802.00 SCHOOL DISTRICT 67 8,363.60 SCHROEDER &
 SCHROEDER, INC. 130,829.56 SCIENTIFIC METHODS INC. 4,980.00 SELECTRON TECHNOLOGIES, INC 9,780.00 SEMERSKY
 ENTERPRISES 30,053.43 SERVICE EXPRESS, INC. 5,902.88 SESSLER FORD INC 3,201.15 SEYFARTH SHAW LLP 13,936.00 S-FOUR
 ENTERPRISES, INC. 12,561.50 SHAREGATE GROUP INC 3,995.00 SHARP BRUSH INC 16,175.00 SHEAFFER LANDSCAPE
 ARCHITECTS 2,864.20 SHEPELL.FGI 5,450.00 SHERIDAN AUTO PARTS 6,099.37 SHI INTERNATIONAL CORP 16,059.00 SICALCO
 LTD 7,684.65 SILK-SCREENING BY WILL 6,715.51 SIPOS, CHRIS 9,600.00 SITEONE LANDSCAPE SUPPLY, LLC 13,759.03 SODEXO
 SERVICES 2,778.55 SOLARWINDS, INC 2,859.00 SOLID WASTE AGENCY OF LAKE COUNTY 9,702.50 SPEER FINANCIAL, INC.
 30,930.70 SPRING ALIGN OF PALATINE INC 4,249.86 STANDARD EQUIPMENT COMPANY 751,089.57 STEIN, RONALD W. 8,074.27
 STEINER ELECTRIC COMPANY 38,834.83 STEPP PARTS COMPANY 6,295.86 STEVE OLSON PRINTING AND DESIGN 3,732.30
 STRAND ASSOCIATES, INC 423,429.93 STRYKER SALES CORPORATION 33,182.76 SUNSET FOOD MART INC 19,498.62 SUPERION,
 LLC 75,282.62 SUPERIOR INDUSTRIAL SUPPLY 15,407.32 SUPERIOR ROAD STRIPING INC 89,971.20 SVANACO 10,690.00 TDS
 DOOR COMPANY 33,275.86 TEAM REIL, INC. 4,183.00 TEC ELECTRIC INC 16,076.38 TEREX UTILITIES, INC 12,788.89 TERMINAL
 SUPPLY COMPANY 3,666.17 THE BEAN FARM 4,760.00 THE BOARD OF TRUSTEES 63,594.47 THE BUREAU OF NAT'L AFFAIRS INC
 4,579.00 THE CITY OF LAKE FOREST 7,739.09 THE DAVEY TREE EXPERT COMPANY 3,365.00 THE MULCH CENTER 6,789.00 THE
 SCOTTISH PLUMBER, LLC 9,800.00 THELEN MATERIALS 8,991.45 THIRD MILLENNIUM ASSOCIATES, INC 8,297.65 THOMPSON
 HINE LLP 14,305.00 THYBONY PAINT & WALLCOVERINGS 5,423.11 THYSENKRUPP ELEVATOR CORP 16,010.35 TIEGS, MICHAEL L
 3,087.42 TIMBERLINE FISHERIES CORP 4,018.35 TOTAL PARKING SOLUTIONS, INC. 11,775.00 TRAC EQUIPMENT COMPANY, INC.
 4,046.34 TRADITIONAL CONCRETE PRODUCTS 19,214.00 TRAFFIC CONTROL&PROTECTION INC 20,703.35 TREDROC TIRE
 SERVICE 31,992.57 TRUGREEN LP 19,641.30 ULINE, INC. 12,146.45 UNITED RADIO COMM INC 4,427.44 UNITED STATES POSTAL
 SERVICE 20,000.00 USA BLUEBOOK 28,932.32 VCG LTD 10,390.41 VELOCITY EHS 4,998.00 VERIZON WIRELESS MESSAGING
 SERVICES 102,424.83 VERMEER ILLINOIS INC 4,995.00 VERMONT SYSTEMS, INC 10,917.00 VERNON HILLS ANIMAL HOSPITAL
 3,321.46 VERTIV SERVICES, INC 7,452.48 VILLAGE OF DEERFIELD 29,030.06 VILLAGE OF GLENVIEW 688,305.95 VILLAGE OF LAKE
 BLUFF 4,401.10 VILLARREAL ENTERPRISES INC. 9,450.00 VISION SOLUTIONS, INC. 3,668.47 VULCAN MATERIALS COMPANY
 8,590.97 WAKE MARINE 2,566.15 WALKER, LINDA A. 7,785.00 WAREHOUSE DIRECT 50,845.82 WATER REFUNDS 7,549.49
 WATER SAFETY PRODUCTS INC 2,599.24 WAUKEGAN SAFE & LOCK LTD 3,508.46 WAUKEGAN TIRE & SUPPLY CO, INC. 15,558.68
 WAUKEGAN-GURNEE GLASS 5,448.60 WEISSMAN'S DESIGNS FOR DANCE 5,015.05 WELDING BY K & K, LLC 4,111.84 WELLS
 FARGO 4,797,552.01 WENNINGTON, WILLIAM 3,658.18 WEST GROUP PAYMENT CENTER 4,286.26 WEST MARINE PRODUCTS,
 INC. 2,981.20 WHIPPLE CONSULTING LLC. 19,980.00 WILLIAM BLAIR & COMPANY, LLC 11,450.32 WILLIAM J. CASSIDY TIRE
 4,994.00 WILLIAM SCHELHAS MEDIA SERVICES 23,012.40 WILSON NURSERIES, INC 17,349.10 WISS JANNEY ELSTNER ASSOC
 57,822.63 WOODWARD PRINTING SERVICES 13,544.76 WORLD HDD, LLC 14,399.00 WRIGHT BENEFIT STRATEGIES INC
 30,000.00 XGD SYSTEMS, LLC 1,089,951.22 XO HOLDINGS 22,856.74 YOUNG, SPENCER R. 4,142.01 ZARNOTH BRUSH WORKS
 INC 3,803.70 ZELK, KEVIN 8,536.46 ZION LANDFILL T1 294,258.18 ZOLL MEDICAL CORPORATION 9,054.65 ZW USA, INC. 3,313.93

TOTAL VENDORS \$47,488,969.73

SUMMARY STATEMENT OF CONDITION

	<u>General</u>	<u>Special Revenue</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Enterprise</u>	<u>Internal Service</u>	<u>Fiduciary</u>	Discretely Presented Component <u>Unit</u>
Revenues	\$ 35,846,518	\$ 12,773,807	\$ 3,638,915	\$ 1,844,294	\$ 11,493,773	\$ 8,599,790	\$ 85,120	\$ 4,310,492
Expenditures	<u>(30,213,544)</u>	<u>(12,263,102)</u>	<u>(6,239,484)</u>	<u>(2,580,142)</u>	<u>(18,775,014)</u>	<u>(7,975,280)</u>	<u>(36,049)</u>	<u>(3,521,332)</u>
Excess of Revenues Over (Under) Expenditures	5,632,974	510,705	(2,600,569)	(735,848)	(7,281,241)	624,510	49,071	789,160
Transfers In	-	861,719	3,076,762	860,793	2,250,746			-
Transfers Out	(5,929,540)	(837,000)	(241,600)	(41,880)	-			-
Debt issuance installment contract		-		-				-
Bond Proceeds		-	-	-	9,295,000			-
Other	<u>-</u>	<u>1,485</u>	<u>24,591</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Fund Balance	(296,566)	536,909	259,184	83,065	4,264,505	624,510	49,071	789,160
Previous Year Fund Balance	29,577,448	12,154,803	6,362,784	1,438,822	7,854,558	7,747,513	489,201	2,798,746
Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Current Year Ending Fund Balance	<u>\$ 29,280,882</u>	<u>\$ 12,691,712</u>	<u>\$ 6,621,968</u>	<u>\$ 1,521,887</u>	<u>\$ 12,119,063</u>	<u>\$ 8,372,023</u>	<u>\$ 538,272</u>	<u>\$ 3,587,906</u>

Total Debt Outstanding

<u>Beginning of Year</u>	<u>Issued Current Fiscal Year</u>	<u>Retired Current Fiscal Year</u>	<u>Outstanding End of Year</u>
<u>\$ 48,276,205</u>	<u>9,295,000</u>	<u>3,250,796</u>	<u>\$ 54,320,409</u>

Subscribed and sworn to this 15th of October, 2018

/s/ Elizabeth A. Holleb, City Treasurer

I, Margaret Boyer City Clerk of The City of Lake Forest, Lake County, Illinois, do hereby certify that the above is a true copy of the Annual Treasurer's Report for the fiscal year ending April 30, 2018

/s/ Margaret Boyer, City Clerk

**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:

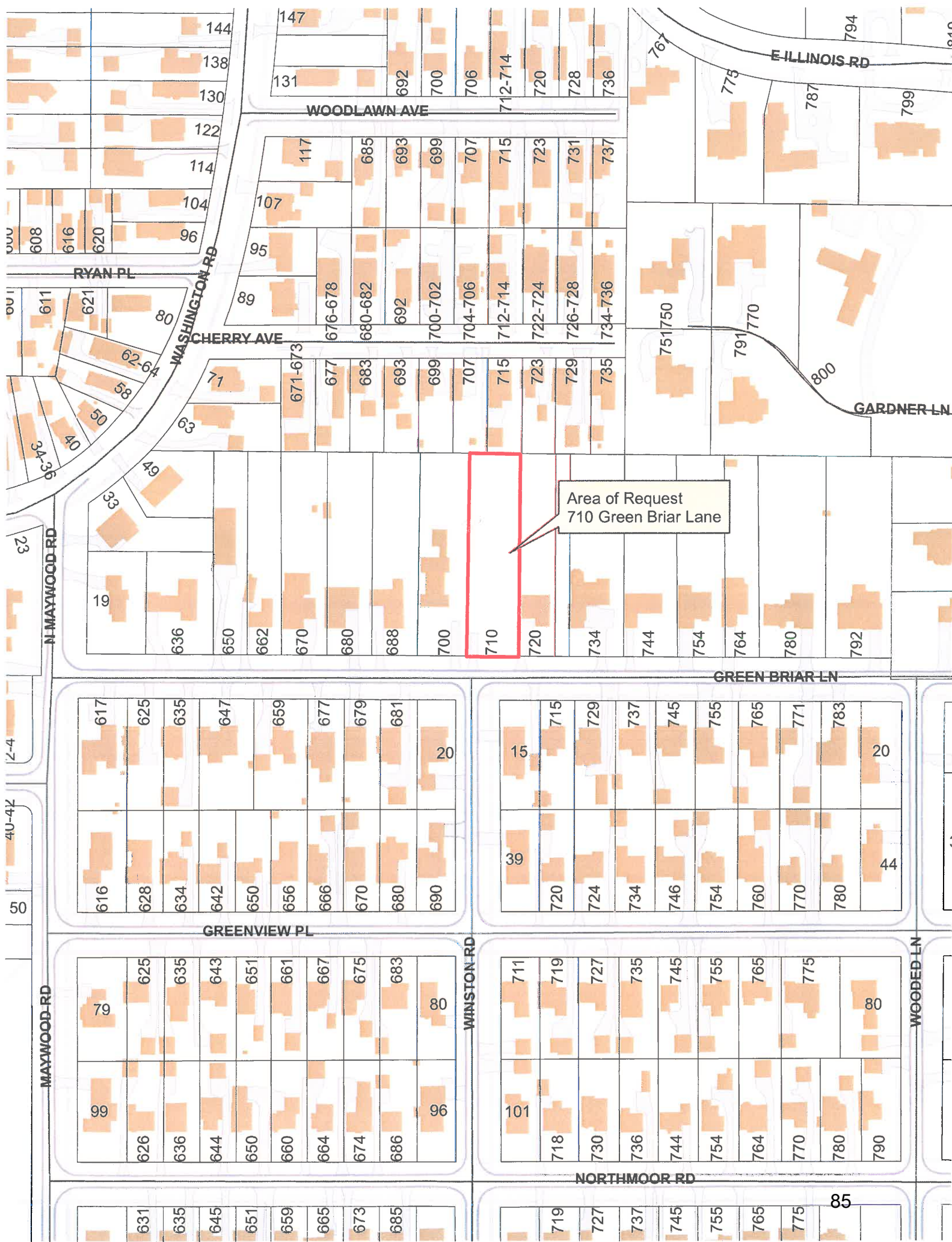
By: _____

Name: _____

Title: _____

Date: _____

4829-8396-4529, v. 1



Area of Request
710 Green Briar Lane

NORTHMOOR RD

85

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 710 GREEN BRIAR LANE

WHEREAS, 28835 Properties LLC (Richard and Lena Hall) ("**Owners**") are the owners of that certain real property commonly known as 710 Green Briar Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Property is a vacant, buildable lot; and

WHEREAS, the Owners desire to build a new residence, attached garage and make other site improvements ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the 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 October 3, 2018; and

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

1. the Property is located within the R-1, Single Family Residence District under the City Code,
2. 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 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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

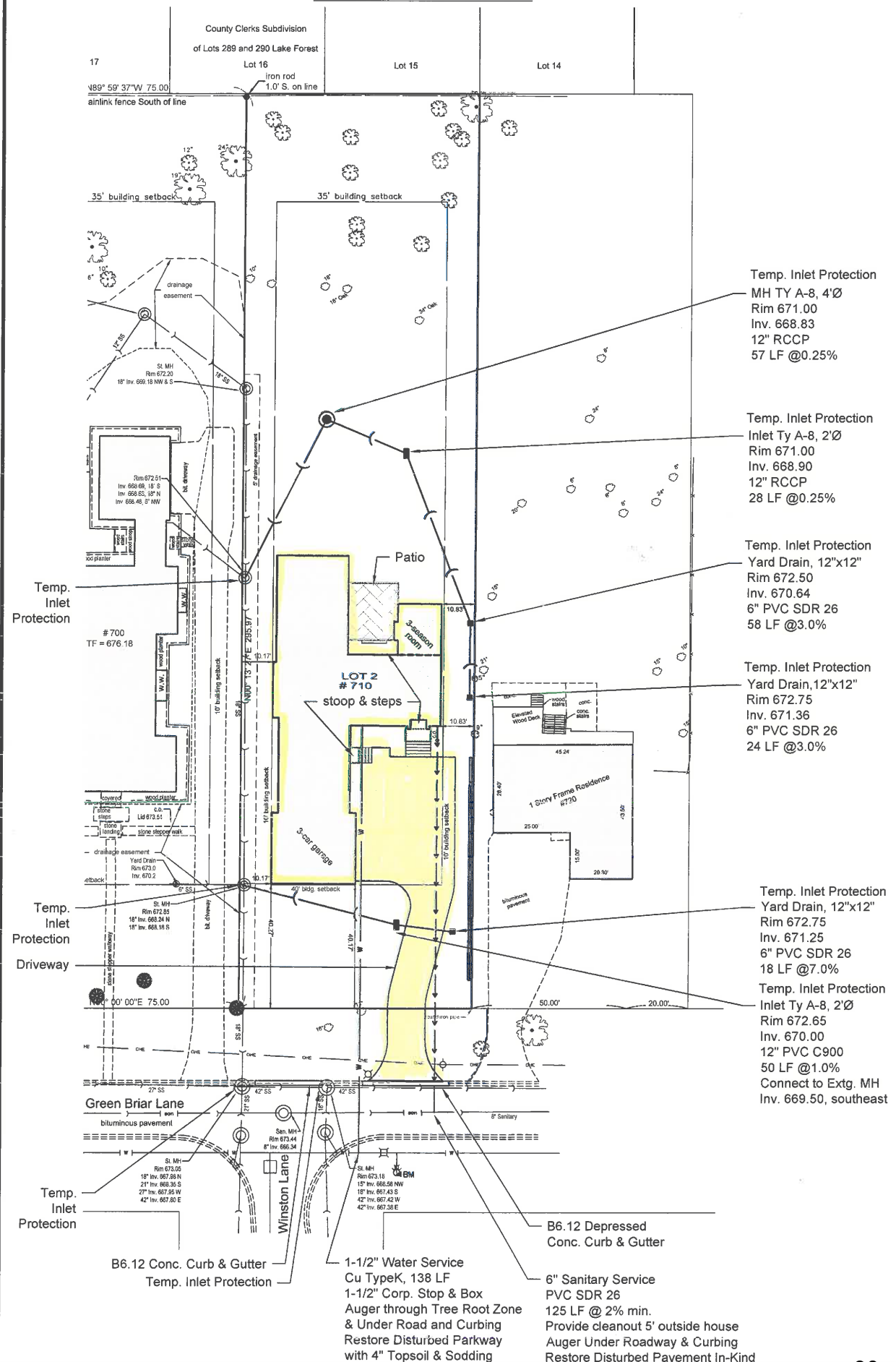
PASSED THIS __ DAY OF _____, 2018.

Mayor

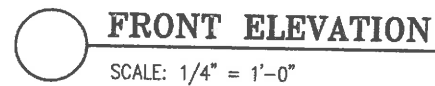
ATTEST:

City Clerk

Improvement Plan

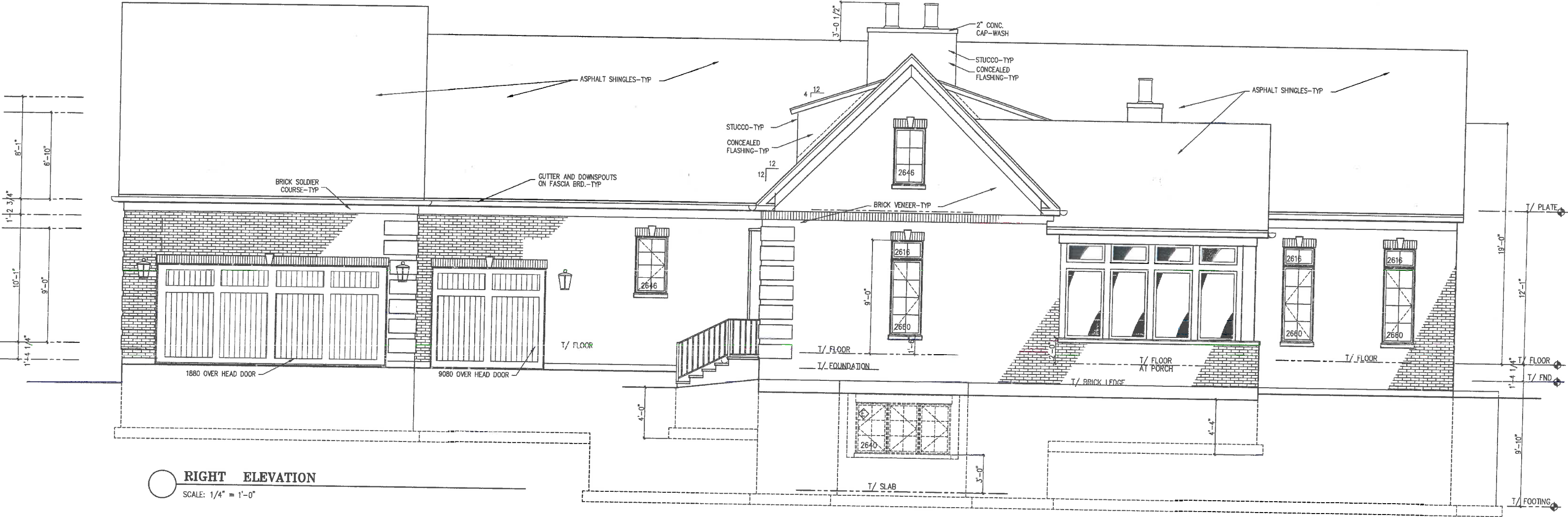


The Plans



GROUP EXHIBIT B

The Plans



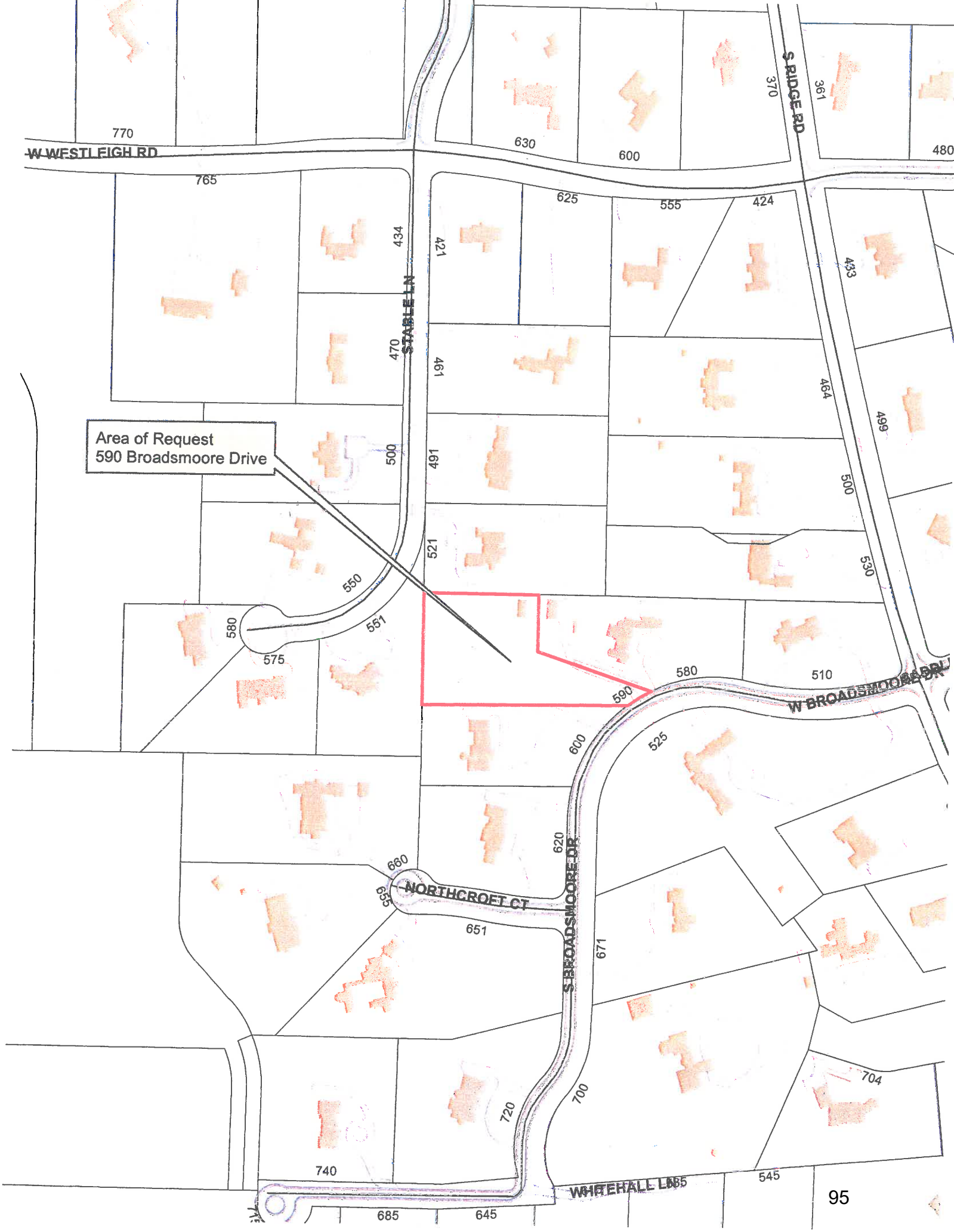
GROUP EXHIBIT B

The Plans



REAR ELEVATION





Area of Request
590 Broadsmoore Drive

W WESTLEIGH RD

S RIDGE RD

S BROADSMOORE DR

NORTHCROFT CT

S BROADSMOORE DR

WHITEHALL LN

W BROADSMOORE DR

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 590 BROADSMOORE DRIVE

WHEREAS, Kathleen S Daniels, trustee ("**Owner**") is the owner of that certain real property commonly known as 590 Broadsmoore Drive, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Property is a vacant, buildable lot; and

WHEREAS, the Owner desires to build a new residence, attached garage and make other site improvements ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on October 3, 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-4, 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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2018.

Mayor

ATTEST:

City Clerk

Drawing Name
Conceptual Grading Plan
100

GROUP EXHIBIT B

The Plans



1 EAST EXTERIOR ELEVATION
Scale: 1/4" = 1'-0"

WINDOW SCHEDULE								
KEY	UNIT NUMBER	UNIT TYPE	MANUF.	UNIT SIZE (W X H)	R.O. SIZE (W X H)	NAT. LIGHT	NAT. VENT	REMARKS
A	3571	CASEMENT	PELLA	35"X71"	35 3/4" X 71 3/4"	13.2 SF	16.1 SF	
B	(3) 3571	CASEMENT	PELLA	35"X71"	105 3/4" X 98 3/4"	51 SF	63.3 SF	4" HOR. MULL.
B.1	(3) 3523	TRANSOM	PELLA	35"X23"				
C	(2) 3547	CASEMENT	PELLA	35"X47"	70 3/4" X 71 3/4"	17.6 SF	21.2 SF	
D	(2) 3571	CASEMENT	PELLA	35"X71"	74 3/4" X 71 3/4"	27.6 SF	32.2 SF	4" VERT. MULL.
E	(2) 3571	CASEMENT	PELLA	35"X71"	70 3/4" X 71 3/4"	41.1 SF	48.3 SF	
F	(3) 3547	CASEMENT	PELLA	35"X47"	113 3/4" X 47 3/4"	26.4 SF	31.8 SF	(2) 4" VERT. MULL.
G	(2) 3571	CASEMENT	PELLA	35"X71"	70 3/4" X 71 3/4"	17.6 SF	32.2 SF	
H	3547	CASEMENT	PELLA	35"X47"	35 3/4" X 47 3/4"	8.8 SF	10.6 SF	
J	(3) 3571	CASEMENT	PELLA	35"X71"	105 3/4" X 71 3/4"	41.4 SF	48.3 SF	
K	(3) 3547	CASEMENT	PELLA	35"X47"	105 3/4" X 47 3/4"	26.4 SF	31.8 SF	
L	1735	CASEMENT	PELLA	17"X35"	17 3/4" X 35 3/4"	2.5 SF	3.6 SF	
M	3547	CASEMENT	PELLA	35"X47"	35 3/4" X 47 3/4"	8.8 SF	10.6 SF	
N	3523 (CUSTOM)	CASEMENT	PELLA	35"X23"	35 3/4" X 23 3/4"	3.8 SF	5 SF	
P	(2) 2571	CASEMENT	PELLA	25"X71"	50 3/4" X 98 3/4"	23.4 SF	28.6 SF	4" HOR. MULL.
P.1	(2) 2523	TRANSOM	PELLA	21"X23"				
Q	(3) 3571	CASEMENT	PELLA	35"X71"	105 3/4" X 71 3/4"	41.4 SF	48.3 SF	
R	3896	PATIO DOOR	PELLA	38"X96"	38 5/8" X 96"	15.2 SF	22.9 SF	
S	(3) 3896	PATIO DOOR W/ SIDELITE	PELLA	38"X96"	114 5/8" X 95 1/2"	45.6 SF	NA	
T	(3) 3896	PATIO DOOR W/ SIDELITE	PELLA	38"X96"	114 5/8" X 95 1/2"	45.6 SF	22.9 SF	
U	CUSTOM	FOLDING DOOR	CENTOR	38"X96"	188 1/8" X 95 1/2"	87.6 SF	116.5 SF	
V	(3) 3547	CASEMENT	PELLA	35"X47"	105 3/4" X 47 3/4"	26.4 SF	31.8 SF	
X	7296	FRENCH DOOR W/ SIDELITE	PELLA	72"X96"	72" X 96"	28.2 SF	21 SF	
Y	(2) 3523	CASEMENT	PELLA	35"X23"	70 3/4" X 23 3/4"	7.6 SF	10 SF	

NOTES

- ALL PELLA WINDOWS ARE TO BE THE 'ARCHITECT SERIES CONTEMPORARY' LINE U.O.N.
- SEE ELEVATIONS FOR MUNTIN CONFIGURATION AT ALL WINDOWS
- SEE ELEVATIONS FOR CASEMENT SWING DIRECTION, NO INDICATION OF SWING = FIXED UNIT
- ALL WINDOWS TO HAVE INSULATED & LOW-E GLAZING
- ALL DOORS TO HAVE MULTI-POINT LOCKING SYSTEM & SCREEN DOORS, AND ALUMINUM SILLS
- ALL WINDOW EXTERIOR TO BE ALUMINUM CLAD IN STANDARD COLOR
- ALL INTERIOR SCREENS AND HARDWARE TO BE WHITE
- ALL EXTERIOR SCREENS TO MATCH CLAD COLOR
- ALL WINDOWS TO HAVE PRIMED INTERIOR, UNLESS NOTED
- ALL DOORS TO BE KEVED ALIKE

590 Broadmoore
Lake Forest, IL

Project Number: 2017-0025

bba ARCHITECTS

bbaworld.com

Consultant:

1010 SOUTH WABASH
CHICAGO, ILLINOIS 60605

312.663.0212

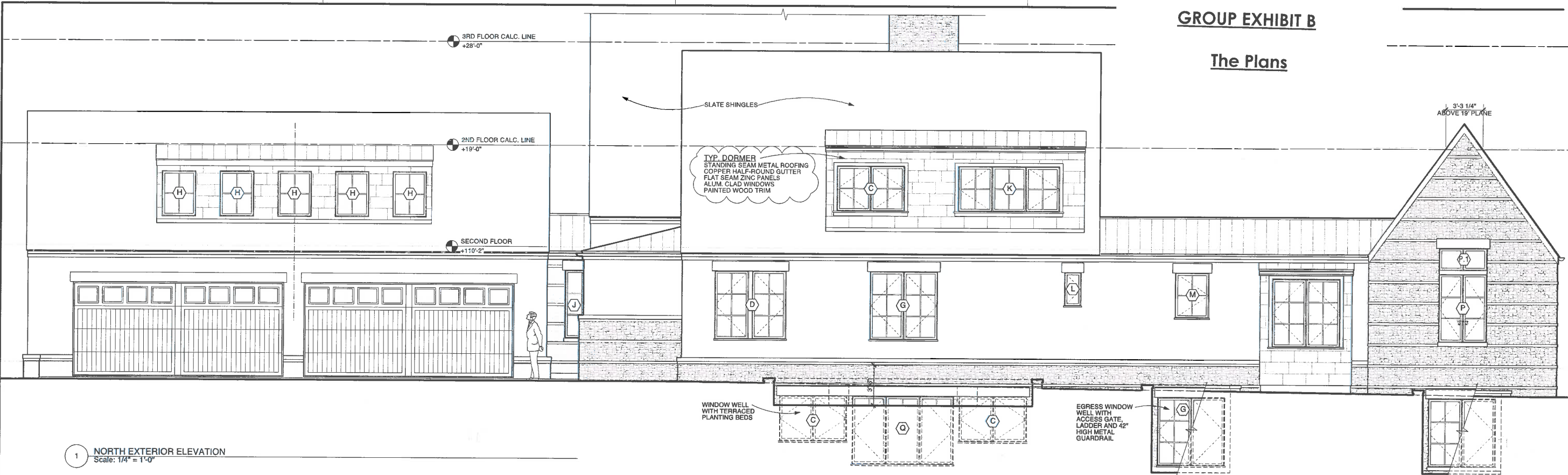
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Building Elevations

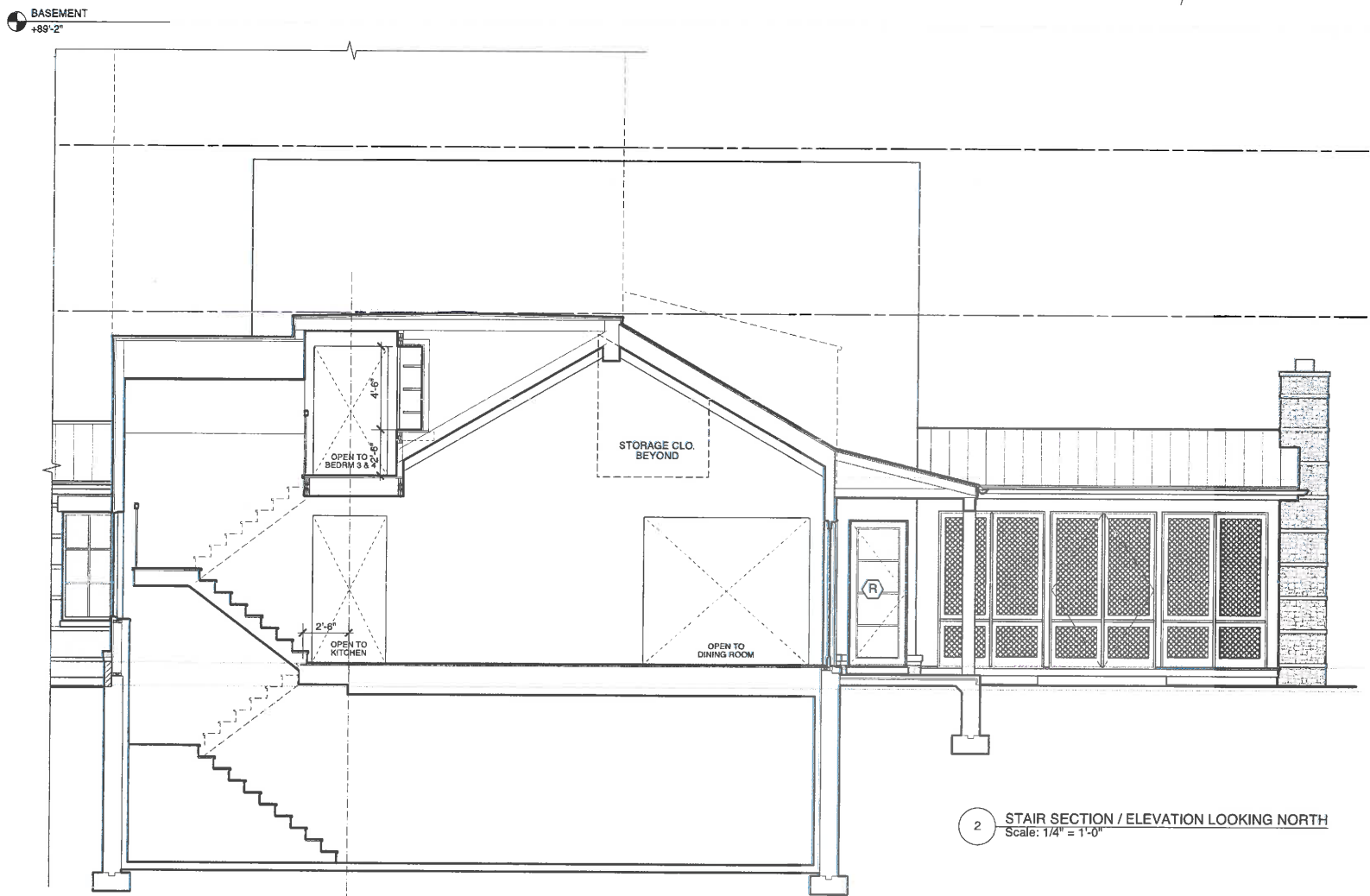
Project No. Issued For: Date
Drawn By: MH Review: 07.10.18
Checked By: ET Zoning Prelim: 08.15.18
Scale: AS NOTED Building Review: 08.31.18
Permit: 08.31.18
Construction: 08.31.18

Sheet Number

A4.1



1 NORTH EXTERIOR ELEVATION
Scale: 1/4" = 1'-0"



2 STAIR SECTION / ELEVATION LOOKING NORTH
Scale: 1/4" = 1'-0"

590 Broadmoore
Lake Forest, IL

Project Number: 2017-0025

bba ARCHITECTS

1010 SOUTH WABASH
CHICAGO, ILLINOIS 60605
312.663.0222

bba-world.com
Consultant:

Sheet Title:

Building Elevations

Project No.	Issued For:	Date
Drawn By: MH	Review	07.10.18
Checked By: ET	Zoning Prelim.	08.15.18
Scale: AS NOTED	Building Review	08.31.18
	Permit	
	Construction	

Sheet Number

A4.2

The Plans



590 Broadmoore
Lake Forest ILL

Project Number: 2017-0025

bba ARCHITECTS

1010 SOUTH WABASH
CHICAGO, ILLINOIS 60605

bbaworld.com

312.663.0222

Consultant:

Sheet Title:

Building Section

Project No.	Issued For:	Date
Drawn By: MH	Review <input type="radio"/>	07.10.18
Checked By: ET	Zoning Prelim. <input type="radio"/>	09.15.18
Scale: AS NOTED	Building Review <input checked="" type="radio"/>	08.31.18
	Permit <input type="radio"/>	
	Construction <input type="radio"/>	

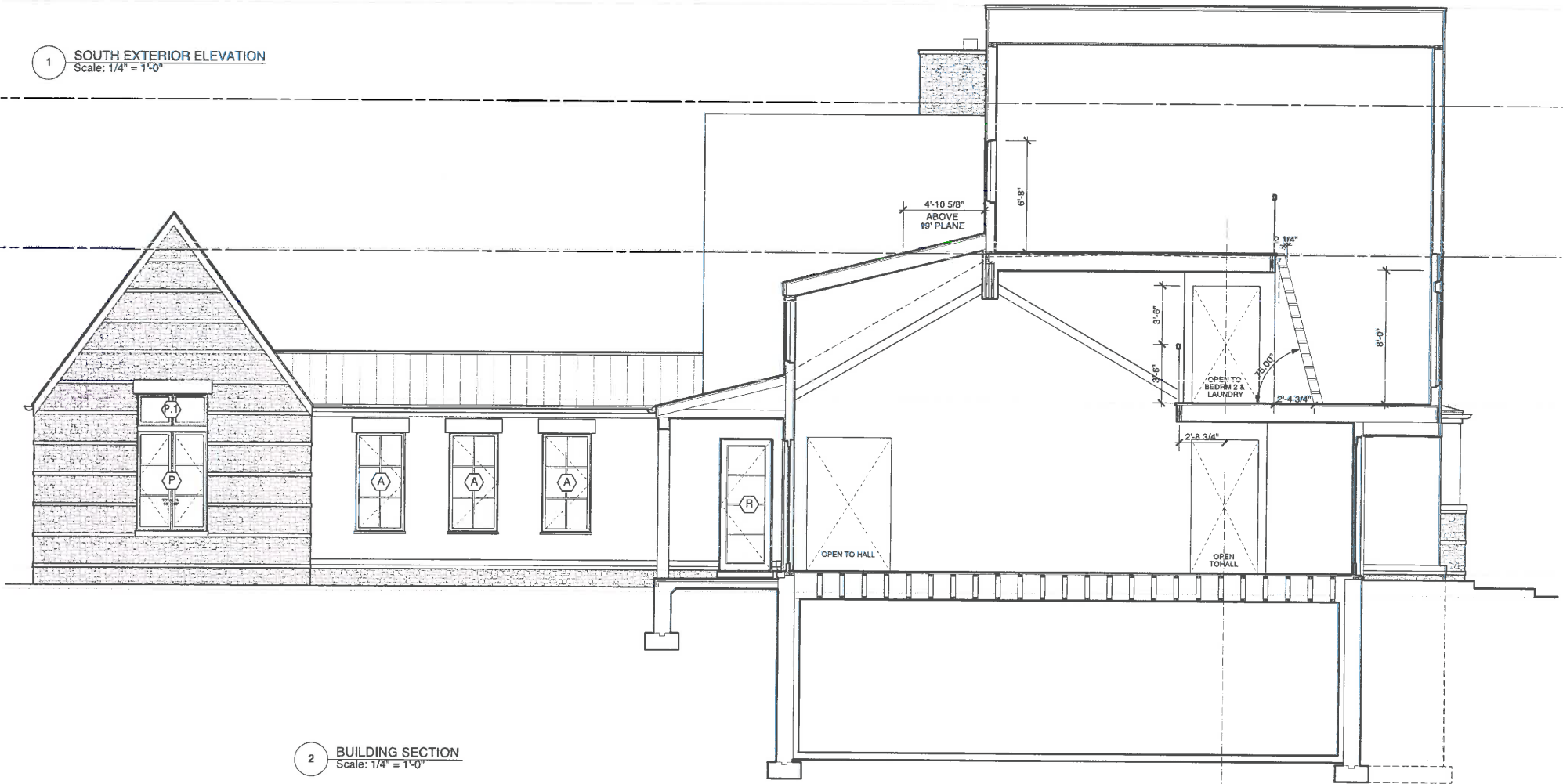
Sheet Number

A4.3

The Plans



1 SOUTH EXTERIOR ELEVATION
Scale: 1/4" = 1'-0"



2 BUILDING SECTION
Scale: 1/4" = 1'-0"

590 Broadsmoore
Lake Forest, IL

Project Number: 2017-0025

bba ARCHITECTS

1010 SOUTH WABASH
CHICAGO, ILLINOIS 60605

bba-world.com

312.667.0222

Consultant:

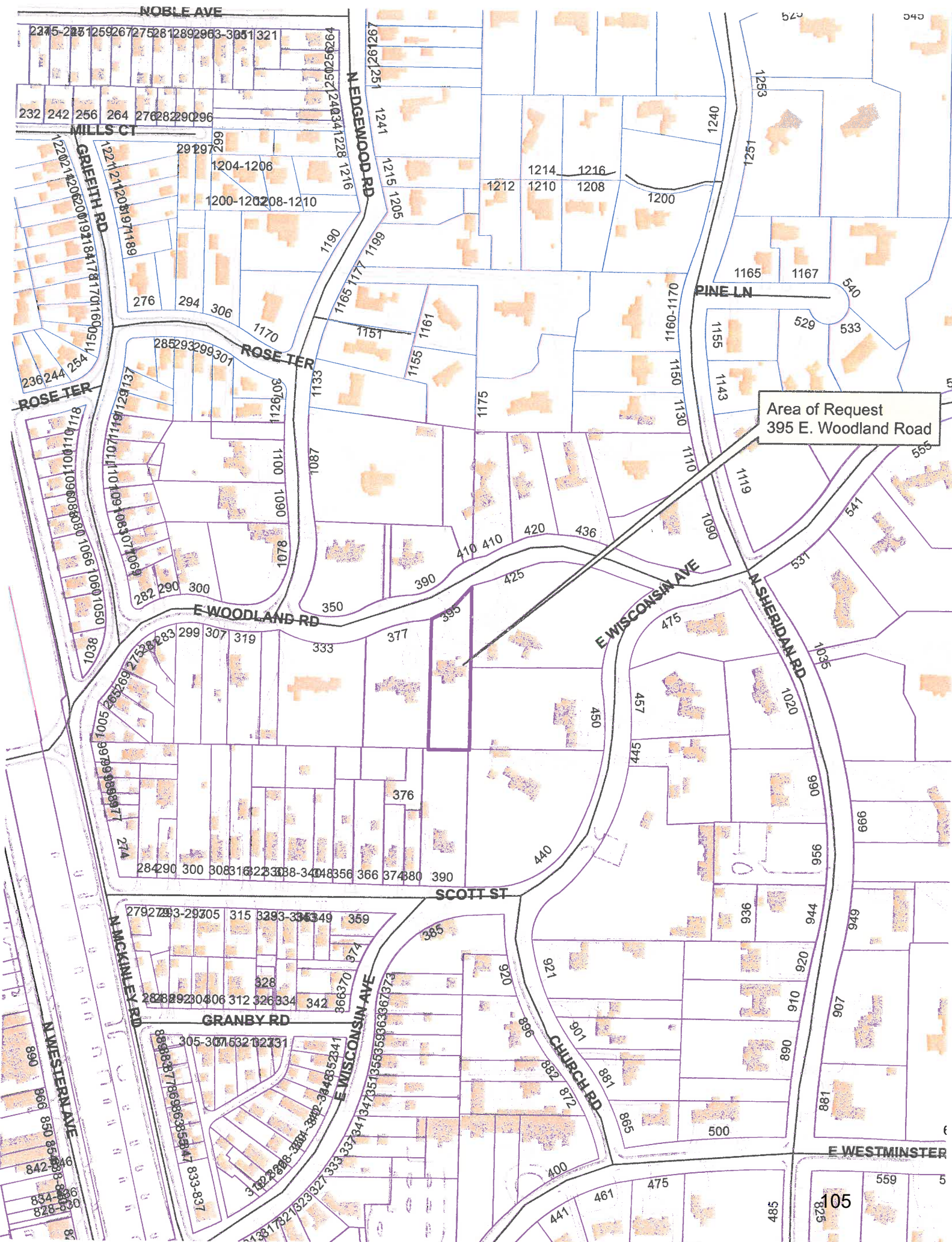
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Building Sections

Project No.	Issued For:	Date
Drawn By: MH	Review	07.10.18
Checked By: ET	Zoning Prelim.	08.15.18
Scale: AS NOTED	Building Review	08.31.18
	Permit	
	Construction	

Sheet Number

A4.4



Area of Request
395 E. Woodland Road

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-___

AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK FOR
PROPERTY LOCATED AT 395 WOODLAND ROAD

WHEREAS, Gregory Zeeman ("**Owner**") is the owner of that certain real property commonly known as 395 Woodland Road, 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 Owner desires to construct improvements, including a three car garage and a link between the garage and the residence ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owner submitted an application ("**Application**") requesting approval of a variance from Section 159.084, R-2, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on September 24, 2018; and

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

1. The variance will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located. The massing of the proposed garage and breezeway is compatible with and secondary to the historic residence and will have limited visibility from the streetscape due to existing landscaping that will remain.
2. The condition upon which the variance is requested is not applicable to other properties in the same zoning district due to the uniqueness of this historic property and the siting of the home predating the City's current zoning regulations.
3. The hardship in conforming to the required setbacks result from the unique conditions affecting this property, the encroachment of existing house into the setbacks because of its construction prior to the current setbacks. The hardship result from changes to the zoning regulations over time and were

not the result of actions by the current or past property owners. In addition, the hardship relates to the changes to vehicle sizes since the house was originally constructed. A garage that is accessible and sized to accommodate today's vehicles is a reasonable expectation for a house of this size and importance.

4. The variance will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values.
5. The proposed addition generally encroaches into the side yard setback to a similar extent as the existing garage and is located adjacent to the service area of the neighboring property.

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

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

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow the eave and gutter of the garage to be constructed no closer than 3'9" to the east property line, the garage wall no closer than 5' to the east property line and the wall of the link no closer than 6'-1" to the east property line.

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

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

shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

- G. Other. In order to minimize impacts on the neighbors, the flat roof of the addition is not permitted to be used as outdoor living space and vegetation must be maintained along the rear property line to screen views of the encroaching addition from the neighboring properties.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2018.

AYES: ()

NAYS: ()

ABSENT: ()

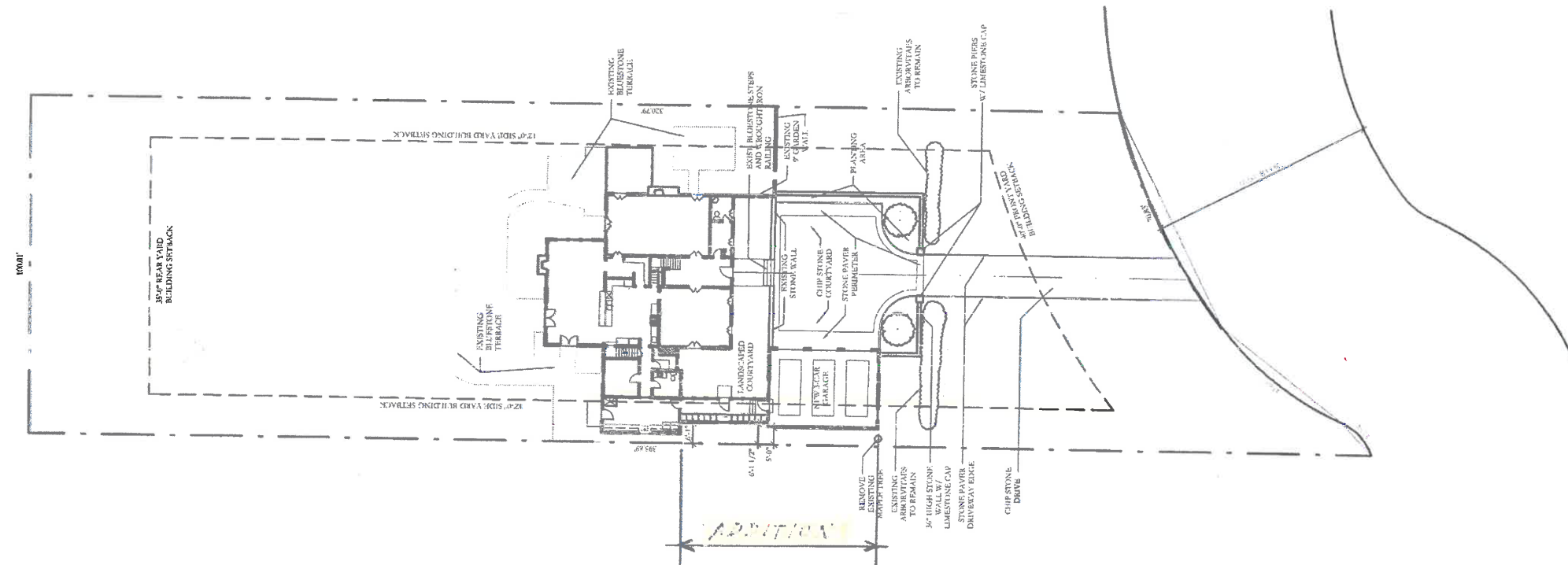
ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2018.

ATTEST:

Mayor

City Clerk



PROPOSED SITE PLAN

SCALE: 1" = 20'-0"

ZEEMAN RESIDENCE

395 E. WOODLAND ROAD
LAKE FOREST, ILLINOIS 60045

LANDMARK

272 DEERPATH RD. LAKE FOREST, IL
TEL: 847.615.0637 FAX: 847.615.9116

ISSUED FOR REVIEW: 9/5/18
ISSUED FOR PERMIT:
ISSUED FOR BID:
ISSUED FOR CONSTRUCTION:
REVISED:

The Plans



PROPOSED RIGHT SIDE ELEVATION

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

ZEEMAN RESIDENCE

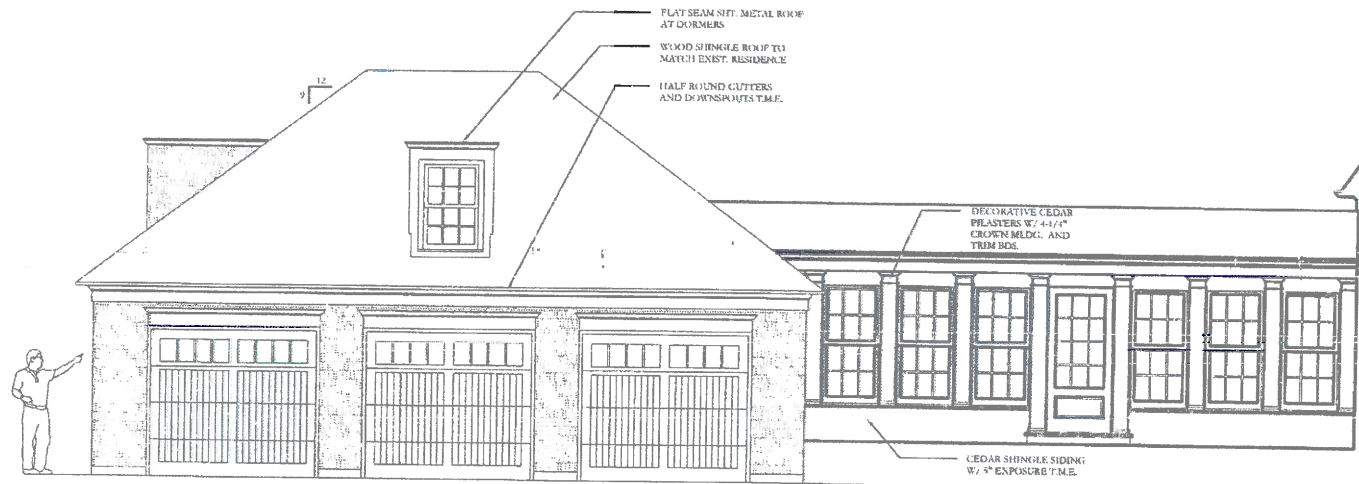
395 E. WOODLAND ROAD
LAKE FOREST, ILLINOIS 60045

ISSUED FOR REVIEW: 9/5/18
ISSUED FOR PERMIT:
ISSUED FOR BID:
ISSUED FOR CONSTRUCTION:
REVISED:

LANDMARK
272 DEERPATH RD. LAKE FOREST, IL
TEL: 847.615.0637 FAX: 847.615.9116

GROUP EXHIBIT B

The Plans



PROPOSED ELEVATION AT BREEZEWAY

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

ZEEMAN RESIDENCE

385 E. WOODLAND ROAD
LAKE FOREST, ILLINOIS 60045

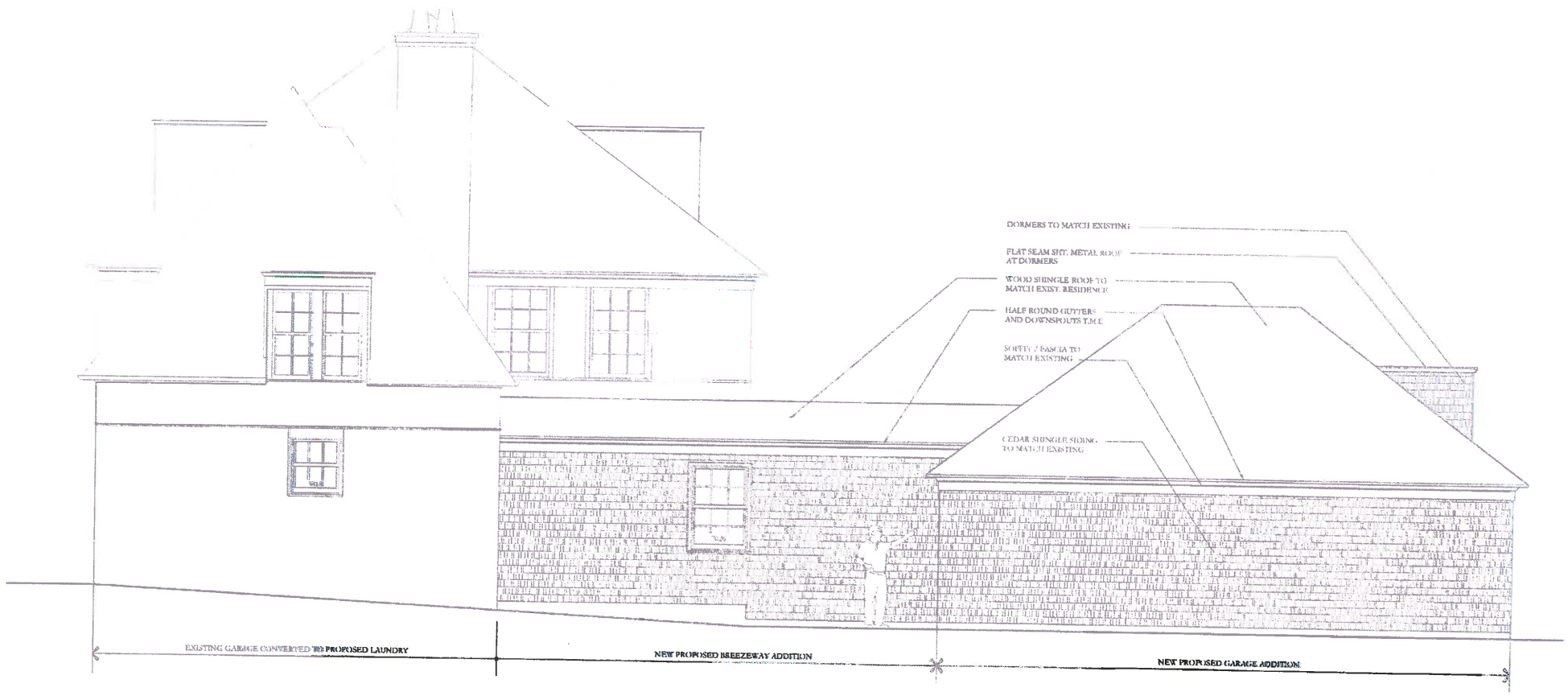
LANDMARK

272 DEERPATH RD. LAKE FOREST, IL
TEL: 847.615.0637 FAX: 847.615.9116

ISSUED FOR REVIEW: 9/5/18
ISSUED FOR PERMIT:
ISSUED FOR BID:
ISSUED FOR CONSTRUCTION:
REVISED:

GROUP EXHIBIT B

The Plans



PROPOSED LEFT SIDE ELEVATION

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

ZEEMAN RESIDENCE

385 E. WOODLAND ROAD
LAKE FOREST, ILLINOIS 60045

LANDMARK
DESIGN

272 DEERPATH RD. LAKE FOREST, IL
TEL: 847.615.0637 FAX: 847.815.2116

ISSUED FOR REVIEW: 9/5/18
ISSUED FOR PERMIT:
ISSUED FOR BID:
ISSUED FOR CONSTRUCTION:
REVISED: