

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, August 5, 2019 at 6:30 pm
City Hall Council Chambers
220 E. Deerpath, Lake Forest

Honorable Mayor, George Pandaleon

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

James Preschlack, Alderman Third Ward
Ara Goshgarian, Alderman Third Ward
Michelle Moreno, Alderman Fourth Ward
Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. 2019-2020 Board and Commission Appointments/Reappointments

ZONING BOARD OF APPEALS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
James Moorhead	Appoint as Liaison to Plan Commission	1

A copy of the Volunteer Profile sheet can be found beginning on page **28**.

COUNCIL ACTION: Approve the Mayors Appointments and Reappointments

2. COMMENTS BY CITY MANAGER

A. CROYA- Hope Alex, Scholarship Winner
-“Spirit of CROYA” Margot Martino Essay Contest

B. Request for Approval of a Special Event Permit and Special Event Liquor License for “Art Fair on the Square”, a Fundraising Event to be Hosted by the Deer Path Art League on Sunday and Monday, September 1-2, 2019

PRESENTED BY: *Pamela Payton and Suzanne Wetterling, Deer Path Art League*

PURPOSE AND ACTION REQUESTED: The Deer Path Art League, ("DPAL") requests a Special Event Permit and liquor license for their annual Art Fair on the Square event that will be held for the 65th year during the Labor Day weekend on Sunday and Monday, September 1-2, 2019.

BACKGROUND/DISCUSSION: The "Art Fair on the Square", is the DPAL's annual celebration of the visual arts in the heart of Lake Forest. The fair, which will celebrate its 65th year in 2019, showcases over 180 local artists from around the nation – many of them award winning – who create ceramic pieces, drawings, prints, jewelry, paintings, photography, sculpture and items made of wood and metal. The event is set to take place on Labor Day weekend, Sunday and Monday, September 1-2, 2019, from 10:00 a.m. to 5:00 p.m. in historic Market Square located in Lake Forest's central business district.

The DPAL is planning and hosting this year's event in collaboration with the owners and management of Market Square. Proceeds from the event will benefit the DPAL, a local nonprofit organization that provides art classes on a variety of techniques for local residents. In addition to displaying artwork, the DPAL will provide light small-scale entertainment and music, and food vendors for patrons to enjoy. The event is free to the public, and is one of the area's largest attended art fairs with average annual attendance of over 20,000 during the weekend event. Vehicular access will reroute around Market Square for the duration of the event, which requires full use of adjacent areas along Western Avenue, Bank Lane, Forest Avenue, and the Market Square loop to accommodate art vendor tents and allow for safe pedestrian access. As in years past, emergency access for public safety vehicles will remain for the 2019 event.

In addition to these offerings, the DPAL is requesting a liquor license to allow patrons to purchase beer/wine during the event. DPAL proposes to have a licensed liquor vendor sell beer and wine adjacent to food vendors within the greensward of Market Square from 11:30 a.m. to 4:30 p.m. on Sunday and Monday. DPAL and the vendor propose that consumption of beer/wine be limited to the greensward and adjacent roadways utilized for the event. DPAL will prohibit alcoholic beverage consumption in the north and south alleys. DPAL and the vendor will provide monitoring of the entry and exit points at these locations into the fair to ensure consumption does not extend beyond these areas.

The vendor has submitted a liquor license application and management plan that outlines their sales and service conditions, which include:

- A single sales and service point.
- Proof of legal age requirements for service.
- The vendor will assign BASSET certified staff and designate a manager to oversee the sales operations.
- Serving sizes shall be limited for both beer (16 oz.) and wine (5 oz.), and beer options will be limited to an alcohol content of 7%.
- All sales will end promptly at least thirty minutes prior to the end of the event each day.
- A Police Officer will monitor the dispensing point during sales hours.
- No containers or consumption may occur outside of the "Art Fair" event area, including adjacent streets or alleys.
- In addition to active monitoring, DPAL will incorporate signage to reinforce these guidelines, especially at all entry and exit points.

A copy of the preliminary event site plan for the 2019 event is attached beginning on **page 30**. As in years past, the DPAL will require various city services for this year's event, including disposable litter barrels, picnic tables, barricades, dumpsters and refuse/recycling containers. The only additional change proposed from last year's event, outside of the liquor license, is a request for additional disposable litter barrels and recycling totes.

While the City Council previously authorized a "Class A" Special Event permit in February, based on the revised site plan and new event elements that DPAL is proposing, City Council approval for the event and liquor license is required pursuant to Administrative Directive 1-17.

BUDGET/FISCAL IMPACT: Pursuant to City Policy, city services and costs associated with supporting a special event (i.e. barricades, picnic tables, litter barrels, police/fire personnel, etc.) are billed directly to event organizers after the event once costs are accounted. Additionally, the City bills separately for supplemental licenses or permits such as liquor licenses, tent permits, life safety inspection, etc. Costs associated with pre-application meetings, consultations, or onsite meetings are not recoverable expenses based on current policy.

Based on the preliminary event site plan, and necessary licenses and permits required, the estimated amount of fees for this event is approximately \$3,800. The DPAL, as a non-profit entity, is requesting a waiver of these associated fees including the special event permit fee, liquor license, and cost of city services to support the event.

COUNCIL ACTION: If determined to be appropriate by the City Council, approval of the following two actions:

- 1.) Approve a Special Event Permit and Liquor License as requested by the Deer Path Art League to support "Art Fair on the Square" to be held September 1-2, 2019; and
- 2.) Authorization to waive fees in an amount not to exceed \$3,800 for all applicable permit, inspection and city service fees to support the event

C. Information about Upcoming Events Sponsored by the Chamber of Commerce and Consideration of Requests in Support of the Events.
(Approve by motion.)

PRESENTED BY: Joanna Rolek, Executive Director, Chamber of Commerce
STAFF CONTACT: Catherine Czerniak, Director of Community Development
847-810-3504

PURPOSE AND ACTION REQUESTED: This agenda item is presented first and foremost to inform the public and the City Council about two upcoming community events; one taking place in the Central Business District and the other, in the Waukegan Road/Settler's Square Business District. The Chamber is requesting City limited support from the City in the form of 1) in-kind contributions, approval to use City owned land, a permit fee waiver and a financial contribution to help cover event costs all as detailed below.

BACKGROUND AND DISCUSSION: Throughout the year, the Chamber of Commerce plans, sponsors, coordinates and manages various community events in Lake Forest. Two events are planned for as summer comes to a close and as fall begins.

Lake Forest Uncorked

Building on last year's successful inaugural "Lake Forest Uncorked" event, this community event returns for a second year, Friday evening, September 6th in the North Courtyard, at Market Square. This event showcases local food and wine businesses in a casual outdoor setting. Tickets are available for purchase on the Chamber's website.

Minimal City support is requested for this event. The event is held on private property. The following City support is requested:

- ✓ Trash and recycling service. City staff support is requested to drop off and pick up trash and recycling receptacles before and after the event.
- ✓ Barricades for partial street closure. City staff support is requested to drop off barricades at the site which will be used to close off a small portion of Bank Lane, adjacent to the North Courtyard, for safety purposes.
- ✓ Granting of a Liquor License by the Liquor Commissioner and waiver of the \$75 fee.
- ✓ Waiver of inspections fees for tents and overall setup.
- ✓ Total in-kind contribution (staff time, materials, fee waivers) not to exceed \$500.

Lake Forest Then & Now Auto Show

This brand new event is planned for Sunday, October 13th, from 1 p.m. to 4 p.m. at the Telegraph Road Train Station. This event is intended to draw people from the larger community and the surrounding area into the Waukegan Road Business District and showcase local businesses. This event is a partnership between the Chamber and the City. The City's Park, Recreation and Forestry and Fire Departments will be providing family friendly activities including a visit by a fire truck if one is available.

The Chamber, working with an advisory committee of auto enthusiasts, and building on the popularity of the car show held annually in Market Square, have worked diligently to bring together an exciting mix of vintage and new cars for this event. There will be something for everyone: classic and exotic cars, children's activities, live music and food and non-alcoholic beverages from local businesses.

As noted above, this event is a partnership effort between the Chamber of Commerce and the City however, the Chamber has done most of the pre-planning and vendor and exhibitor recruitment. The following City support is requested:

- ✓ Approval to hold the event on City-owned property, at the Telegraph Road train station. The event, as planned, will be in the train station parking lot, the train station itself will be used as support space for vendors and other organizational needs. There will be no disruption for Metra riders.
- ✓ Trash and recycling service. City staff support is requested to drop off and pick up trash and recycling receptacles before and after the event.
- ✓ Barricades in the parking lot. City staff support is requested to drop off and pick up barricades which will be used to block off portions of the parking lot.
- ✓ In recognition of the time and resources put into this event by the Chamber of Commerce, a City contribution of \$2,500 is requested by the Chamber.

BUDGET/FISCAL IMPACT:

The limited staff time requested for each event primarily for trash and recycling collection and the delivery and pick up of barricades will be covered within existing department budgets.

Staff recommends that the contribution requested by the Chamber to help support the event at the Telegraph Road Train Station be paid from the funds available and slated for economic development activities.

FY2020 Funding Source	Amount Budgeted for FY2020	Amount Requested	Budgeted? Y/N
General Fund (Economic Development Contractual/ Miscellaneous)	\$35,000	\$2,500 (Contribution)	No

COUNCIL ACTION: Approve a motion in support of two upcoming community events, Lake Forest Uncorked and Lake Forest Then and Now Auto Show in the form of waiver of fees, limited City staff support, use of the Telegraph Road Train Station site and a contribution to the Chamber to help cover a portion of the time and resources necessary to support the events.

D. Request for Approval of Temporary Traffic Controls and a Special Event Permit for the inaugural "Cru5ader Fun Run & Walk", a Fundraising Event to be Hosted by the School of St. Mary Parents Association on Saturday, September 21, 2019

PRESENTED BY: *John Hancir & Rose Hancir, School of St. Mary Parents Association*

PURPOSE AND ACTION REQUESTED: The School of St. Mary Parents Association ("Association") requests approval of a temporary traffic control plan and special event permit for their inaugural "Cru5ader Fun Run & Walk" that will be held on Saturday, September 21, 2019 in the central business district.

BACKGROUND/DISCUSSION: The Association is seeking to host its first annual "Cru5ader Fun Run & Walk", a new event that is being organized and sponsored by the School of St. Mary Parents Association. The event will feature a 5k race and one-mile walk that will start at the Church of St. Mary Parish at Illinois Road and Green Bay Road in the central business district on Saturday, September 21, 2019. The event will be limited to 300 participants, and will begin promptly at 8:00 a.m. with an estimated duration of approximately two hours.

The map beginning on **page 31** depicts the race route and specific temporary traffic control plan for the event. The race route will be No Parking and require the full or partial closure of streets to vehicular traffic beginning at 7:00 a.m. until approximately 10:00 a.m. Streets will reopen to vehicular traffic and the Lake Forest Police Department and Association volunteers will remove No Parking signs as soon as the Police Department determines it appropriate based on public safety. The proposed street closures required for this event include:

- Illinois Road (from Green Bay Road to Washington Circle)
- Portion of Oakwood Avenue (from Illinois to Church of St. Mary Parking Lot)
- Western Avenue (Illinois Road to Vine Avenue – local business access only)

- Washington Circle/Frost Place

Event volunteers and Community Safety Officers will post information signs along the race route no later than Monday, September 16 and the Association will send notification of the run to residents and businesses along the race route no later than two weeks prior to the event.

As required with other races in Lake Forest, course marshals managed by the Association will provide on-course support to manage race and vehicular traffic around the proposed route. The City Public Works crews will provide safety barricades to aid in managing access throughout the route. In addition, the City will assign Police Officers to monitor the road closure areas in the central business district for the duration of the event.

Based on the scale of the event, required road closures, the impact on the surrounding neighborhood and anticipated attendance, the event is considered a "Class A" Special Event, per Administrative Directive 1-17. City Council approval of the event and associated traffic management plan is required.

BUDGET/FISCAL IMPACT: Pursuant to City Policy, city services and costs associated with supporting a special event (i.e. barricades, picnic tables, litter barrels, police/fire personnel, etc.) are billed directly to event organizers after the event once costs are accounted. Costs associated with pre-application meetings, consultations, or onsite meetings are not recoverable expenses based on current policy.

Based on the proposed route and traffic control plan, and necessary city services required, the estimated amount of fees for this event is approximately \$1,750.

The Association, as a non-profit entity, is requesting a waiver of these associated fees including the special event permit fee, and cost of city services to support the event.

COUNCIL ACTION: If determined to be appropriate by the City Council, approval of the following two actions:

- 1.) Approve a Special Event Permit and Temporary Traffic Control Plan as requested by the School of St. Mary Parents Association to support their "Cru5ader Fun Run & Walk" to be held September 21, 2019; and
- 2.) Authorization to waive fees in an amount not to exceed \$1,750 for all applicable permit, inspection and city service fees to support the event

E. PUBLIC SERVICE ANNOUNCEMENT

- Western& Deerpath Rail Road Closing Information Expected from August 8-16/2019, Michael Thomas, Director of Public Works

3. COMMITTEE REPORTS

4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS
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5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the July 15, 2019 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 33**.

COUNCIL ACTION: Approval of the July 15, 2019 City Council Meeting Minutes.

2. Approval of the Check Register for the Period of June 22 – July 26, 2019

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

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

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

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

Check Register for June 22 - July 26, 2019

	Fund	Invoice	Payroll	Total
101	General	548,023	2,195,408	2,743,431
501	Water & Sewer	96,550	269,630	366,180
220	Parks & Recreation	222,289	760,931	983,219
311	Capital Improvements	1,404,699	0	1,404,699
202	Motor Fuel Tax	0	0	0
230	Cemetery	12,483	47,821	60,303
210	Senior Resources	11,365	41,113	52,478
510	Deerpath Golf Course	11,585	4,135	15,720
601	Fleet	106,801	78,250	185,051
416 - 433	Debt Funds	0	0	0
248	Housing Trust	75,000	0	75,000
201	Park & Public Land	2,631	0	2,631
	All other Funds	1,635,641	259,953	1,895,594
		\$4,127,065	\$3,657,240	\$7,784,306

The subtotal for "All Other Funds" includes \$170,287 for Parks/Recreation capital equipment, \$147,511 in Special Recreation Fund (NSSRA membership installment), \$561,572 in Water Capital projects, and \$568,173 in the Self Insurance Fund for medical/dental claim payments and administration fees.

COUNCIL ACTION: Approval of the Check Register for the Period of June 22 – July 26, 2019

3. Consideration of a Resolution of Appreciation for City Employee Mike Glomski who is retiring after 23 plus years of service in both the Forest Section and the Community Development Department

A copy of the Resolution can be found beginning on **page 41**.

COUNCIL ACTION: Consideration of a Resolution of Appreciation for City Employee Mike Glomski who is retiring after 23 plus years of service in both the Forest Section and the Community Development Department

4. Approval of a User Agreement and Associated Documents for eConnectDirect through Multi-Bank Securities, Inc. and Approval of Signers for eConnectDirect Account.

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

PURPOSE AND ACTION REQUESTED: Staff recommends City Council approval of a Finance Committee recommendation to execute a User Agreement and Associated Documents for eConnectDirect through Multi-Bank Securities, Inc. eConnectDirect is an online portal allowing for ease in fixed income investing of public funds.

BACKGROUND/DISCUSSION: The City enjoys a mutually beneficial banking relationship with Lake Forest Bank & Trust which has resulted in the City not having a need for an investment program in a low interest rate environment. Recognizing that as interest rates rise the City may benefit from a more robust investment program, the City Council approved a revised Investment Policy in 2017 that is subject to annual review by the Finance Committee. The City's first Investment Procedures Manual was also developed in 2017.

It is important to note that the City's cash and investments are subject to statutory restrictions on the types of investments that can be purchased - primarily certificates of deposit, treasury and agency securities. Therefore, very little additional yield can be generated compared to the rates currently earned on fully liquid and fully collateralized bank balances. The table below depicts comparable rates as of April 10, 2019:

	Liquid	30 Days	90 Days	180 Days	1 Year	2 year
LFBT Deposits (110% Collateralized)	2.80%					
Illinois Funds	2.47%					
FDIC CDs		1.85%	2.05%	2.10%	2.20%	2.40%
Treasuries		2.32%	2.31%	2.33%	2.37%	2.30%
A1/P1 Commercial Paper		2.35%	2.41%	2.40%		

In February and March, the Finance Director and Assistant Finance Director received four presentations regarding investment programs. As a result of those presentations, staff recommends that the City enter into an agreement with Multi-Bank Securities (MBS) for its eConnectDirect product, which provides:

- An online portal to review and transact CDs, treasuries and agency securities
- Automated tracking to ensure FDIC insurance coverage for the CD portfolio
- Third Party custodial services provided by Pershing, LLC at no charge
- A variety of investment reporting options
- Implementation of customer's investment policy and internal controls through customization

Additional information regarding eConnect Direct is attached (**page 42**). At its April 15, 2019 meeting, the City Council Finance Committee recommended approval of an agreement with Multi-Bank Securities for eConnectDirect. Upon City Council approval and execution of the required documents, staff will return to a future Finance Committee meeting with specific recommendations consistent with the City's Investment Policy and Procedures.

Authorized Signers:

Authorized signers are granted authority to conduct investment transactions on behalf of the City. As part of this approval, authorized signers for the City of Lake Forest are designated as follows:

Elizabeth Holleb, Finance Director
Diane Hall, Assistant Finance Director
Jason Wicha, City Manager
James Morris, City Council Finance Committee Chair

In accordance with the City's Investment Procedures, an investment transaction must be approved by two (2) authorized signers. The Finance Committee Chair must approve any investment transaction exceeding \$500,000.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council Finance Committee	4/15/19	Recommend approval of agreement with MBS for eConnectDirect
City Council Finance Committee	4/15/19	Review of Investment Policy
City Council Finance Committee	4/16/18	Review of Investment Policy
City Council	2/6/17	Approval of City's Investment Policy

BUDGET/FISCAL IMPACT: N/A. No fees are paid to MBS for the eConnectDirect product or for custodial services provided by Pershing. Yields on purchased investments are shown net of all

fees. eConnectDirect provides an easy platform to compare yields on a variety of investment options prior to purchase.

A copy of the User agreement is attached for review **(page 44)**.

COUNCIL ACTION: Approval of a User Agreement and Associated Documents for eConnectDirect through Multi-Bank Securities, Inc. and Approval of Signers for eConnectDirect Account.

5. Consideration of an Ordinance Amending Various Sections of Chapter 93 titled "Cemeteries" of the City Code (Waive First Reading and Final Approval)

STAFF CONTACT: Chuck Myers,
Superintendent of Parks, Forestry and Special Facilities 847-810-3565

PURPOSE AND ACTION REQUESTED: On an ongoing basis, City staff, in collaboration with appropriate Boards and Commissions and the City Attorney, review and recommend updates to the City Code. The Council is asked to consider amendments to the chapter of the City Code relating to the operation of the Cemetery.

BACKGROUND/DISCUSSION: In January, 2019, the Cemetery Commission considered amendments to the Code to update the language in general and to accurately reflect the current processes and procedures at the Lake Forest Cemetery. All of the changes proposed are considered to be administrative in nature and do not result in changes to current operations at the Cemetery. These amendments are considered "clean-up" in nature.

The proposed amendments are summarized below:

- Clarification of language generally.
- Clarification that the Cemetery Commission shall report annually to the Finance Committee of the City Council.
- Elimination of language relating to a Special Tax.
- Update of language relating to the purchase of a lot within the Cemetery.

The Ordinance, with a blackline version of the Code Sections reflecting the proposed amendments is included in the Council packet beginning on **page 50**. A clean copy of the Code Sections, incorporating all of the proposed amendments, is also included in the packet for ease of reading.

COUNCIL ACTION: If desired by the Council, waive first reading and grant final approval of an Ordinance amending various Sections of Chapter 93, "Cemeteries" of the City Code.

6. Waiver of Procedures and Approval of All City Expenditures and New Asphalt Contractor Recommendation for the Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the Amount of \$429,308 Pending IDOT Permit Approval.

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

PURPOSE AND ACTION REQUESTED: City staff is requesting City Council waiver of procedures and approval of all City expenditures and new asphalt contractor recommendation for the

Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the amount of \$429,308 pending IDOT permit approval.

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

If the City would agree to fund the IDOT required design, minor concrete work, and restoration costs, a resident living in the area offered to pay for the sidewalk's replacement. The resident had chosen, and City Council had approved, the asphalt work to be completed by Performance Paving, LTD. Staff was notified this spring that the contractor had contacted the donor and notified them that they decided not to pursue the work. None of the actual asphalt work had begun. The donor has spent the past four months identifying a replacement asphalt contractor. Staff was notified three weeks ago that the donor had chosen to utilize Peter Baker & Sons. With Peter Baker & Sons completing work on both I-294 and Route 41, along with many past City resurfacing projects, staff was confident that they could replace a pathway within an IDOT right-of-way. Work is currently scheduled to be completed in August.

Peter Baker & Sons has submitted all of their necessary insurance and bond paperwork to IDOT as the final step in acquiring the permit. Once the City receives the IDOT permit, Peter Baker & Sons will be permitted to proceed.

The agreement between the City and the donor stipulates that the City will pay for all concrete work and restoration costs. Half of the concrete curb and ADA access panel work was completed this past fall and the second half will be completed under Peter Baker's contract. The restoration work was also quoted in Peter Baker & Sons proposal and City staff highly recommend the City allow the contractor to complete such work. Peter Baker & Sons has all of the necessary flagger and barricade equipment to work on a State right-of-way. Staff recommends that the City simply pay for those two portions of the proposal directly to Peter Baker & Sons. The following chart provides the project's cost breakdown:

Item	Amount
Asphalt & Traffic Control	\$388,558
Concrete*	\$ 14,750
Landscaping*	\$ 26,000
Total Amount	\$429,308

*City Cost

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/11/2019	Received Update on New Asphalt Contractor
City Council	11/19/2018	Approved Design Services, Concrete Contractor, Asphalt Contractor, & City Restoration Costs

Public Works Committee	10/30/18	Approved All City Expenditures & Contractor Recommendations
City Council	9/4/18	Approved Phase I Asphalt Contractor
Public Works Committee	8/28/18	Approved Waiving Bid Process
City Council	8/6/18	Approved Phase II Design and Authorized City Manager to Negotiate & Complete Donor Agreement
City Council	3/19/18	Approved Phase I Design
Public Works Committee	3/8/18	Reviewed & Approved Phase I Design

BUDGET/FISCAL IMPACT: Beginning on **page 58** of the agenda packet is Peter Baker & Sons agreement for the entire project. Per the agreement, the City will pay the contractor directly for the entire project and receive reimbursement from the donor. As was previously noted, the City will pay for both the remaining concrete work and all of the landscaping; this totals \$40,750.

Has competitive pricing been obtained for proposed goods/services? **No.**
Administrative Directive 3-5, Section 9.2 –Waiver of Procedures (requires 2/3 vote).

Below is a summary of the project budget:

Asphalt Resurfacing of Sidewalk – City Paid / *Donor Reimbursed

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-3703-478-7827	\$0	\$388,558*	N

* A supplemental appropriation will be submitted at fiscal year-end, if needed.

Concrete & Landscaping Expenses – City to Pay

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-3703-478-7827	\$35,000	\$40,750	Y

The \$5,750 overage will be paid via the \$6,300 savings from the Capital Fund's Forest Park Bluff Monitoring services. The asphalt resurfacing cost of the sidewalk will be reimbursed in accordance with the agreement approved by the City Council on August 6, 2018.

COUNCIL ACTION: Waiver of Procedures and Approval of All City Expenditures and New Asphalt Contractor Recommendation for the Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the Amount of \$429,308 Pending IDOT Permit Approval.

7. Approval of Design Services Agreements for the Deerpath Streetscape Project Phase I Design with Craig Bergmann Landscape Design, Inc. in an Amount not to Exceed \$40,850 and Gewalt Hamilton Associates, Inc. in an Amount not to Exceed \$108,500

STAFF CONTACT: *Jim Lockfeer, Public Works Management Analyst (810-3542)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff are requesting approval of design services agreements for the Deerpath Streetscape Project Phase I Design with Craig Bergmann Landscape Design, Inc. in an amount not to exceed \$40,850 and Gewalt Hamilton Associates, Inc. in an amount not to exceed \$108,500.

BACKGROUND/DISCUSSION: For over three years, the City's Civic Beautification Committee has been discussing the need to complete a streetscape enhancement project on Deerpath Road between Green Bay Road and Western Ave. This area serves as the entry way into the City's downtown and historic central business district. Recognizing the importance of this area, Civic Beautification has set the overall goal of the Deerpath Streetscape Project as creating a high quality, attractive and pedestrian friendly environment that evokes a sense of pride, care and safety for people who live, work and visit in Lake Forest. Currently, the area presents numerous infrastructure, utility, and safety challenges.

Similar discussions have occurred by the Public Works Committee. At the June 15, 2017 Public Works Committee meeting there was consensus amongst the Committee that a streetscape project needed to occur in order to correct some of the major challenges with the area. It was agreed that the project should be planned and budgeted through the City's Capital Improvement Planning (CIP) processes.

Through the CIP process, \$10,000 for a Deerpath Streetscape Conceptual Plan was allocated in Fiscal Year 2019. The City's professional landscape architectural service firm, Craig Bergmann Landscape Design, Inc., completed the conceptual plan. City staff and the Civic Beautification Committee reviewed the completed conceptual plan in November of 2018. City staff and the Civic Beautification Committee felt as though the conceptual plan provided a strong foundation in moving forward with the project.

In Fiscal Year 2020, the Finance Committee allocated funds for project design. At the April 4, 2019 Public Works Committee meeting, the Committee reviewed timing and costs associated with two different project funding options; City funded and grant funded. Ultimately, the Public Works Committee supported submitting the project through the Illinois Transportation Enhancement Program (ITEP) to seek grant funds. ITEP requires that both federal and IDOT requirements be adhered to in moving forward with project design. This includes a two phased design approach and following a specific request for qualifications (RFQ) process in selecting a team to complete the project.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/23/19	Reviewed and Recommended City Council Approval of Design Agreements

Public Works Committee	4/4/19	Discussion of Project Funding Approach
Civic Beautification	11/14/18	Reviewed and Supported Deerpath Streetscape Conceptual Plan
Public Works Committee	6/15/17	Discussion of Project Need

BUDGET/FISCAL IMPACT: On June 26, 2019, a RFQ was released by the City, published in the Lake County News Sun, and posted on the City's website. The purpose of the RFQ was to recommend a professional landscape design firm and a professional engineering firm to provide the City with design services for Phase I of the project. It was the intention of the RFQ for interested and qualified landscape design firm and engineering design firm to form a partnership and submit one statement of qualifications as a team. The RFQ required teams to identify the landscape design firm as the overall project lead. The team's engineering design firm was identified as the main point of contact with IDOT and ensure that the design, design process, and any submittals are in accordance with the IDOT required project phasing specifications in order to submit the project through ITEP.

On July 12, 2019, six statements of qualifications were received and a selection committee, comprised of City staff, was formed to review and evaluate the written responses. Interviews were also conducted to further evaluate the firm's qualifications and their ability to successfully provide these services for the City.

Per the federal and IDOT required RFQ process, it was required that the selection committee rank candidate teams based on their qualifications and not cost. The committee's ranking were as follows:

1. The Lakota Group and Thomas Engineering Group, LLC
2. **Craig Bergmann Landscape Design, Inc. and Gewalt Hamilton Associates, Inc.**
3. Hitchcock Design Group and Baxter & Baxter & Woodman, Inc.

All three firms were considered extremely qualified and could complete the necessary design work. The Lakota and Thomas team was ranked highest due to their past streetscape and IDOT project experience. In accordance with the federal and IDOT RFQ process, the selection committee proceeded in obtaining a proposal from the Lakota and Thomas team. Unfortunately, the proposal from the team significantly exceeded the project budget. Due to the high proposal received, the selection committee proceeded in moving on to the second ranked team, Bergmann and Gewalt. The original Bergmann and Gewalt proposal came in slightly over budget, however, through some minor negotiations their final proposal came in under budget.

After careful consideration Craig Bergmann Landscape Design, Inc. and Gewalt Hamilton Associates, Inc. was selected by the selection committee as the successful team. The basis for the selection was as follows:

- Both firms met and surpassed all qualifications outlined in the RFQ
- Both firms have extensive experience with local and municipal landscape projects and an outstanding reputation in the community

Has City staff obtained competitive pricing for proposed goods/services? **Yes**
(Administrative Directive 3-5, Section 8.0, Qualification Based Selection Procedures)

Company Name	Dollar Amount Bid
Craig Bergmann Landscape Design, Inc. and Gewalt Hamilton Associates, Inc.	\$149,350.00

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund Deerpath Streetscape Project Design 311-3703-478.78-94	\$150,000	\$149,350	Y

If approved, City staff and the design team will begin design work immediately. The project will be submitted to ITEP by its December 6, 2019 call for projects deadline. Project awards will be announced in May of 2020.

COUNCIL ACTION: Approval of Design Services Agreements for the Deerpath Streetscape Project Phase I Design with Craig Bergmann Landscape Design, Inc. in an amount not to exceed \$40,850 and Gewalt Hamilton Associates, Inc. in an amount not to exceed \$108,500.

8. Approval of a Three-Year Contract with Alpha Paintworks, Inc. for Fire Hydrant Painting Services included in the FY2020-2022 Operating Capital Budget for the sum of \$53,400.

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff are requesting approval to award a contract to Alpha Paintworks, Inc. for fire hydrant painting services. The annual services are typically done during the late summer or early fall seasons.

BACKGROUND/DISCUSSION: There are 1,400 City owned fire hydrants on the water distribution system to provide fire protection to homes and businesses throughout the community. On an annual basis, the Water & Sewer Section inspects and flushes each hydrant to ensure they are operating properly. Additional preventative maintenance is the annual fire hydrant painting program which includes sandblasting the hydrant to bare metal, applying one coat of primer and one coat of red exterior paint. Fire hydrants are recoated approximately every seven years in order to prevent the paint coating from failing between painting cycles. The 1,400 hydrants are divided into 7 service zones with 200 hydrants in each zone. The table below shows the contract cost for each year.

Item Description	Cost per Unit	Quantity	Total
Year 1 - Fire Hydrant Painting	\$87.00	200	\$17,400.00
Year 2 - Fire Hydrant Painting	\$89.00	200	\$17,800.00
Year 3 - Fire Hydrant Painting	\$91.00	200	\$18,200.00

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/23/19	Reviewed and Recommended City Council Approval

BUDGET/FISCAL IMPACT: Staff teamed up with the Municipal Partnership Initiative (MPI) to bid the fire hydrant painting work. MPI is a program that takes advantage of economies of scale by securing low bid prices among neighboring municipalities who bid similar projects each year. The City, along with ten other communities developed a new joint bid for 2019 Fire Hydrant Sandblasting and Painting. At the April 5, 2019 bid opening three bidders provided proposals, Go Painters, Inc., Alpha Paintworks, Inc., and Muscat Painting & Decorating. Go Painters, Inc. did not supply a bid deposit, therefore their proposal was rejected. Alpha Paintworks, Inc. was the lowest bid of the remaining two bidders.

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

Company Name	Dollar Amount Bid – 200 Units
Alpha Paintworks, Inc.	\$53,400.00 (3 Years)
Muscat Painting & Decorating	\$61,090.00 (3 Years)
Go Painters, Inc.	Bid Rejected

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Operating Capital 501-6078-475.75-02	\$17,400.00	\$17,400.00	Y

COUNCIL ACTION: Approval of a Three-Year Contract with Alpha Paintworks, Inc. for Fire Hydrant Painting Services included in the FY2020-2022 Operating Capital Budget for the sum of \$53,400.

9. Approval of a Contract with Superior Road Striping to Provide Thermoplastic Lane Marking for the Amount of \$94,000

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff are requesting approval to award the contract for thermoplastic lane marking to Superior Road Striping.

BACKGROUND/DISCUSSION: The City of Lake Forest, as a member of the Northwest Municipal Conference (NWMC), also belongs to the Suburban Purchasing Cooperative (SPC). The SPC is made up of 134 communities in the Northwest Municipal Conference, the South Suburban Mayors and Managers Association, the DuPage Mayors Conference, and the Will County Government League.

One of SPC's annual joint purchasing initiatives is the thermoplastic lane marking bid for member agencies. The City has been participating in the thermoplastic lane marking for the last 18 years. SPC's lane marking specifications meet Illinois Department of Transportation (IDOT) standards. Bids and selection of the lowest responsible and responsive bidder are approved by IDOT.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/23/19	Reviewed & Recommended City Council Approval

BUDGET/FISCAL IMPACT: The 2017 SPC/IDOT thermoplastic lane marking contract was awarded to Superior Road Striping, Inc. of Melrose Park, Illinois. The table below shows the unit price cost of the contract that City Council approved in 2018. The Contract is on the last year of the three (3) year contract. Under this contract, Superior Road Striping agrees to all terms and conditions as set forth in the specifications contained within the contract and Superior Road Striping must comply with all IDOT rules and regulations.

Has City staff obtained competitive pricing for proposed goods/services? **No**
Administrative Directive 3-5, Section 9.1D – Government Joint Purchases.

Description	UOM	2018 Cost per Unit	2019-20 Cost per Unit
4" Line	LF	\$0.52	\$0.52
6" Line	LF	\$0.76	\$0.76
12" Line	LF	\$1.52	\$1.52
24" Line	LF	\$3.78	\$3.78
Letters & Symbols	SF	\$3.51	\$3.51
Removal	SF	\$0.41	\$0.41

The City of Lake Forest's thermoplastic lane marking program divides the City into four zones. Zone 3 (west of Rt.41) was completed in 2018 which includes all streets, parking lots and crosswalks west of Route 41. This year, the City is requesting 97,639 linear feet of thermoplastic pavement marking to zone 4 (south of RT. 60) which includes 4", 6", 12", and 24" wide lines, along with all necessary lettering and symbols. The cost for the City of Lake Forest's 2019 contract for striping and marking is \$94,000.

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-5103-467.67-22	\$94,000	\$94,000	Y

COUNCIL ACTION: Approval of a Contract with Superior Road Striping to Provide Thermoplastic Lane Marking for the Amount of \$94,000.

10. Approval of a Professional Services Agreement for the Fire Department Locker Room Renovation Project with FGM Architects in an Amount not to exceed \$43,150

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff are requesting approval of a professional services agreement with FGM Architects to produce design plans and construction documents for the Fire Department Locker Room Renovation Project included in the FY2020 Capital Improvement Budget.

BACKGROUND/DISCUSSION: The Fire Department's locker room located at the Public Safety Building, has not been renovated or seen any significant modifications since it was constructed in 1969, exceeding its expected useful life by many years. The locker room facilities do not meet ADA regulations to such a degree that any improvements would trigger a full renovation by law. The locker room is not able to accommodate lockers for all staff, requiring lockers to be placed within the restroom areas or kept in other office/sleeping quarters. Adding to the urgency to renovate the locker room is the hiring of the Department's first female firefighter about two years ago, who is currently using a converted bathroom off the apparatus bay floor as a temporary solution. Also, based on recent firefighter testing, the Department is expecting to hire at least one, possibly two additional females in the near future, making the temporary solution insufficient.

Recognizing this renovation project needed to be expedited, in summer of 2017 staff retained FGM Architects, Inc. of Oak Brook, Illinois (FGM) for a sum of \$8,000 to conduct a needs assessment study of the locker room. The study included a review of existing building plans, the 2012 ADA audit, and on-site inspections, in order to prepare conceptual drawings and renovation costs to address the issues. As part of the process FGM provided several conceptual drawings for the Fire Chief to share with Department personnel to provide the Architects with feedback. After communicating back-and-forth several times with staff, a final conceptual drawing with an estimate for construction was developed by the architects. The concept plan addresses all ADA issues. It also provides three separate unisex rooms with a shower, vanity, toilet, and changing area for privacy, and expands the area to have all the lockers in one locker room area.

The reason staff selected FGM was because they had been awarded the contract to design the PSB Lobby & Records Renovation in April of 2017. As part of the Request for Proposal (RFP) process that selected FGM, eight firms with experience in producing designs for renovating public facilities were invited; three firms were subsequently interviewed by staff. While all of the firms had experience completing public sector projects, FGM had significantly more experience with police and fire station projects than the other firms. FGM has completed favorable work on designing PSB's lobby and records renovation and their extensive work knowledge and experience dealing with public safety type projects was quite helpful. They are very responsive, communicate well, and are approachable. FGM has 40 years of experience as Fire Services Specialists working with over 120 fire station agencies. They have designed over 80 new stations, and renovated over 45. Examples of completed fire station projects in the Chicagoland area include Elk Gove Village, Elgin, Lockport, Bartlett, Mount Prospect, Hoffman Estates, and Elmhurst.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
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Public Works Committee	7/23/19	Reviewed and Recommended City Council Approval
Finance Committee	3/11/19	Discussion of Updated 5 Year CIP Projects

BUDGET/FISCAL IMPACT: Due to the existing favorable relationship staff has with FGM on the PSB Lobby and Records Renovation, and the extensive time working with them to develop the conceptual design plan and construction estimate for the Fire Department locker room, staff requested FGM to take into account the fees already paid by the City for the conceptual design work and submit a proposal for designing the project. The estimated low/high cost range for the locker room construction provided by FGM was \$500,613 to \$572,135. Architectural and engineering design fees range between 10 to 12 percent of construction costs. Based on the large amount of mechanical engineering (e.g. plumbing & HVAC) that is included in the locker room renovation, the FGM fee of \$43,150 or approximately 8.62% of the lowest estimated project cost is reasonable and takes into account the past conceptual work.

Has City staff obtained competitive pricing for proposed goods/services? Yes/**No**

Administrative Directive 3-5, Section 9.1J – Existing Relationship

Company Name	Dollar Amount Bid
FGM Architects, Inc.	\$43,150.00

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-1503-467.67-10	\$375,000	\$43,150	Y

If approved, City staff and the FGM will begin design work immediately in order to provide another cost estimate for the November Budget Meeting.

COUNCIL ACTION: Approval of a Professional Services Agreement for the Fire Department Locker Room Renovation Project with FGM Architects in an Amount not to exceed \$43,150.

11. Award of Bid for the 2019 Stirling Hall Door Replacement to TDS Door Company in the amount of \$33,800.00 with a contingency of 5% or \$1,690.00

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff are requesting City Council authorization to award the bid for the 2019 Stirling Hall Exterior Door Replacement Project to TDS Door Company. The awarded bid would remove and replace the doors and frames on both the north and west elevations.

BACKGROUND/DISCUSSION: The exterior doors on the north main entrance and west side entrance at the Stirling Hall building were replaced during the 1999 renovation project. The

work done 20 year ago did not include replacing the existing wood door frames that are now failing at the hinge points from many years of stress and wear from supporting heavy doors. In addition, the frames no longer have suitable strength to anchor the hinge screws from the multiple door replacements over the years. The metal doors and door hardware are also worn and fatigued, causing the doors to sag and rub at the door edges and thresholds. The replacement of these doors and frames will restore the integrity of these highly used entrances and provide more secured building.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/23/19	Reviewed and approved

BUDGET/FISCAL IMPACT: In June, 2019 staff engaged in the public bid process for the replacement of the exterior doors and frames on the North and West elevations at Stirling Hall located on the Grove campus. Four contractors attended the mandatory pre-bid meeting. On July 5, 2019, staff received the following bids for the installation of the new doors and frames.

Over the years, TDS Door has done favorable work for The City of Lake Forest.

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

Company	Bid Amount
TDS Door	\$33,800.00
LaForce Inc.	\$36,500.00
Dymond Contract Glazing WI, Inc.	\$42,975.50
ATP Enterprise Group, Inc.	\$56,250.00

FY2020 Funding Source	Account Number	Account Budget	Amount Requested	Budgeted? Y/N
Capital	311-8003-476-76-08	\$30,000.00	\$30,000.00	Y
Oper. Cap.	101-1522-467-67-65	\$10,400.00	\$5,490.00	Y

COUNCIL ACTION: Award of Bid for the 2019 Stirling Hall Door Replacement to TDS Door Company in the amount of \$33,800.00 with a contingency of 5% or \$1,690.00

12. Approval of Two Agreements with Baxter & Woodman and Ratification of Expenses Incurred for an Update to both the Burr Oak Storm Water Analysis and the City's Storm Water Drainage Study in the Amount of \$34,850

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council's approval for updates of Baxter & Woodman's Burr Oak Storm Water Analysis and an overall update to the City's 2014 Storm Water Drainage study. Staff is requesting City Council's approval in order for both studies to be completed and information available at the September, 2019 capital planning workshop.

BACKGROUND/DISCUSSION: During the June 6, 2019 Third Ward meeting, many residents in attendance voiced their concerns regarding flooding in the Burr Oak / Thomas Place / Franklin Place area. Staff investigated the issue further and acknowledged that the area should be further evaluated utilizing updated Storm Water Management standards (Bulletin 70). The updated evaluation includes collection of field topographical data, expansion and further analysis of the hydraulic modeling, development of a preliminary design, and refining the engineer's estimated probable cost.

In a similar manner, it has been noted by both staff and City Council that storm water management is an important topic on the minds of many residents. With the recent additional funding for future capital projects, staff felt it was necessary to update the 2014 Storm Water Drainage Study. This will allow City Council to have the most current list of recommended storm water projects and their accompanying costs. Staff has already met with representatives from Baxter & Woodman and additional flooding data has been provided. This study will also be updated in time for the September, 2019 capital planning workshop. Baxter & Woodman has completed storm water studies for The City of Lake Forest since the early 1990's and has created the base hydraulic model for the entire storm sewer system.

A copy of the two agreements for these services can be found on **page 59** of this agenda packet.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/11/19	Staff Reviewed the Scope of Services for the Burr Oak Storm Water Study Update and Discussed the Need to Update the City's Overall Storm Water Drainage Study

BUDGET/FISCAL IMPACT: Consistent with the City's Purchasing Directive, staff is requesting City Council approval of the \$34,850 expense for these additional services provided by Baxter & Woodman. Although each study itself is less than \$20,000, combined they exceed \$20,000 and therefore require City Council approval.

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

If no, indicate the specific exception requested:

Administrative Directive 3-5, Section 9.1J – Existing Relationship

The following table summarizes the funding of expenses to date:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
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General Fund City Council Contingency 101-1101-484.84-95	\$110,000	\$34,850	N*
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* While not specifically budgeted, the projects can be funded from the City Council Contingency.

COUNCIL ACTION: Approval of Two Agreements with Baxter & Woodman and Ratification of Expenses Incurred for an Update to both the Burr Oak Storm Water Analysis and the City's Storm Water Drainage Study in the Amount of \$34,850.

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

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

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

825 S. Waukegan Road - The Building Review Board recommended approval of replacement wall signage for an existing tenant, Campbell and Schmidt Dentists. (Board vote: 5-0, approved)

The Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 65**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

14. Consideration of Ordinance Approving a Recommendation from the Historic Preservation Commission. (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 Historic Preservation Commission is presented to the City Council for consideration as part of the Omnibus Agenda.

1711 Devonshire Lane – The Historic Preservation Commission recommended approval of a request from the property owners for Local Landmark Designation of the residence based on its architectural and historical significance. The owners, experienced preservationists, recently purchased the property and are in the process of restoring the house. (Approved 5 – 0)

The ordinance granting Local Landmark designation, with key exhibits attached, is included in the Council's packet beginning on **page 72**. The Ordinance, with complete 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 Local Landmark designation in accordance with the Historic Preservation Commission's recommendation.

COUNCIL ACTION: Approval of the fourteen (14) Omnibus items as presented

6. ORDINANCES

1. Consideration of Revisions to Previous Approvals Related to Construction of a Hyatt Place Hotel, in Conway Park. (Waive First Reading and Grant Final Approval of an Ordinance and Approve a Resolution by Motion)

PRESENTED BY: *Catherine J. Czerniak, Director of Community Development*
847-810-3504

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

and

The Council is asked to consider amendments to the previously approved Economic Development Incentive Agreement to extend the time periods for submittal of a complete building permit application and hotel completion date.

BACKGROUND: Conway Park is a corporate office park located at the western edge of Lake Forest, adjacent to the Illinois Tollway. The office park was annexed by the City over 20 years ago and today, the park is nearly built out with 13 office buildings of various sizes and the Lake Forest Graduate School of Management. A hotel is a permitted use in Conway Park and a hotel was always envisioned along the Route 60 Corridor to serve businesses, residents and visitors. In July, 2018, the City Council granted approvals for construction of a Hyatt Place Hotel on one of the last remaining vacant parcels in Conway Park.

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

A vibrant Route 60 Corridor is consistent with the community goals identified in the City's recently updated Strategic Plan. The Business and Economic Vitality Chapter of the Plan states that the City "will use economic development tools" to engage property owners, take advantage of opportunities and overcome challenges in achieving desired development. The Plan specifically speaks to working with entrepreneurs and employers who complement

the City's long-term economic vision in order to establish and maintain an appropriate balance between the residential and commercial tax bases in the community. The Plan also directs that the City will engage in proactive economic development efforts to attract key businesses in commercial corridors. The Council's prior approval of an incentive package to achieve development of a hotel in the Route 60 Corridor, is consistent with the directives in the Strategic Plan.

Present Request

In July, 2018, the City Council approved the design aspects of the proposed Hyatt Place Hotel and an Economic Development Incentive Agreement in support of the project. The Hyatt Place Hotel is proposed for development by the Janko Group doing business as Laurel Ave Lake Forest Ltd. Partnership.

Over the past year, the developer has undertaken the necessary due diligence and final design development. During that process, Hyatt Hotels made some changes to the prototype design for Hyatt Place Hotels based on experience to date with the product providing the opportunity for an upgrade to the hotel planned for Conway Park. The interior modifications that were made include upgrades to the hotel guest rooms and changes to the public spaces; meeting rooms, the fitness center and lobby/bar area. In addition, the kitchen was enlarged to allow for expanded food service for guests and visitors. The changes made respond to input received from the Conway Park Owners' Association and overall, customize this Hyatt Place Hotel to fit the unique Conway Park and Lake Forest location. However, these efforts delayed finalization of the construction plans leading to the request for a time extension.

Importantly, the engineering plans for the hotel site have been submitted to the City and are under review.

Design Review – Building Review Board

On May 1, 2019, the Building Review Board considered updated plans for the Hotel. The changes to the exterior of the building are minor including relocation of the entry element from the center of the east elevation to the north end of the same elevation. The pool proposed at the south end of the hotel, in the earlier plan, was eliminated to provide for expanded meeting, lobby and kitchen spaces on the first floor. The exterior detailing and materials were refined and the entrance element more dramatically configured to call attention to the enhanced public spaces located on the first floor.

The Building Review Board voted unanimously to recommend approval of the revised plans. The Conway Park Owners' Association also reviewed and endorsed the revised plans.

The ordinance and key exhibits are included in the Board's packet beginning on **page 84**. The ordinance, complete with all exhibits, is available for review in the Community Development Department.

Extension of Timelines – Economic Incentive Agreement

The Economic Development Incentive Agreement approved by the City Council last July and executed in September, 2018, included dates for submittal of a complete application for building permits (Section 6(A)1) and for completion of the hotel (Section 6(A)2). As provided for in Section 6(A)4) of the executed Agreement, The Janko Group is requesting a one year extension of the time periods.

Importantly, no other changes to the Agreement are requested and the original Effective Date of the Agreement remains the same. A copy of the previously approved agreement with the proposed changes reflected in strikeout text, is included in the Council packet beginning on **page 98**.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Building Review Board	May 1, 2019	Modifications to the design aspects of the hotel were reviewed. Approval was recommended by a 6 to 0 vote.
City Council	July 2, 2018	Granted final approval of Ordinance approving design aspects consistent with the Building Review Board recommendation and authorized the Mayor to execute the Economic Development Incentive Agreement.
City Council	June 18, 2018	Granted first reading of Ordinance approving design aspects consistent with the Building Review Board recommendation.
Mayor and Finance Committee Chairman	May/June 2018	Reviewed developer's proposal, consulted with Michael Tobin, the City's Advisor on this matter, negotiated Term Sheet.
Building Review Board	February/March 2018	Recommended Approval (6 to 0)

BUDGET/FISCAL IMPACT: The projection of the financial benefits the City will realize in the short-term, and over the longer term, as a result of the proposed Hyatt Place which was provided to the Council when the Agreement was initially approved is attached beginning on **page 110** as background material.

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

1. Waive first reading and grant final approval of the Ordinance in accordance with the Building Review Board's recommendation approving minor modifications to the design aspects of the project

AND

2. By motion, approve a Resolution, included in the Council packet beginning on page 95, authorizing the Mayor, on behalf of the City, to enter into an Amended Economic Development Incentive Agreement for the purpose of extending the time periods for one year as reflected in the Agreement included in the Council packet.

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 27** of this packet.

Office of the City Manager

July 31, 2019

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 Jason Wicha, 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.

Contact Info

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

Resident Data/Stats

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

Interest in Community Positions

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

Other Considerations

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

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

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

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

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

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

References (Optional):

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

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

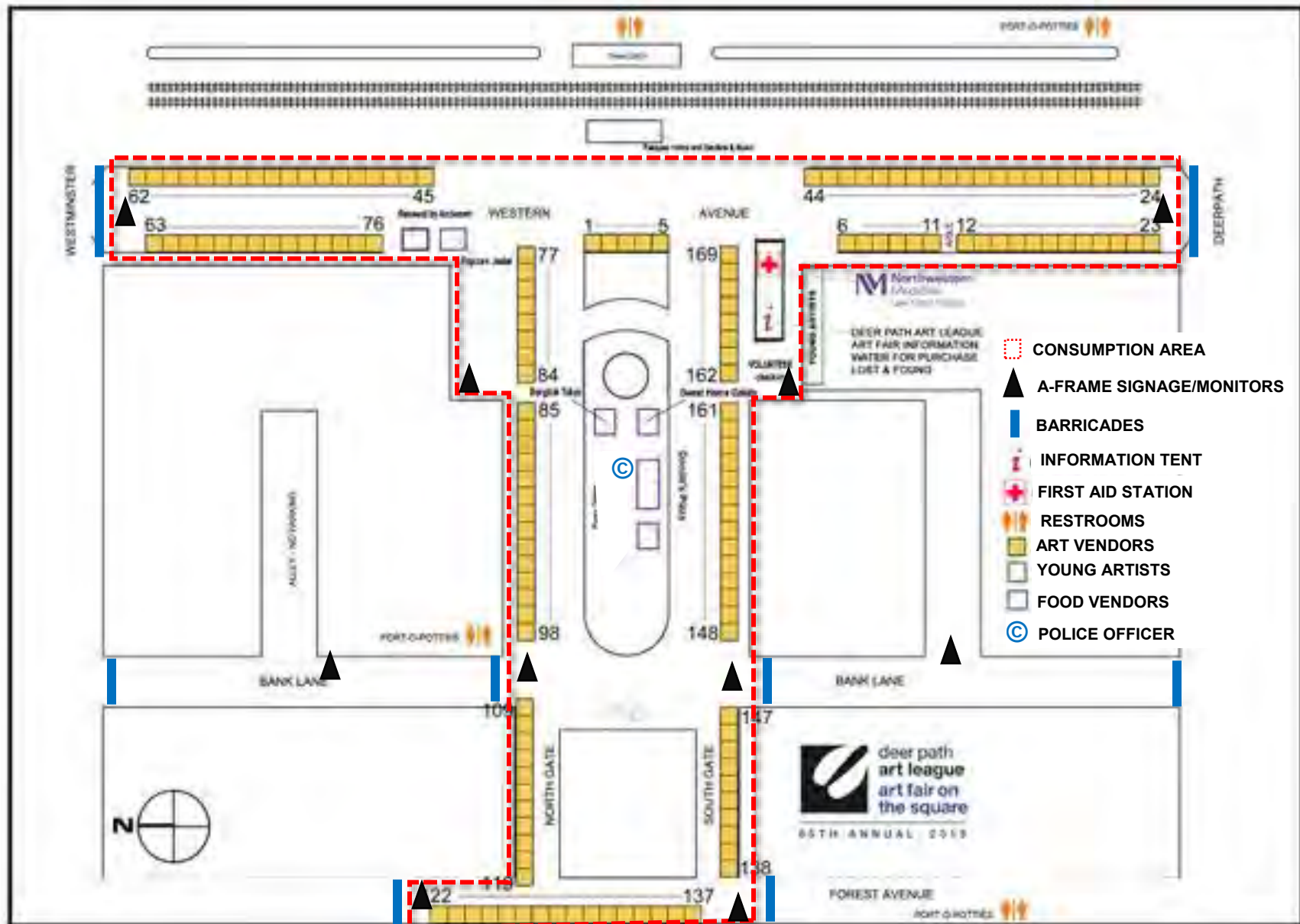
The Planning Commission combines my interest in land use and real estate with my interest in the history and culture of Lake Forest. This is a special community in which the breadth of real estate matters - from conservation and historic preservation to CBD and TOD development - are all included.

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

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

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

2019 "Art Fair on the Square" Proposed Site Plan



St. Mary's Fall 5K Map 1

LEGEND

Police Officer ●

Route —

Barricade —






Total
Barricades: 18

16 - A-Frame
3 - Class III

Road Closed
at Illinois Rd.
local business
access only

St. Mary's Fall 5K - Map 2

Legend

-  Route
-  Outward Leg
-  Inward Leg
-  Barricade Location
-  Officer Position

Each barricade position on the map shall contain one Class III Barricade and two A-Frame Barricades.

Total:

Qty 8: A-Frame Barricades
Qty 4: Class III Barricades



The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, July 15, 2019
City Council Meeting - City Council Chambers

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

Present: Mayor Pandaleon, Alderman Beidler, Alderman Morris, Alderman Newman, Alderman Rummel, Alderman Preschlack, Alderman Goshgarian, Alderman Moreno and Alderman Buschmann.

Absent: None

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. Friends of Parks and Recreation Fourth of July Celebration Recap
-Rick Amos, Fireworks and Festival Chair and Sally Swarthout, Director of Parks & Recreation

Mayor Pandaleon introduced Rick Amos who gave an overview of the 14th successful Annual celebration. He reported that the Fall Festival will be held on Saturday, September 21.

Mayor Pandaleon congratulated Fire Chief Pete Siebert on his completions of the U.S. Fire Administration/ National Fire Academy- Executive Fire Officer Program.

Mayor Pandaleon congratulated Matt Barba, Inn Keeper for the Deer Path Inn for its recent success named the No. 1 Resort Hotel for the Midwest and No. 5 the United States.

Mayor Pandaleon encouraged all citizens to participate in Lake Forest Day, Tuesday, August 6 and Wednesday, August 7. For more information visit lakeforestdfay.com. Lastly, he stated that the Lake Forest Car Show will be held in Market Square on Thursday, July 25 with proceeds going to Melanoma research.

COMMENTS BY CITY MANAGER

A. Community Spotlight
- Lake Forest Open Lands
-John Sentell, President

City Manager Jason Wicha introduced John Sentell, President of Lake Forest Open Lands. He gave an overview on current and planned programing, the status of the infrastructure of the ravine work that has been done and the success of the marketing campaign that has been launched, calling for a call to action- asking all to "Think Outside". He noted that Open Lands will host its Bagpipes and Bonfire on, Sunday, September 29.

B. Update on Hughes Gateway/North Beach Access Road
- Sally Swarthout, Director of Parks & Recreation and
- Michael Thomas, Director of Public Works

Michael Thomas, Director of Public Works, gave an overview of the ravine landscape work to date, noting the challenges in planting and the road restoration to date.

The City Council had discussion on the stand of trees that remained due to the public private partnership and replacement of a sanitary sewer line under the road.

Sally Swarthout, Director of Parks & Recreation, reported that the City will offer additional lot permits at a prorated price and reported on continued programming at the beach.

The City Council complimented the Recreation Staff on its professionalism, and discussed the use of the shuttle service.

City Manager Jason Wicha reported based on the awareness of stormwater, the Illinois State Waterway has released data on rainfall. The Lake County Storm Water Management has scheduled three workshops to discuss the increased rainfall data on Tuesday, July 16 at City of Highland Park, Wednesday, July 24 in Barrington and Thursday, August 8 in Round Lake at the High School.

Michael Thomas, Director of Public Works, also gave a brief update on the Old Elm Storm Sewer project.

COMMITTEE REPORTS

HOUSING TRUST FUND BOARD

A. Consideration of Recommendations from the Housing Trust Fund Board. (Consideration of Motions)

Donald P. Schoenheider, Chairman, Housing Trust Fund Board, reported that The City of Lake Forest is a true example of what an *exclusionary housing program* should look like for a community this size. He stated that the HTF Board voted unanimously to forward recommendations to the City Council in support of two affordable housing initiatives. 1) Continuation of the acquisition, rehabilitation and sale of existing single-family homes to income qualified families through a partnership with Community Partners for Affordable Housing (CPAH) and 2) Construction of Senior Cottages at Grove Campus in partnership with the Lake Forest/Lake Bluff Senior Resources Commission, the Lake Forest-Lake Bluff Senior Citizens' Foundation, CPAH and potentially, other partners.

Summary of discussion: In May, 2011, the City of Lake Forest, in collaboration with CPAH, a non-profit land trust, established a program to use existing homes as one way to help meet the housing needs of Lake Forest residents; seniors, families in transition and employees of local institutions and businesses. Once homes are purchased, CPAH manages the rehabilitation process, and because CPAH is a land trust, the ownership of the land underneath the homes remains with the land trust and as a result, a permanent inventory of affordable housing is established.

To date, through this program, eight single family homes have been acquired, seven have been rehabilitated, and work on the eighth house is currently underway. Six of the homes have been sold to income qualified families and the sale of the two homes most recently acquired is pending. The acquisition and rehabilitation occur in accordance with the City's agreement with CPAH.

The Housing Trust Fund Board voted unanimously to recommend continuation of the partnership with CPAH and funding in the amount of \$330,000 to support the acquisition of two additional homes over the next 24

months. Contributions of \$150,000 per house to support the purchase of two additional houses which will remain as affordable homes in perpetuity with the ground leases held by CPAH. A service fee will be paid to CPAH for work related to the acquisition, rehabilitation, marketing, sale and oversight of the homes in the amount of \$15,000 per home.

In September, 2018, representatives of the Senior Resources Commission presented a concept to the Housing Trust Fund Board for construction of "Senior Cottages" on the City owned Grove Campus, in the area just north of Dickinson Hall. The cottages would be generally modeled on the five senior cottages located on Conway Road which were constructed on land owned by the City in the early 2000's through the efforts of a foundation formed by local residents. Today, the existing cottages are in the ownership of CPAH and are a successful model for senior rental housing.

Grove Campus has long been discussed as a potential location for senior housing and under the recent leadership of the Senior Resources Commission. The time appears right to pursue this initiative through a partnership with various parties. From the start of the discussions, the Housing Trust Fund Board emphasized that having CPAH play a key role in a new senior cottages development would be essential.

Importantly, commitments from the City and others need to be in place in order for CPAH to apply for significant grants and tax credits. Without those funds, the project would not move forward. So, although the expenditure of funds would likely be minimal this fiscal year, Council authorization is needed at this time. In support of Senior Cottages at Grove Campus, the Housing Trust Fund Board unanimously recommended the following: Authorize the expenditure of up to \$350,000 from the Housing Trust Fund to support Senior Cottages at Grove Campus contingent upon financial participation by other partners and the securing of grants and/or tax credits. And, indicate support for exploration of a transfer of a small parcel of land at Grove Campus to support the cottages and authorize due diligence including, but not limited to a Phase 1 Environmental Assessment and an appraisal once the limits of the parcel are specifically defined. (Further Council review and action would be required prior to any actual transfer of land and a subdivision would need to be considered through the normal subdivision process by the Plan Commission.)

The City Council had discussion on the City's reauthorization to CPAH and the successes of Public Private Partnerships.

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

Steve Potsic, former Chair of the Senior Resource Commission spoke in favor of the process and project.

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

COUNCIL ACTION: If desired by the City Council:

Approve a motion 1) directing the City Manager to update and extend the agreement with Community Partners for Affordable Housing and 2) authorize expenditures in an amount not to exceed \$330,000 for the purchase and rehabilitation of two additional single family homes over a period of 24 months from the date of the agreement.

Alderman Beidler made a motion directing the City Manager to update and extend the agreement with Community Partners for Affordable Housing and 2) authorize expenditures in an amount not to exceed \$330,000 for the purchase and rehabilitation of two additional single family homes over a period of 24 months from the date of the agreement, seconded by Alderman Buschmann. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

AND

Approve a motion in support of the construction of five to twelve Senior Cottages at Grove Campus and 1) authorize a contribution of up to \$350,000 from the Housing Trust Fund contingent on the participation of other partners, grants and project support from other sources and 2) indicate general support for transferring a parcel of land at Grove Campus for the Senior Cottages and authorize appropriate due diligence to be completed in preparation for future Council action on the land transfer.

Alderman Preschlack made a motion in support of the construction of five to twelve Senior Cottages at Grove Campus and 1) authorize a contribution of up to \$350,000 from the Housing Trust Fund contingent on the participation of other partners, grants and project support from other sources and 2) indicate general support for transferring a parcel of land at Grove Campus for the Senior Cottages and authorize appropriate due diligence to be completed in preparation for future Council action on the land transfer, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

FINANCE COMMITTEE

***** PUBLIC HEARING ON THE CITY'S ANNUAL APPROPRIATION ORDINANCE *****

Open Public Hearing

Mayor Pandaleon opened the Public Hearing at 8:55 pm

He asked if there was anyone from the public who would like to comment. Seeing none, he closed the Public Hearing at 8:59 pm

Mayor Pandaleon

Close Public Hearing

**1. Consideration of the Annual Appropriation Ordinance for FY2020 and Approval of Rollovers
(Final Reading – Public Hearing Required)**

Diane Hall, Assistant Finance Director, reported that Staff requests approving the final reading of the ordinance and rollovers. The rollover list has been updated and was included in the packet and the Ordinance provides for a 10% "contingency" above the budgeted expenditures. State statutes require the passage of the Appropriation Ordinance by the end of July, which must be filed with the County Clerk within 30 days of approval.

Mayor Pandaleon asked if there was anyone from the public who would like to comment. Seeing none, he closed the Public Hearing at 8:59 pm and asked for a motion.

COUNCIL ACTION: Conduct a public hearing on the City's FY2020 Annual Appropriation Ordinance. Upon closing the public hearing, it is recommended that the City Council consider approval of the final reading of the Ordinance and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office.

Alderman Newman made a motion to approve of the final reading of the Ordinance and the rollovers, seconded by Alderman Preschlack. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

2. Approval of an additional \$3 million transfer in FY2019 from the General Fund to the Capital Improvements Fund

James Morris, City Council Finance Committee Chair gave a brief overview of the policy for the General Fund. The reported that staff requests City Council approval of an additional transfer of \$3,000,000 from the General Fund to the Capital Improvements Fund in FY2019. This transfer is recommended due to one-time revenues exceeding budget projections and expense savings for the recently completed fiscal year. Allocation of these monies to specific purposes would be considered at a future meeting of the City Council Finance Committee.

The City Council had discussion on closing the fiscal year in surplus, unfunded capital projects, November CIP workshop, permit revenues and careful financial planning to make the transfers. The City Council asked staff for benchmarking on other communities; policy vs. reserves. Mayor Pandaleon reported that not all the money will be going into the ground, that there are a number of other items where resources are needed.

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

COUNCIL ACTION: Approval of an additional \$3 million transfer in FY2019 from the General Fund to the Capital Improvements Fund.

Alderman Rummel made a motion of approval of an additional \$3 million transfer in FY2019 from the General Fund to the Capital Improvements Fund, seconded by Alderman Moreno. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried

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

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of the June 3, 2019 City Council Meeting Minutes**
- 2. Approval of the June 17, 2019 City Council Meeting Minutes**
- 3. Approval of the July 1, 2019 City Council Workshop Meeting Minutes**
- 4. Approval of the Check Register for May 25 – June 21, 2019**
- 5. Approval of a Three-Year Contract Extension with Lake Forest Bank and Trust for Banking Services**
- 6. Award of Contract with TKB Associates to Purchase Software and Services for an Electronic Content Management System as Budgeted in FY20 Capital Plan**
- 7. Approve Use of the Remaining \$170,460 Water Plant Project Contingency for a Three-Year Extended Performance Warranty with GE/Suez (Year 1 & 2 Paid from Project Contingency of \$64,000), Analysis & Oversight of Said Warranty with Design Engineer Strand Associates**

(\$16,750), Extension of a Driveway Concrete Wall with Shroeder Concrete (\$32,000), and Driveway Resurfacing with Schroeder Asphalt (\$65,000)

- 8. Approval of a Contract with Baxter & Woodman Consulting Engineers to Provide Phase I Engineering Design Services for the Waukegan Road and Westleigh Intersection Improvements Project in an Amount not to Exceed \$75,000**
- 9. Request City Council Approval for a Five-Year Extension of the Current Landfill Disposal Fee Agreement with Advanced Disposal**
- 10. Ratification of a Purchase of a Police Marked Vehicle Previously Approved by Both the Finance and Public Works Committee Chairmen, to Morrow Brothers Ford in the Amount of \$35,985**
- ~~11. Waiver of Procedures and Approval of All City Expenditures and New Asphalt Contractor Recommendation for the Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the Amount of \$429,308.~~**
- 12. Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**
- 13. Consideration of an Ordinance Approving a Recommendation from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)**
- 14. Approval of the City of Lake Forest member contribution funding for the closing, design and renovation costs associated with the purchase of the North Suburban Special Recreation Association facility**

COUNCIL ACTION: Approval of the thirteen (13) Omnibus items as presented

Mayor Pandaleon stated that item #11 will be removed and heard at the August 5 City Council meeting. He asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion to approve the thirteen (13) Omnibus items as presented.

Alderman Buschmann made a motion to approve the thirteen (13) Omnibus items as presented, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

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

ORDINANCES

NEW BUSINESS

- 1. Authorization for the City to Participate in a Pilot Community Solar Program and Engage MC Squared Energy Services, LLC, in a Community Solar Subscription Agreement.**

Mike Strong, Assistant to the City Manager, reported that City Staff is requesting approval of a Pilot Community Solar Project Subscription Agreement with MC Squared Energy Solutions, to authorize the enrollment of a municipal Commonwealth Edison account in Community Solar.

During a recent meeting of the North Shore Electricity Aggregation Consortium (“NSEAC”), the City learned of an opportunity to participate in the ***first and only*** constructed and available Community Solar facility in Illinois. MC², a local energy broker for WCP Solar – the first and only current operational Community Solar facility in Illinois – solicited the NSEAC to participate in a Pilot Community Solar Subscription Program for member municipalities. MC² has worked with the City of Lake Forest in the past, managing the City’s first municipal electric aggregation program back in 2012.

Mark Pruitt gave a brief overview of current subscription/terms. While the exact volume of subscription credits available to the City will depend on how many other communities participate, the City anticipates that an annual allocation of about 130,000 kilowatt-hours (kWh) per year will be available

Mr. Strong reported Council is asked to consider City Hall’s ComEd account for a subscription in this program, which would result in a net savings of between \$17,140 and \$20,660 through credit-incentives over the life of the twenty year subscription

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

COUNCIL ACTION :If the City Council is supportive of participating in the pilot program, City staff requests the following two actions:

1. **Approval of an Agreement, subject to final review by the City Attorney and City Manager, with MC Squared Energy Services, LLC, in an amount estimated at \$9,297 per year to participate in a Pilot Community Solar Subscription Program; and**

Alderman Beidler made a motion to approve of an Agreement, subject to final review by the City Attorney and City Manager, with MC Squared Energy Services, LLC, in an amount estimated at \$9,297 per year to participate in a Pilot Community Solar Subscription Program, seconded by Alderman Goshgarian. The following voted “Aye”: Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted “Nay”: None. 8- Ayes, 0 Nays, motion carried.

AND

2. **Approval to enroll the City Hall ComEd Account in the Pilot Community Solar Subscription Program (Approve by Motion)**

Alderman Preschlack made a motion to approving to enroll the City Hall ComEd Account in the Pilot Community Solar Subscription Program, seconded by Alderman Buschmann. The following voted “Aye”: Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted “Nay”: None. 8- Ayes, 0 Nays, motion carried.

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

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Moreno made a motion to adjourn, seconded by Alderman Beidler. Motion carried unanimously by voice vote at 9:35 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

*Proceedings of the Monday, July 15, 2019
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.



RESOLUTION OF APPRECIATION

WHEREAS, MICHAEL J. GLOMSKI recently retired after more than 23 years of employment with, and service to, the City of Lake Forest; and

WHEREAS, MICHAEL J. GLOMSKI was more commonly known as simply, “Mike G.”; and

WHEREAS, MIKE consistently demonstrated a strong work ethic, a loyal commitment to his fellow employees and unwavering dedication to the City of Lake Forest and its residents; and

WHEREAS, MIKE worked passionately to protect and preserve trees throughout the City; first as a part of the Forestry Section, and more recently, as the Community Development Department’s City Arborist; and

WHEREAS, MIKE, on his own initiative, took steps to assure that the City’s Municipal Services Facility would always have a connection to the heritage Oak tree on Laurel Avenue by nurturing an “off spring” of the tree and carefully planting it near the driveway entrance to the Municipal Services Facility on Field Drive and years from now, that new Oak will stand tall reflecting the City’s commitment to sustainability and preservation of the natural environment; and

WHEREAS, MIKE is a gentle soul and will be deeply missed as a member of the Community Development team, but mostly, as a friend; and

WHEREAS, the residents of Lake Forest will long reap the benefits of **MIKE’S** efforts and his passion for the community; and

WHEREAS, we wish **MIKE** and Sue a long, healthy and happy retirement and many long walks among the trees with Ben the dog.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST that the Council, on behalf of the residents and City staff hereby expresses its sincere appreciation and gratitude to **MICHAEL J. GLOMSKI** for a public service honorably, faithfully and selflessly performed; and

BE IT FURTHER RESOLVED that this Resolution be appropriately inscribed and conveyed by the City Clerk to **MIKE G.**, with a copy to be included in the official minutes of the August 5, 2019 meeting of the Lake Forest City Council.

George A. Pandaleon, Mayor

FREQUENTLY ASKED QUESTIONS

What is eConnectDirect® and why was it developed?

eConnectDirect is an online investment platform that aggregates thousands of fixed-income offerings to effectively compare, select and manage investments across the bond and CD marketplace. eConnectDirect is designed to provide transparency, depth-of-market and efficiencies throughout the life cycle of an investment. It also features tools to help you manage your outstanding positions.

Who owns eConnectDirect?

Multi-Bank Securities, Inc. (MBS) is the sole owner of eConnectDirect. MBS has been a registered broker-dealer for more than 30 years. Visit www.finra.org to review our FINRA broker-dealer status – CRD No. 22098.

What is the relationship between MBS and eConnectDirect?

MBS is the executing broker-dealer of record on every transaction. MBS also provides all development and technical support related to eConnectDirect.

Are there fees associated with eConnectDirect?

There is no monthly subscription fee for using eConnectDirect and no transaction fees for any bond or certificate of deposit (CD) purchases.*

If there are no fees, how does MBS get compensated?

MBS is compensated one of two ways: Either the issuer is offering a selling concession to distribute their new-issue CD or security, or a mark-up/mark-down is applied to the offering (bid) price, also known as the bid/ask spread. Either way, no additional transaction fees are charged to you when utilizing eConnectDirect.

What fixed-income asset classes are available on eConnectDirect?

- CDs
- Corporate Bonds
- Municipal Bonds
- U.S. Agencies (GSEs)
- U.S. Treasuries

Where do you get this inventory? Are all the CDs and bonds listed on eConnectDirect owned by MBS?

Individual inventory offerings are from multiple sources, providing access to trillions of dollars in debt securities from hundreds of broker-dealers. It is not unusual to see a particular CUSIP being offered by multiple dealers at different quantities and prices.

MBS is a primary underwriter of U.S. agencies and CDs; those offerings are included in the marketplace.

How often are the prices shown on eConnectDirect updated?

eConnectDirect regularly updates its pricing throughout the day to deliver you a reliable resource for gathering timely information and investing in the most efficient way with institutional pricing. eConnectDirect uses multiple resources, technologies, providers and redundancies to deliver the most up-to-date pricing available on all its published offerings.

How does a customer get started with eConnectDirect?

First, we schedule an introductory webinar with you to demonstrate how eConnectDirect's features and tools can help your institution meet its unique investment goals. Once MBS is accepted as an approved broker-dealer, getting set up is quick and easy. We require the following four items:

- User agreement: Defines user access, authorized users and terms and conditions.
- Safekeeping or custody location for bond purchases: Cash, DVP and Prime Brokerage accounts can be accommodated.
- Signed resolution: Only those on the resolution are permitted to submit orders.
- Tax ID Number

Do I need to approve any other broker-dealers my firm works with to request transactions on eConnectDirect?

No. You only need to approve MBS.

There are multiple people involved in the investment process. How does eConnectDirect address different roles?

Customizable settings allow you to give multiple users different levels of access. Defined permissions and notifications let you effectively communicate account activity and limit trade requests to only authorized users.

Where is eConnectDirect's customer service department located?

Southfield, Michigan.

Additionally, each institutional account is assigned a FINRA-registered MBS account representative to be your main point of contact and assist with trade recommendations, requests and customer/technical support.

Once I sign up, do I still have access to my account representative?

Yes. eConnectDirect allows you to work independently if you choose, or work with your licensed account representative in a dynamic way – working side-by-side with you on fixed-income investment decisions you wish to make or answering any questions you may have. Transactions can be requested electronically through the platform or directly from your account representative.

What happens to my cart after I hit submit?

Submitting a request through eConnectDirect is similar to requesting a transaction over the phone with your broker. After you click submit, your transaction request is sent to our Trading Desk, which executes the trade. Your account representative is also notified. Regardless of whether you request a transaction online or over the phone, all trade processing and documentation will be available on eConnectDirect.

Can I sell bonds on eConnectDirect?

Yes. eConnectDirect's Request a Quote function allows you to sell a bond you currently own. Simply provide the CUSIP, quantity and proposed settlement date, and our Trading Desk will forward a bid to you.

How will eConnectDirect help me manage my positions/portfolios?

eConnectDirect provides many tools and automated services to enhance the way you manage your trades, individual positions and portfolio as a whole. These include, but are not limited to:

- FDIC/NCUA Insurance Analysis ("Scrub")
- Investment Policy Tool
- Unit Price Valuation
- Portfolio Activities and Balances
- Trade Processing, Communication and Documentation
- Reports: Accrued Interest, Expected Cash Flow, Maturity Distribution and More

Can I use eConnectDirect and continue to use my current broker(s)?

eConnectDirect was designed so you can use it as your sole source for information and transaction requests, or in conjunction with any other current relationships you have.

I want to safekeep at multiple locations. Does eConnectDirect support that?

Absolutely. eConnectDirect allows you to process trades across all of your accounts with one login.

How does eConnectDirect help me manage my FDIC/NCUA insurance coverage limits?

eConnectDirect provides a comprehensive insurance analysis ("scrub") to continually compare available inventory against your existing holdings. Since no two investors typically hold the same bank CDs, your view of the CD market is specific to your institution only. Through a variety of resources, eConnectDirect tracks bank mergers, acquisitions and failures to deliver a safe and reliable method to easily purchase CDs. You can also load existing CDs purchased into eConnectDirect, allowing you to run an insurance analysis on-demand.

Is eConnectDirect secure?

The eConnectDirect website is completely based on SSL (<https://>) security. All access is password-protected with user security profiles to ensure identity management and control should passwords be forgotten or need to be reset. MBS has independent third parties perform regular vulnerability and penetration testing to verify system and security integrity. Additional details related to website security are available upon request.

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MULTI-BANK SECURITIES, INC.®

(800) 967-9052 • sales@eConnectDirect.com • www.eConnectDirect.com

*There may be fees associated with other products/services offered by MBS.

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eConnectDirect®

User Agreement

Contact Information

Primary Point of Contact	Emily Jones	ejones@mbssecurities.com	(866) 330-0849
Product Specialist	Alexis Zehnder	azehnder@mbssecurities.com	(888) 354-7534
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

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Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

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**LICENSING AGREEMENT****This Agreement is between:**

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

andCity of Lake Forest

Account Holder

800 N. Field Drive

Street Address

Lake Forest, IL 60045

City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: ____ / ____ / 2019 ____

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

**ACCOUNT ADMINISTRATION:**

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator Name: Elizabeth Holleb
 Title: Finance Director
 Phone: 847-810-3612
 Email: hollebe@cityoflakeforest.com

Secondary Contact Name: Diane Hall
 Title: 847-810-3614
 Phone: Assistant Finance Director
 Email: halld@cityoflakeforest.com

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification City**User Access**

- ☐ Investor
- ☒ Securities
 - ☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)
- ☐ Issuer
- ☐ DTC-Eligible CDs (Brokerage Agreement Required)
 - ☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)
- ☒ Securities Safekeeping Agent
- ☒ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
 - ☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)

**Proprietary Rights in the eConnectDirect Software and Database:**

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/ or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

City of Lake Forest

Account Holder

Signature

Jason Wicha

Name

City Manager

Title

Multi-Bank Securities, Inc.

Company

Signature

Tim Peacock

Name

Senior Vice President

Title

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

[illegible]

****Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.**

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): \$ 0 per year

eConnectDirect CD Listing Services: \$ Waived per year

Special Notes/Instructions:

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INSTITUTIONAL SUITABILITY CERTIFICATE FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ (1) A credit union with total assets of \$50 million or more (or any other entity with total assets in excess of \$50 million). If a credit union (or any other entity) has total assets LESS THAN \$50 million, check Box 4 and provide your most recent Investment Policy;
- ☐ (2) A bank, savings and loan association, insurance company or registered investment company;
- ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);
- ☒ (4) MBS will determine suitability (Please provide your most recent Investment Policy).
2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
 3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
 4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

City of Lake Forest

Institutional Account Name

800 N. Field Drive

Address

Lake Forest, IL 60045

City, State, ZIP

U.S. Tax ID/EIN (If applicable)

hollebe@cityoflakeforest.com

Email Address

Signature of Authorized Signatory

Jason Wicha

Name of Authorized Signatory

City Manager

Title of Authorized Signatory

Date

847-810-3612

Phone

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308

(800) 967-9045
(954) 351-6930

(954) 351-9197

Member of FINRA & SIPC; MSRB Registered.

Proudly Veteran-Owned!

THE CITY OF LAKE FOREST
ORDINANCE NO. 2019-____

AN ORDINANCE AMENDING CHAPTER 93
OF THE LAKE FOREST CITY CODE
REGARDING CEMETERIES

Adopted by the City Council
of the City of Lake Forest
this ____ day of _____ 2019

Published in pamphlet form by direction
and authority of The City of Lake Forest
Lake County, Illinois
this ____ day of _____ 2019

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING CHAPTER 93
OF THE LAKE FOREST CITY CODE
REGARDING CEMETERIES

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

WHEREAS, The City of Lake Forest has enacted certain regulations relating to the operation of the Lake Forest Cemetery (the "Cemetery"); and

WHEREAS, from time to time, it is appropriate to review, update and modify the City of Lake Forest Code to assure that it appropriately reflects current practices and is clear; and

WHEREAS, The City of Lake Forest desires to update the current provisions of the City Code governing cemeteries, as set forth in this Ordinance; and

WHEREAS, on January 23, 2019, the Cemetery Commission considered and endorsed the proposed changes at a public meeting; and

WHEREAS, the Mayor and City Council, having considered the recommendation for amendments to the Code as it relates to the operation of the Cemetery, have determined that adopting this Ordinance and amending Sections 93.16, 93.17, 93.19, 93.45 and 93.46 as hereafter set forth, will be in the best interests of the City and its residents;

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

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

SECTION TWO: Amendments to Chapter 93, entitled "Cemeteries", Sections 93.16 93.17, 93.19, 93.45 and 93.46. of the City Code are hereby amended and shall hereafter be and read as reflected in Exhibit A which is attached here to and made a part hereof.

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

Passed this ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2019.

Mayor

ATTEST:

City Clerk

Exhibit A

Proposed text is shown in **bold, double underlined**, stricken text in ~~strikethrough~~.

Section 93.16, entitled "Vacancies; Powers of Commissioners," of the Lake Forest City Code is hereby amended as follows:

" § 93.16 VACANCIES; POWERS OF COMMISSIONERS

(A) In case of the death or resignation or removal permanently from the city of any one or more of the members of said Board of Cemetery Commissioners before his, her or their term of office expires, at the regular meeting of the City Council then next following, the Mayor shall nominate a person who shall be a resident ~~freeholder~~ of the city to fill such vacancy and when confirmed by the Council, the person so nominated shall become a member of said Board for the unexpired term of the member whom he or she succeeds."

Section 93.17, entitled "Reports," of the Lake Forest City Code is hereby amended as follows:

" § 93.17 REPORTS

The Chairperson of the Cemetery Commission Commissioners shall ~~at least once in every two years make an~~ **annual** itemized report to the Finance Committee of the City Council ~~county judge~~ of all trust funds in their hands and the securities taken therefor."

Section 93.19, entitled "Special Tax," of the Lake Forest City Code is hereby amended as follows:

" § 93.19 RESERVED FOR FUTURE USE SPECIAL TAX

~~(A) Should the Commissioners deem it necessary or advisable at any time that a tax should be levied for the improvement of the cemetery, they shall certify to the City Council the amount required, and the City Council shall include the amount thus certified to them in the sum certified by the Council to the City Clerk as the amount required for the annual tax levy for city purposes.~~

~~———(B) The proceeds of the tax as fast as it is paid to the City Treasurer (shall by him or her) be paid to the Cemetery Commissioners on the warrant of the Mayor, countersigned by the City Clerk."~~

Section 93.45, entitled "Sale of Lots," of the Lake Forest City Code is hereby amended as follows:

§ 93.45 SALE OF LOTS.

~~(A) (1) Upon the sale of any lot, the Sextant of the Commissioners shall receive payment therefor, and shall give to the purchaser a receipt, specifying the number of the lot or lots purchased, and the amount paid therefor; and upon the presentation to the City Clerk of any such receipt showing a payment in accordance with the scale of prices established by the Commissioners as hereinafter provided, the Clerk shall forthwith issue to the holder thereof a deed of the lot or lots purchased, signed by the Mayor and City Clerk on behalf of the city, with the city seal affixed, and acknowledged before some officer authorized by law to take the acknowledgment of deeds.~~

The purchase of any lot within the cemetery will be pursuant to a written contract, signed by the Purchaser and the Mayor and City Clerk on behalf of the city. The Sexton of the Commissioners shall receive payments on behalf of the City from the purchase of any lot within the cemetery. A copy of the fully executed contract will be provided to the purchaser, and a copy will be retained in the permanent records of the Cemetery Commission.

~~(2) The City Clerk shall be entitled to receive from the purchaser a sum as set out in the fee schedule for each deed, as his or her fee for issuing and obtaining the acknowledgment of the same; he or she shall retain the Treasurer's receipt as a voucher, and shall keep in a book provided by the city for the purpose, a complete register of all the deeds so issued.~~

(B) The contract ~~deed~~ provided for in this section shall contain the following with other covenants:

(1) That the premises shall be used for burial purposes only; and

(2) That all moneys received from the sale of lots shall be applied for ornamenting and improving, fencing and otherwise protecting the cemetery grounds, the payment of a Sexton ~~Sextant~~ and other assistants' services, and other necessary expenses incurred by the city in connection with the grounds."

Section 93.46, entitled "Operating Fund," of the Lake Forest City Code is hereby amended as follows:

"§ 93.46 OPERATING FUND

(A) The Commissioners and Sexton ~~Sextant~~ shall place all receipts arising from operation of the cemetery in the Operating Fund.

(B) Such Fund and the interest or income derived from such fund shall be used for the proper care and maintenance of the cemetery and for one-time improvement projects."

Exhibit A
Clean Version

Section 93.16, entitled "Vacancies; Powers of Commissioners," of the Lake Forest City Code is hereby amended as follows:

" § 93.16 VACANCIES; POWERS OF COMMISSIONERS

(A) In case of the death or resignation or removal permanently from the city of any one or more of the members of said Board of Cemetery Commissioners before his, her or their term of office expires, at the regular meeting of the City Council then next following, the Mayor shall nominate a person who shall be a resident of the city to fill such vacancy and when confirmed by the Council, the person so nominated shall become a member of said Board for the unexpired term of the member whom he or she succeeds."

Section 93.17, entitled "Reports," of the Lake Forest City Code is hereby amended as follows:

" § 93.17 REPORTS

The Chairperson of the Cemetery Commission shall make an annual itemized report to the Finance Committee of the City Council of all trust funds in their hands and the securities taken therefor."

Section 93.19, entitled "Special Tax," of the Lake Forest City Code is hereby amended as follows:

" § 93.19 RESERVED FOR FUTURE USE

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Peter Baker & Son Co.

1349 Rockland Road
P.O. Box 187
Lake Bluff, IL 60044-0187

Established 1915
Lake Bluff • Lakemoor • Marengo • North Chicago

Phone: (847) 362-3663
Fax: (847) 362-0707

To:	ULINE	Contact:	Pat Schultz
Address:	12575 Uline Drive Pleasant Prairie, WI 53158	Phone:	(262) 612-4200
Project Name:	ULINE - WAUKEGAN ROAD BIKE PATH	Fax:	
Project Location:	Lake Forest, IL	Bid Number:	19192
		Bid Date:	5/22/2019

We are pleased to submit these prices for your consideration.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	3" PAVEMENT REMOVAL	9,713.00	SY	\$8.50	\$82,560.50
2	FINE GRADE EXISTING STONE BASE	9,713.00	SY	\$4.50	\$43,708.50
3	3" HMA SURFACE COURSE, N50	9,713.00	SY	\$23.00	\$223,399.00
4	STRUCTURE ADJUSTMENTS	16.00	EACH	\$950.00	\$15,200.00
5	TREE PROTECTION	27.00	EACH	\$250.00	\$6,750.00
6	LANDSCAPING	1.00	LS	\$26,000.00	\$26,000.00
7	CURB & GUTTER REMOVE & REPLACE	98.00	LF	\$75.00	\$7,350.00
8	PCC SIDEWALK	200.00	SF	\$37.00	\$7,400.00
9	DETECTABLE WARNINGS	40.00	SF	\$18.00	\$720.00
10	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$11,720.00	\$11,720.00
11	THERMOPLASTIC PAVEMENT STRIPING	1.00	LS	\$4,500.00	\$4,500.00


Total Bid Price: \$429,308.00

Notes:

- Final payment is to be made by applying the above unit prices to the actual quantities as measured in place.
- Flag People and Daily Traffic Control Devices are included for our work only.
- Taxes are included.
- Barricades, Permanent Signs, Arrow Boards are not included.
- Prices do not include prime.
- Any and all Construction Layout, Licenses, Bonds, Permits and Fees are to be provided by others.
- Peter Baker & Son Company utilizes all union operating engineers, laborers and teamsters.
- Bituminous QC Testing is included for our work only.
- Peter Baker & Son does not participate in liquidated damages or incentive plans.
- Prices good for work completed by November 22, 2019. For any work completed after this date, we reserve the right to renegotiate the above prices.
- If this proposal is not accepted within 20 days of the proposal date, then all prices may be void and subject to change.
- No pay item may be deleted without our approval. Quote is based on performing all work unless otherwise noted.

Payment Terms:

Final Payment shall be made within (30) days after completion of the job. (1-1/2% Interest Per Month thereafter)

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Peter Baker And Son Co.  Authorized Signature: Estimator: Rusty Welch (847) 362-3663 rusty@peterbaker.com
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June 21, 2019

Mr. Michael Thomas
Director of Public Works
City of Lake Forest
800 North Field Drive
Lake Forest, Illinois 60422

Subject: City of Lake Forest – Burr Oak Stormwater Study Update

Dear Mr. Thomas:

Baxter & Woodman, Inc. is pleased to submit this proposal to reevaluate and expand the stormwater modeling and analysis for the Burr Oak Study Area, and to provide a Technical Memorandum discussing the findings and recommendations.

The study includes the area bounded by Tara Lane Cul-de-sac and Western Avenue Cul-de-sac to the north, Laurel Avenue to the south, Western Avenue to the east, and Green Bay Road to the west. The assessment will include one day of limited topographic survey, an expansion of the existing hydrologic and hydraulic analysis of the existing storm sewer system in the area, analysis of several improvement options, and preliminary design of the recommended option. The preliminary design will consist of preliminary plan sheet exhibits and a preliminary engineer's estimate of probable construction costs.

Our scope of services, schedule, and engineering fees are presented below.

SCOPE OF SERVICES

Design Services

1. **PROJECT MANAGEMENT** - Plan, schedule, and control activities to complete the Project. These activities include, but are not limited to budget, schedule, and scope. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
2. **DATA COLLECTION AND REVIEW** - Obtain previously completed studies, models, plans, and resident reports relevant to the Project. This information will be reviewed and utilized as appropriate to complete the Project. Obtain all available aerial contour mapping, storm sewer system data, water and sanitary sewer system data, aerial photography, parcel lines, street names, and addresses from the Village's Atlas.

3. **LIMITED TOPOGRAPHIC SURVEY** - Perform topographic survey within the Project limits to obtain additional data to determine the effectiveness of potential drainage improvements. This task may include: surveying elements of the sewer system necessary to supplement data in the Village's GIS; surveying critical ground elevations to determine overland flow depths; and surveying lowest opening elevations of residences within low-lying areas. This task includes one (1) day of fieldwork by a two-person survey crew. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
4. **UTILITIES – CONTACTS AND COORDINATION** - Conduct a Design Stage Request with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary drawings to utility companies for their markup and return.
5. **DRAINAGE ANALYSIS** - Perform a hydrologic analysis of the subject watershed to define runoff rates – updating the existing model with the new Bulletin 70 rainfall data. Perform a hydraulic analysis to determine capacity of the existing and proposed storm sewer system (sewers, culverts, ditches etc.). Expand the City's existing XP-SWMM model to include the added study area; as well as increase the level of detail of the model to develop refined results.
6. **EVALUATE ALTERNATIVES** - Develop up to three (3) alternatives to address the identified drainage problem. Conceptual exhibits and estimates of probable construction costs will be prepared for each alternative evaluated.
7. **ENGINEER'S OPINION OF PROBABLE COST** - Prepare Preliminary Opinions of Probable Construction and Total Project Costs for the Project including construction cost, contingencies, construction engineering services, and other costs necessary for completion of the Project.
8. **MEETINGS** - Attend two (2) meetings with Village staff to kickoff the project and discuss preliminary findings, refine alternatives, receive further direction, and obtain feedback on recommendations.
9. **TECHNICAL MEMORANDUM** - Prepare a Technical Memorandum describing the analyses performed, alternatives considered, conclusions, and recommendations. Prepare associated exhibits, including concept plans and engineer's estimate of probable construction costs for each alternative. Include discussion regarding any necessary permitting requirements and any potential funding sources that may be available for the project.

Schedule

The Technical Memo will be complete by the August 15, 2019.

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$14,900.

We appreciate the opportunity to work with the City of Lake Forest on this important Project and we are available to begin work immediately upon your notice to proceed.

If you find this proposal acceptable, please attach this document as Exhibit A to the Village's Design Agreement. Please do not hesitate to call me at 815-482-7853 or Matt Moffitt at 815-444-4470 if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean E. O'Dell, PE
Vice President

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July 26, 2019

Mr. Michael Thomas
Director of Public Works
City of Lake Forest
800 North Field Drive
Lake Forest, Illinois 60422

Subject: City of Lake Forest – Stormwater Drainage Study Updates

Dear Mr. Thomas:

Baxter & Woodman, Inc. is pleased to submit this proposal to reevaluate and update the 2014 Stormwater Drainage Study. The 2019 Stormwater Drainage Study will help guide City staff and officials in prioritizing stormwater project improvements.

The project team will meet with City staff to reevaluate priority areas based on reports of flooding by both residents and City staff. These areas may include both previously identified areas from the 2014 Stormwater Drainage Study and new areas not previously studied. Each area will be assessed utilizing the updated 2019 Bulletin 70 rainfall data and recommendations to provide a 10-year level of service will be developed. An Engineer's Estimate of Probable Construction Costs will be developed for each recommended improvement. Finally, a priority list based on benefits per cost will be developed. The final deliverable will be a revised Stormwater Drainage Study report.

Our scope of services, schedule, and engineering fees are presented below.

SCOPE OF SERVICES

Design Services

1. **PROJECT MANAGEMENT** - Plan, schedule, and control activities to complete the Project. These activities include, but are not limited to budget, schedule, and scope. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
2. **DATA COLLECTION AND REVIEW** - Obtain previously completed studies, models, plans, and resident reports relevant to the Project. This information will be reviewed and utilized as appropriate to complete the Project. Obtain all available aerial contour mapping, storm sewer system data, water and sanitary sewer system data, aerial photography, parcel lines, street names, and addresses from the Village's Atlas.

3. **LIMITED TOPOGRAPHIC SURVEY** - Perform topographic survey within the Project limits to obtain additional data to determine the effectiveness of potential drainage improvements. This task may include: surveying elements of the sewer system necessary to supplement data in the Village's GIS; surveying critical ground elevations to determine overland flow depths; and surveying lowest opening elevations of residences within low-lying areas. This task includes one (1) day of fieldwork by a two-person survey crew. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
4. **DRAINAGE ANALYSIS** - Perform a hydrologic analysis of the subject watersheds to define runoff rates – updating the existing model with the new Bulletin 70 rainfall data, or develop a model where there is none existing. Perform a hydraulic analysis to determine capacity of the existing and proposed storm sewer system (sewers, culverts, ditches etc.). At least 5 subject watersheds, or problem area, will be analysed.
5. **EVALUATE ALTERNATIVES** - Develop a recommended improvement to address the each identified drainage problem. Conceptual exhibits will be prepared for each alternative evaluated.
6. **ENGINEER'S OPINION OF PROBABLE COST** - Prepare Preliminary Opinions of Probable Construction and Total Project Costs for the Project including construction cost, contingencies, construction engineering services, and other costs necessary for completion of each of the recommended projects.
7. **MEETINGS** - Attend two (2) meetings with Village staff to kickoff the project and discuss preliminary findings, refine alternatives, receive further direction, and obtain feedback on recommendations.
8. **FINAL REPORT** - Prepare a Final Report describing our findings and recommendations. Assumptions and methodologies for each Problem Area will be documented. Exhibits will be prepared to support final recommendations, showing the location of the recommended improvements. Alternatives will be ranked based on the cost of the improvements per property benefitting from the Project, along with other factors selected by City staff. The Final Report will include a systematic plan for implementing the recommended improvements.

Schedule

The Final Report will be complete by August 30, 2019.

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$19,950**.

We appreciate the opportunity to work with the City of Lake Forest on this important Project and we are available to begin work immediately upon your notice to proceed.

If you find this proposal acceptable, please attach this document as Exhibit A to the Village's Design Agreement. Please do not hesitate to call me at 815-482-7853 or Matt Moffitt at 815-444-4470 if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean E. O'Dell, PE
Vice President

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THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- ____

AN ORDINANCE APPROVING SIGNAGE FOR AN EXISTING BUSINESS AT 840 S.
WAUKEGAN ROAD

WHEREAS, LFC Properties, LLC ("**Owner**") is the owner of that certain real property commonly known as 825 S. Waukegan Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, Campbell & Schmidt Dentistry ("**Tenant**"), with the consent of the Owner, desires to install replacement wall signage ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on July 2, 2019; and

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

1. the Property is located within the B-1, Neighborhood Business District under the City Code,

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

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

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

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

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

SECTION TWO: Approval of Application. Pursuant to Section 150.147 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant approval of the Application to allow the construction of the Improvements on the Property, as more fully depicted on the Plans.

SECTION THREE: Conditions on Approval. The approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and

limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- D. Fees and Costs. The 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.

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Tenant has not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS __ DAY OF _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2019.

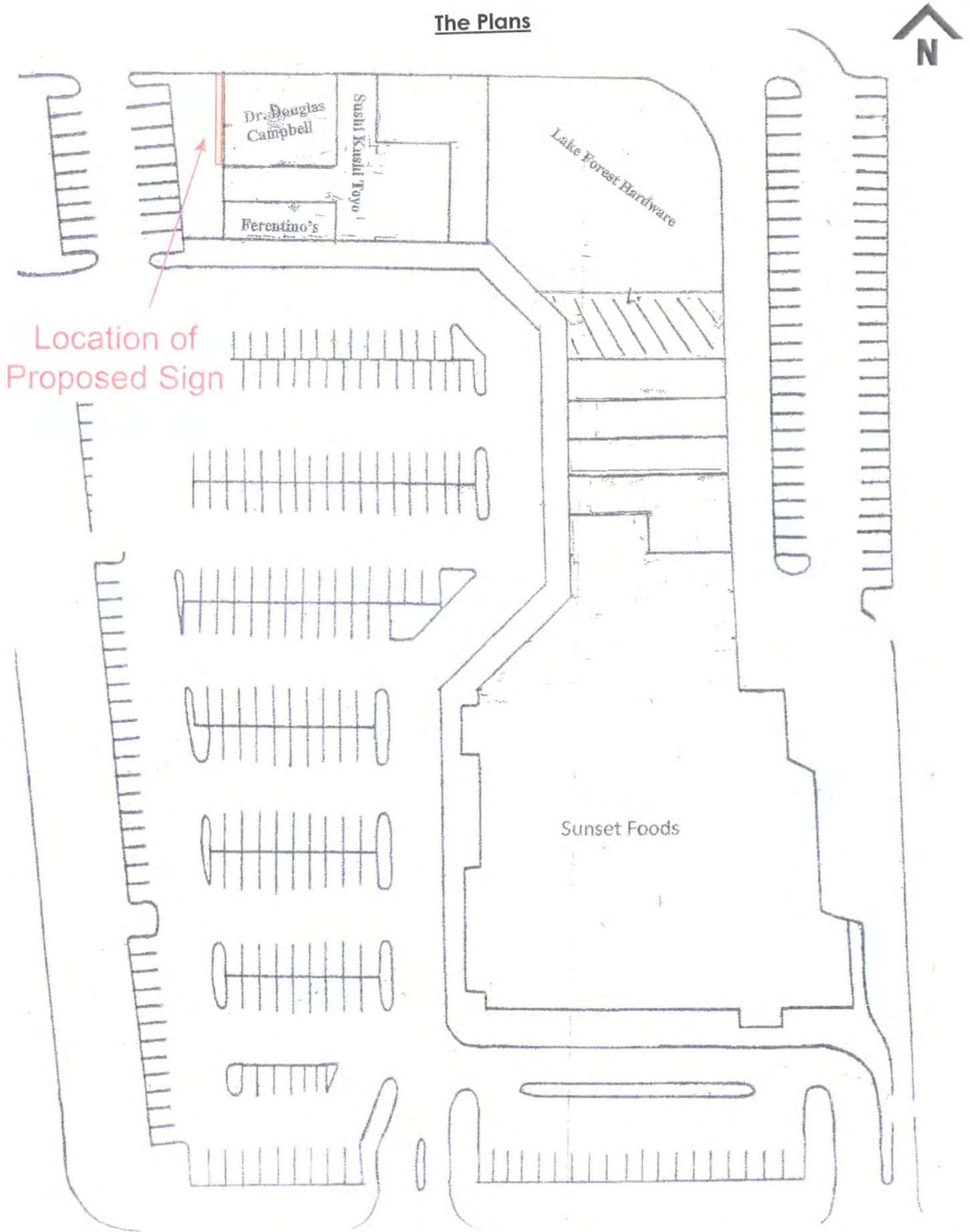
Mayor

ATTEST:

City Clerk

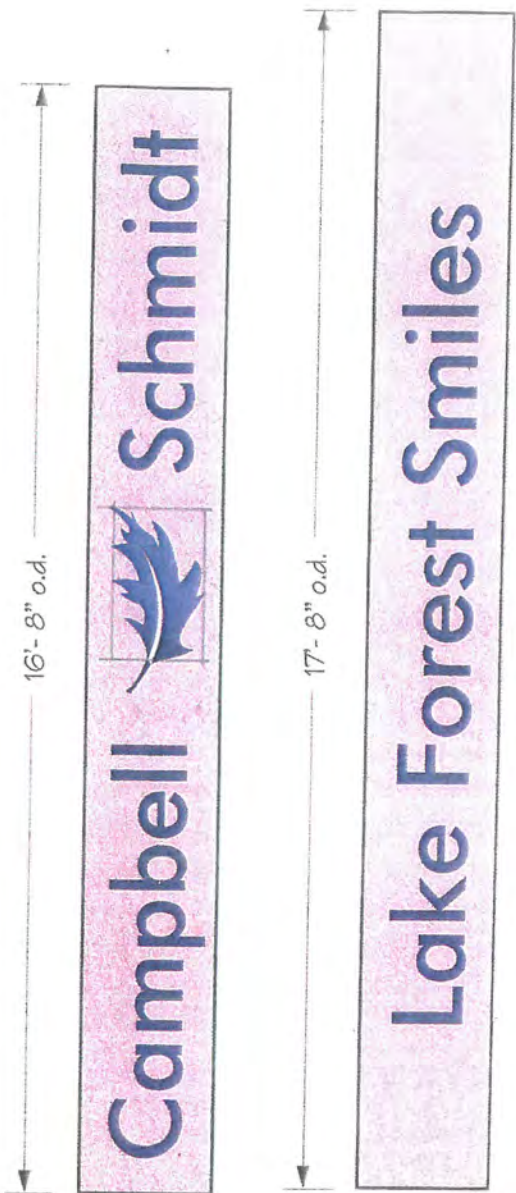
GROUP EXHIBIT B

The Plans

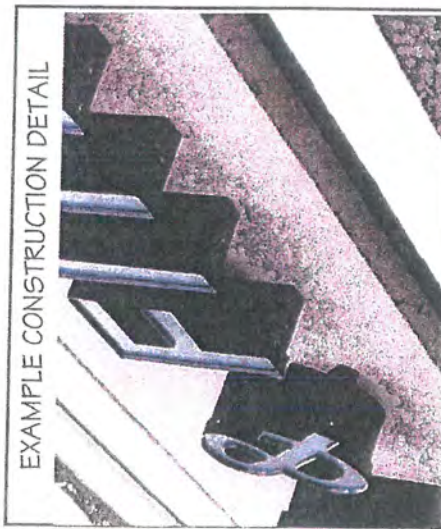


The Plans

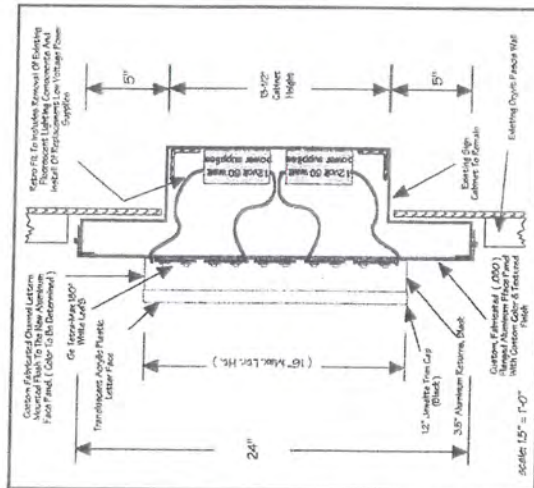
PROPOSED SIGN



NEW CUSTOM FABRICATED SIGN FACES FOR THE EXISTING ILLUMINATED SIGN CABINET
SOLID ALUMINUM, FLANGED FACES WITH 2" SIDE RETURNS. CUSTOM TEXTURED BACKGROUND FINISH MATERIAL.
INDIVIDUAL, INTERNALLY ILLUMINATED CHANNEL LETTERS MOUNTED TO PANEL SURFACE.
ALL L.E.D. LIGHTING COMPONENTS



© Signet Sign Company 2018
All Rights Reserved



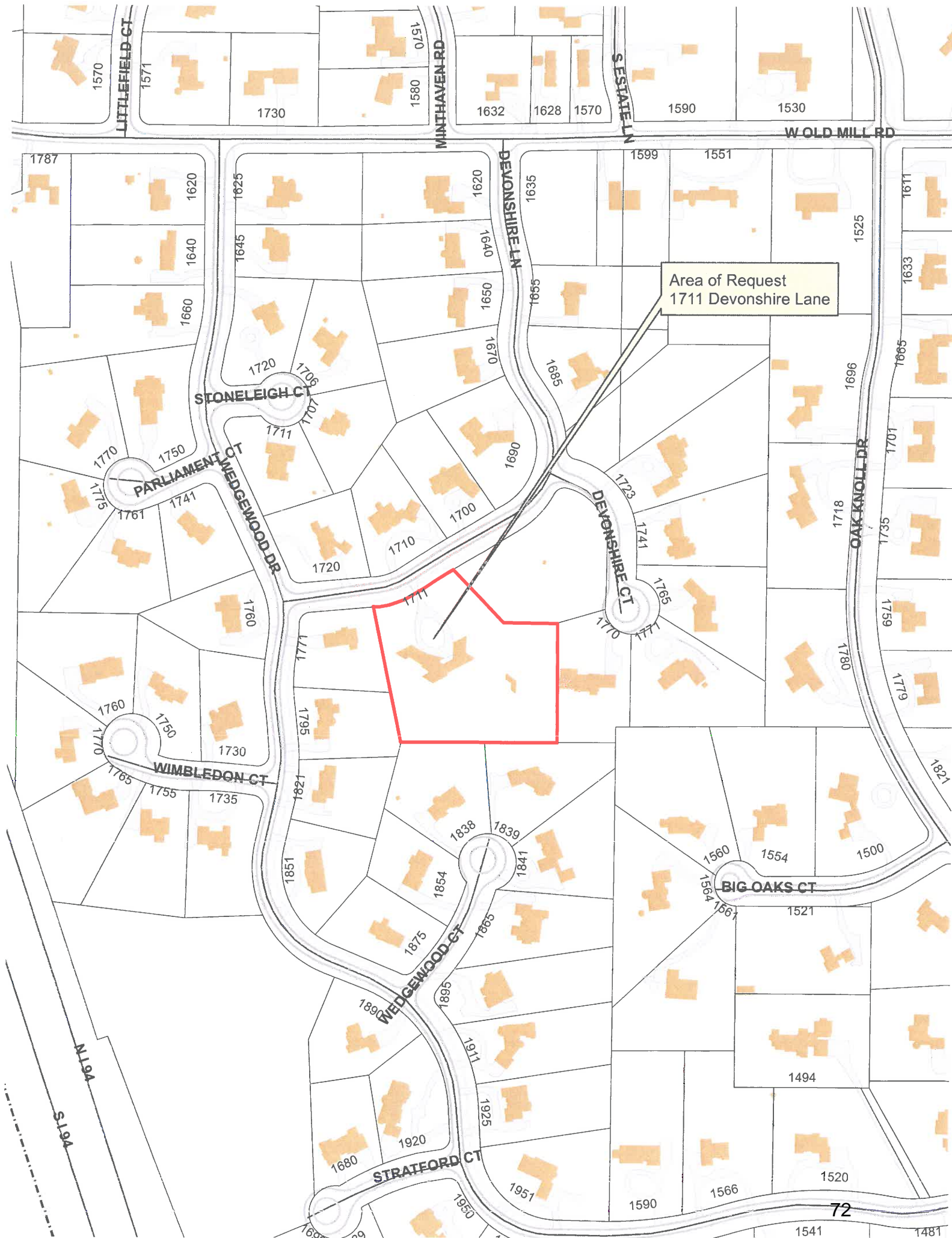
SIGNET SIGN COMPANY

608 WHITE OAK LANE, BARTLETT, IL. 60103
"A Full Service Sign Company" (630) 830-8242

Scale: 3/8" = 1'-0" Client:

Date: 5-20-19 Campbell / Schmidt
Drawn By: 6116 Sunset Corners
Drawing #: 18-0411b-r1 Lake Forest

This Is An Original Unpublished Drawing. Submitted For Your Personal Use In Connection With A Project Being Planned For You By Signet Sign Company. It Is Not To Be Reproduced, Copied Or Exhibited In Any Fashion Without Written Permission Of Signet Sign Company. Any Use Of This Drawing Without Written Permission Automatically Requires The User To Pay Signet Sign Company A \$1,500.00 Design Fee. Dimensions And Descriptions Are For Presentation Purposes Only And May Vary With The Actual Fabrication. Details depicted on this drawing are for presentation purposes and may change with actual product sizes, dimensions and colors.



Area of Request
1711 Devonshire Lane

An aerial photograph of a residential neighborhood. A large, irregular area is outlined in red, covering a significant portion of the center and right side of the image. This area is mostly composed of bare trees and some grass. To the left of this red-outlined area, there are several houses with dark roofs and some green lawns. A yellow callout box with a pointer line indicates a specific location within the red-outlined area.

Area of Request
1711 Devonshire Lane

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019 - ____

**AN ORDINANCE AMENDING CHAPTER 155 – “HISTORIC PRESERVATION”
OF THE CITY CODE**

WHEREAS, Christopher Enck and Martha Skup are the owners of the property located at 1711 Devonshire Lane, legally described in Exhibit A; and

WHEREAS, Christopher Enck and Martha Skup have petitioned The City of Lake Forest for Local Landmark Designation of residence located at 1711 Devonshire Lane; and

WHEREAS, the Historic Preservation Commission of The City of Lake Forest held a public hearing on June 26, 2019, as required by Section 155.04 of the Lake Forest Code to consider the request for Local Landmark Designation and provided the opportunity for public testimony; and

WHEREAS, after hearing a presentation from the petitioner and providing the opportunity for public testimony and, after completing deliberations on the matter, the Historic Preservation Commission voted unanimously to recommend approval of the request based on the criteria for designation in Section 155.05(A) of the City Code and submitted to the City Council a report of its findings, a copy of which is attached hereto and incorporated by this reference as Exhibit B and;

WHEREAS, the Mayor and City Council, having considered the recommendation of the Historic Preservation Commission, have

determined that adopting this Ordinance and amending Chapter 155 of the City Code relating to historic preservation as hereinafter set forth, will be in the best interests of the City and its residents;

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

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

SECTION TWO: **Amendment to Chapter 155, "Historic Preservation"**. Section 155.13 entitled "Designation of Landmarks and Properties Listed in the National Register of Historic Places," is hereby amended to include the follows:

Date Listed June 26, 2019 -- The main residence located at 1711 Devonshire Lane is found to meet the criteria for designation in Section 5 of this Chapter and is hereby designated as a Local Landmark under the provisions of this Chapter.

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

Passed this ____ day of ____, 2019

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this ____ day of ____, 2019

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description of Property

Legal Description:

PARCEL 1: LOT 11 IN BLOCK 3 IN WEDGEWOOD SUBDIVISION BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1979 AS DOCUMENT 2014877, IN BOOK 72 OF PLATS, PAGES 54, 55 AND 56 IN LAKE COUNTY, ILLINOIS.

PARCEL 2: AN UNDIVIDED 1/63RD INTERESTED IN OUTLOTS 1, 2 AND 3 IN AFORESAID WEDGEWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12 AND 13, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1979, AS DOCUMENT 2034877, IN BOOK 72 OF PLATS, PAGES 54, 55 AND 56, IN LAKE COUNTY, ILLINOIS.

PIN 15-13-204-019

Commonly known as: 1711 Devonshire Lane

Exhibit B – Findings in Support of Designation

- *Criteria A: Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials or craftsmanship.*

The residence meets Criterion A because of its exemplification of the modern architectural style. A common feature of the modern architectural style, the Abel and Mildred Fagen House, demonstrates a clear horizontality in its form and configuration, and with elements like ribbon windows and broad roof overhangs. The exterior consists of natural materials, with unique detailing reflected in the angular soffits and in the stone's protruding pattern. The house also utilizes passive solar design techniques that include large windows along the south elevation, concrete floors that serve as a thermal mass to collect and distribute heat, louvers that redirect and diffuse air flow, a a roof designed to hold a thin layer of water to cool the house.

- *Criteria B: Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the District, the City of Lake Forest, the State of Illinois, or the United States.*

The Abel and Mildred Fagen House is identified as the work of the notable architects George Fred Keck and his brother William Keck. The designs of Keck and Keck can be described as dynamic and progressive. William Keck first received wide recognition for his design of the House of Tomorrow, a multi-faceted, glass and steel residence built for the 1933 Century of Progress Exposition in Chicago. Keck and Keck went on to design a number of homes scattered throughout the Chicago area and the Midwest. The North Shore in particular is home to more Keck houses than any other area. The homes designed by Keck and Keck are significant because of their unique interpretation of the modern style to employ passive solar technologies. Examples of this in the Fagen House are evident in the angular configuration of the home, the design of the roof overhangs, and louvered vents which serve a functional and aesthetic purpose.

- *Criteria G: Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the District, the City of Lake Forest, State of Illinois, or the United States.*

Both Mildred Rees Fagen, the original owner, and Franklin McMahon, the home's second owner, significantly contributed to the cultural development of the City of Lake Forest and the State of Illinois. Mildred Rees Fagen was a dedicated life-long arts patron and philanthropist. She was a co-founder of and served as the vice president of the Community Music Association of Lake Forest and Lake Bluff, (precursor of the Lake Forest Symphony), a member of the Lake Forest College Citizen's Advisory Committee, and an active trustee of Roosevelt University and of the Ravinia Festival Association. Ms. Fagen was a founding member of the Deerpath Art League and started the League's annual art fair in and around Market Square. The art fair continues to be held annually over the Labor Day weekend.

The home's second owner, Franklin McMahon was an accomplished artist and has been featured in numerous publications such as the New York Times, The Washington Post and Chicago Tribune. McMahon was also exhibited in museums including the Chicago Historical Society and the Smithsonian.



THE CITY OF LAKE FOREST
HISTORIC PRESERVATION COMMISSION
LOCAL LANDMARK NOMINATION FORM

1. NAME OF PROPERTY

Historic Name: Abel E. and Mildred Fagen House

Common Name: _____

2. LOCATION

Street Address: 1711 Devonshire Lane

City: Lake Forest State: IL County: Lake ZIP Code: 60045

3. CLASSIFICATION

Category:

- ☒ Building
- ☐ Structure
- ☐ Object
- ☐ Site

Ownership:

- ☐ Public
- ☒ Private
- ☐ Both

Present Use:

- | | | |
|--|--|---|
| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Government | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Park | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Cemetery | <input type="checkbox"/> Private Residence | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Military | <u>vacant</u> |
| <input type="checkbox"/> Entertainment | <input type="checkbox"/> Museum | |

4. REPRESENTATION IN EXISTING SURVEYS

National Historic Districts

- ☐ Original Lake Forest Historic District (1975)
- ☐ Green Bay Road Historic District (1995)
- ☐ Vine/Oakwood/Green Bay Road Historic District (1980)
- ☐ Individual Listing on the National Register of Historic Places, date: _____
- ☐ Other: _____

Local Historic Districts

- ☐ Local Ordinance Historic District
- ☐ Historic Residential and Open Space Preservation District

Surveys

- ☐ City of Lake Forest Historic Resources Survey, contributing resource – ☒ YES ☐ NO
- ☐ Illinois Historic Structures Survey (Illinois Dept. of Conservation, 1975);
- ☐ Illinois Historic Landmarks Survey (Illinois Dept. of Conservation, 1975).
- ☐ Other: _____

5. DESCRIPTION

Plan Shape:

- ☐ Rectangular
- ☐ Square
- ☐ Circular
- ☐ L-Shaped
- ☐ U-Shaped
- ☐ H-Shaped
- ☒ Irregular
- ☐ Other _____

Primary Window Type:

- ☐ Double Hung
- ☐ Casement
- ☒ Fixed
- ☐ Sliding
- ☐ Other _____

Number of

Stories: 1

Roof

Material: Built-up

Foundation:

- ☐ Stone
- ☐ Brick
- ☐ Concrete Block
- ☒ Concrete
- ☐ Other _____

Roof Form:

- ☐ Gable
- ☐ Hip
- ☐ Gambrel
- ☐ Mansard
- ☒ Flat
- ☐ Other _____

Structural Framing:

- ☐ Wood
- ☐ Masonry
- ☐ Concrete
- ☐ Steel
- ☐ Other _____

Condition:

- ☐ Excellent
- ☐ Good
- ☒ Fair
- ☐ Poor
- ☐ Ruins

Façade:

- ☐ Clapboard
- ☐ Brick
- ☒ Stone
- ☐ Stucco
- ☐ Shingle
- ☐ Aluminum Siding
- ☐ Vinyl Siding
- ☐ Synthetic Stucco

Check One:

- ☒ Original Site
- ☐ Moved; date: _____
- ☐ Altered
- ☐ Unaltered

5. DESCRIPTION (CONTINUED)

Written Description: (Provide on separate sheet)

6. STATEMENT OF SIGNIFICANCE

Architectural Style(s): _____
Wrightian Modern

Architect: Keck & Keck

Date of Constuction: 1948

Builder: _____

Period of Significance: 1948-2007

Landscape Architect: _____

STATEMENT OF SIGNIFICANCE: CRITERIA FOR LANDMARK DESIGNATION

Applicable Criteria:

Mark an "x" in one or more boxes to identify the criteria, from the Historic Preservation Ordinance, which qualify the property for Lake Forest landmark designation.

- ☒ A. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials or craftsmanship.
- ☒ B. Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the District, the City of Lake Forest, the State of Illinois, or the United States.
- ☐ C. Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail.
- ☐ D. Its representation of a historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, structures, sites or objects that may or may not be contiguous.
- ☐ E. Its unique location or distinctive physical appearance or presence represents an established and familiar visual feature of a neighborhood, community, or the City of Lake Forest.
- ☐ F. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City of Lake Forest, whose components may lack individual distinction.
- ☒ G. Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the District, the City of Lake Forest, State of Illinois, or the United States.
- ☐ H. Its association with important cultural or social aspect or events in the history of the City of Lake Forest, State of Illinois, Midwest region, or the United States.
- ☐ I. Its location as a site of an important archaeological or natural significance.
- ☐ J. Its location as a site of a significant historic or prehistoric event or activity which may or may not have taken place within or involved the use of any existing improvements on the property.

STATEMENT OF SIGNIFICANCE (CONTINUED)

Written Statement of Significance: (Provide on separate sheet)

7. PROPERTY DESCRIPTION

Acreage of property: approx. 2.7 acres

Legal Description: (provide below or attach to form)

8. MAJOR BIBLIOGRAPHICAL REFERENCES

Cite any books, articles, and other sources used in preparing this form. (Continue on separate sheet, if necessary)

See attached.

9. OWNER OF PROPERTY

Name Christopher Enck and Martha Skup

Address 455 Birch, Winnetka, IL 60093

Signature _____

10. FORM PREPARED BY

Name Susan Benjamin and Gwen Sommers Yant

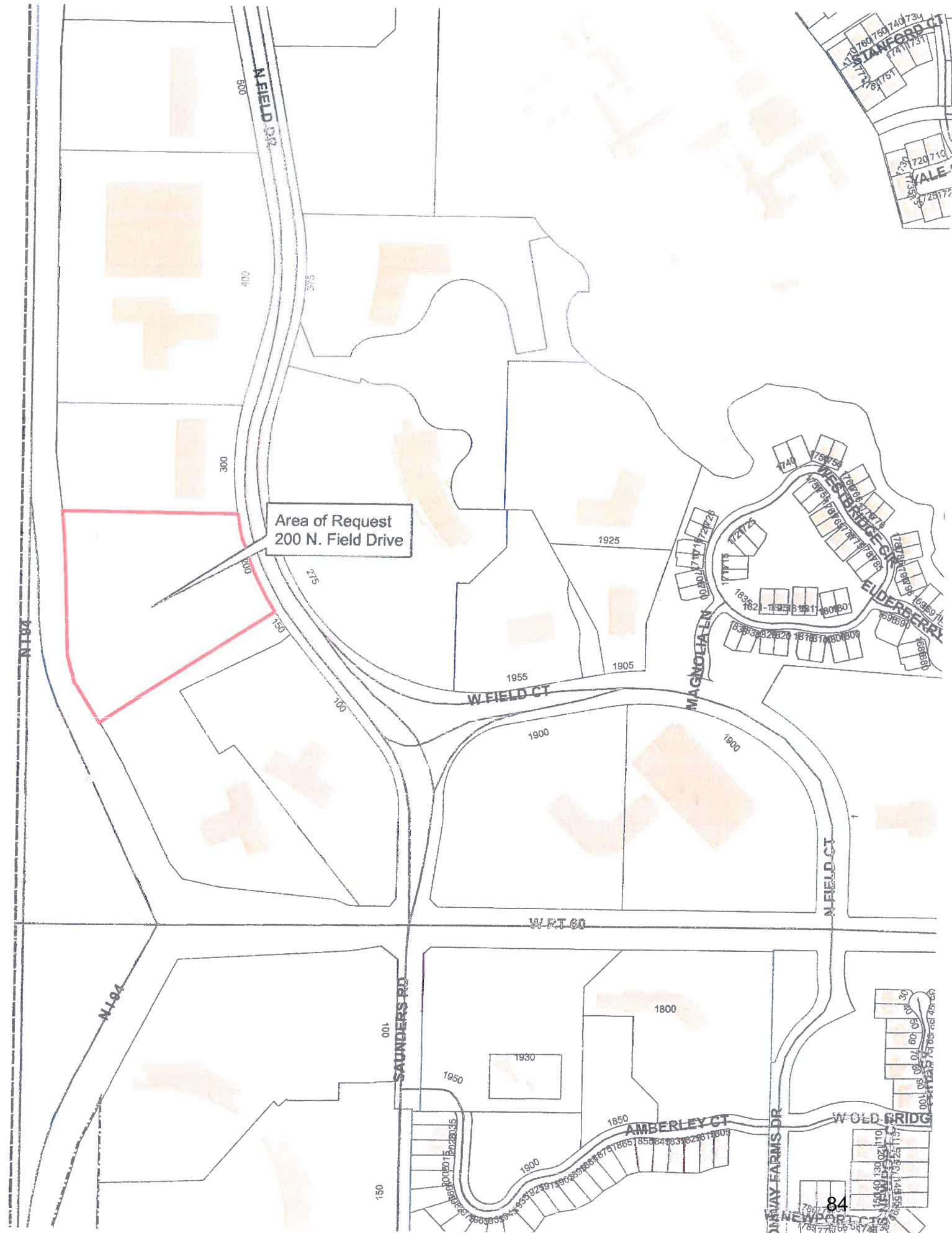
Organization Benjamin Historic Certifications, LLC Date June 3, 2019

Street Address 711 Marion Avenue Telephone 312-203-1808

City Highland Park State IL Zip Code 60035

Return to:
Historic Preservation Commission
Community Development Department
800 Field Drive
Lake Forest, IL 60045

<i>HPC Use Only:</i> Date Received: Date Heard: Commission Decision: Council Action: Date:



Area of Request
200 N. Field Drive

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- ____

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

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

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

WHEREAS, on July 2, 2018, based on a recommendation from the Building Review Board, the City Council approved plans for a Hyatt Place Hotel inclusive of a site plan, building elevations and an overall landscape plan; and

WHEREAS, the Owner desires to make modifications to the previously approved plans inclusive of relocation and enhancement of the entrance element and refinements to architectural details and exterior materials (**"Improvements"**) as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B (**"Plans"**); and

WHEREAS, the Owner was required to present the modified 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 May 1, 2019; and

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

1. the Property is located within the OR-2 Office Research District under the City Code,
2. Owner proposes to construct the Improvements as depicted on the modified 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 modified Plans, subject to the terms and conditions hereinafter set forth; and

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

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

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

SECTION TWO: Approval of Application. Pursuant to Section 150.147 of the City Code and the City's home rule authority and other statutory powers, and subject to the limitations therein and the conditions set forth in Section Three of

this Ordinance, the City Council does hereby grant approval of the Application to allow the construction of the Improvements on the Property as modified, 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. Prior Approvals. The Ordinance approved by the City Council on July 2, 2018 remains in effect except for the specific aspects of the project hereby modified by this later approval.
- B. 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.
- C. 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.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans, as modified in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action, attached hereto.

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS __ DAY OF _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

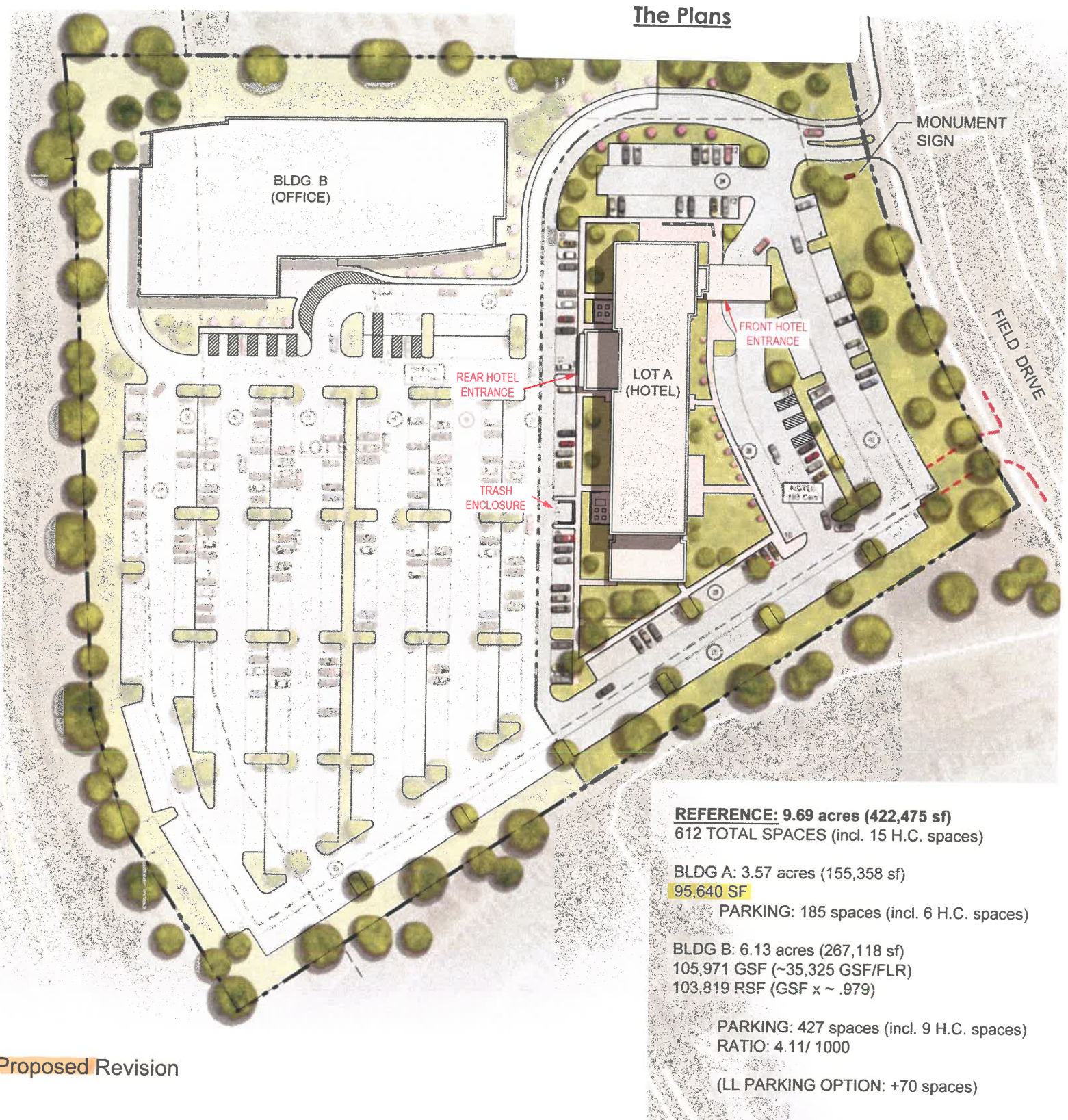
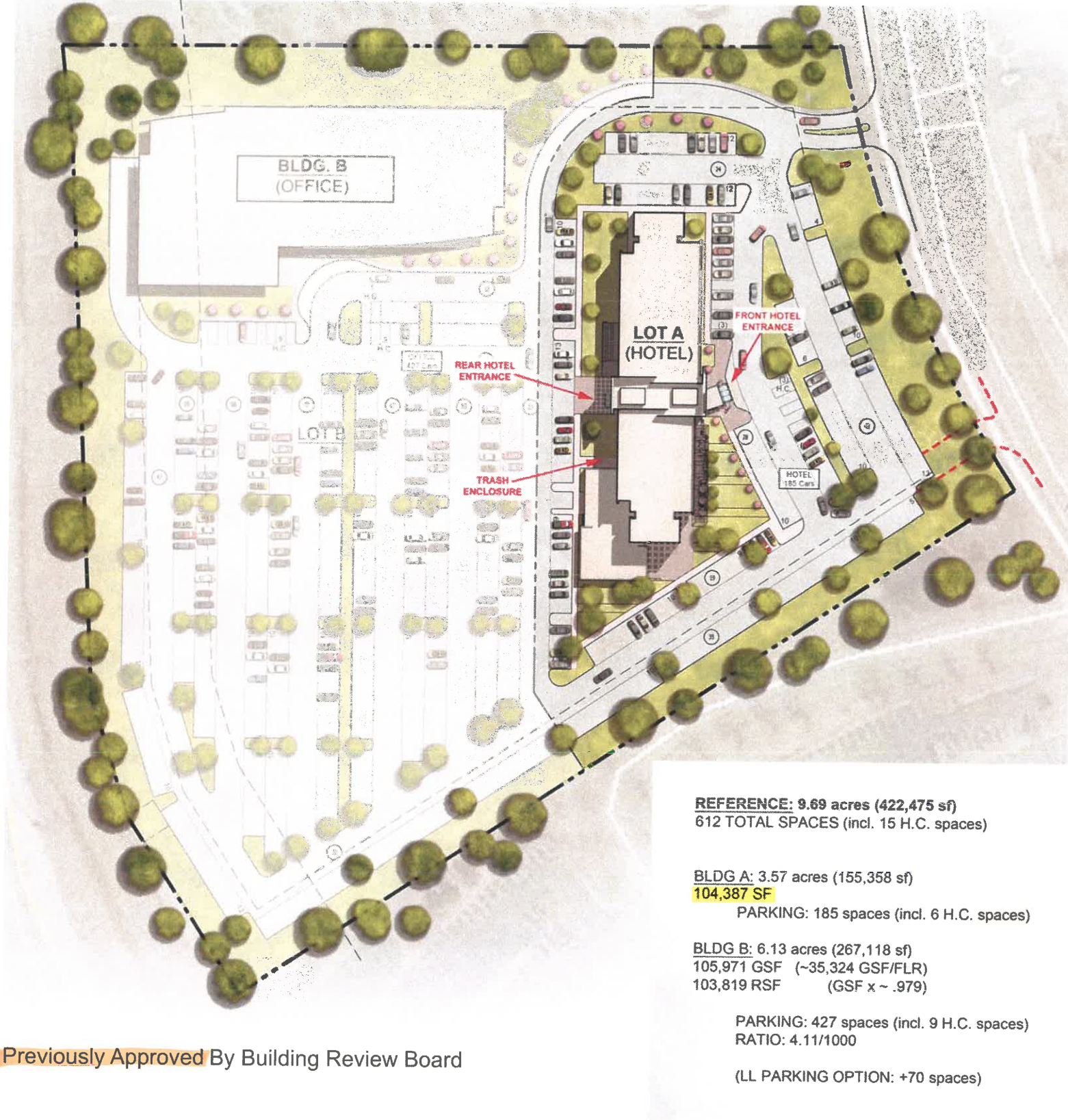
ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2019.

Mayor

ATTEST:

City Clerk





The Plans



NORTH ELEVATION

SCALE : 1" = 20'-0"



SOUTH ELEVATION

SCALE : 1" = 20'-0"

Proposed North & South Elevation



WEST ELEVATION

SCALE : 1" = 20'-0"

0 10' 20'

Proposed West Elevation

GROUND FLOOR PLAN

Scale: 1" = 20'-0"

Rooms and Areas:

- MEETING ROOM 017: 1,042 SF
- MEETING ROOM 018: 1,043 SF
- UTILITIES: 734 SF
- STAIR
- ELECTRICAL RM: 203 SF
- MAINTENANCE: 143 SF
- EMPLOYEE AREAS: 300 SF
- TOILET
- LAUNDRY: 577 SF
- LINE: 192 SF
- LINE CHUTE: 48 SF
- KITCHEN: 1,223 SF
- VESTIBULE
- FITNESS: 1,000 SF (PROTOTYPING: 654 SF)
- STAIR
- STORAGE: 66 SF (7'-3" x 8'-6")
- GM OFFICE: 97 SF
- SALES: 180 SF
- STORAGE & ID: 90 SF
- WORK ROOM: 134 SF
- COPY
- WOMEN'S: 046
- MEY'S: 041
- LUGGAGE: 49 SF
- BUSINESS CENTER
- SELF CHECK-IN
- VESTIBULE 000



THE CITY OF LAKE FOREST

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENTS TO A PREVIOUSLY APPROVED ECONOMIC
DEVELOPMENT INCENTIVE AGREEMENT**
(Conway Office Park Hotel)

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

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

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

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

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

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

WHEREAS, on July 2, 2018, the corporate authorities approved an Economic Incentive Agreement (the "**Agreement**") with Janko to ensure the successful operation of the Proposal; and

WHEREAS, in recognition of delays incurred during the final design development phases due to modifications to the Proposal to more closely align with the interests of the Conway Park Owners' Association and related changes, the corporate authorities of the City have determined that amendments to the Agreement to extend the permit application submittal and completion dates is in the best interests of the City and its residents; and

WHEREAS, the original Effective Date of the Agreement, September 24, 2018, is retained for the purpose of calculating the duration of the Additional Considerations as described in Section 7 of the Agreement.

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

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

SECTION 2: Approval; Authorizations.

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

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

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

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law; provided, however, that this Resolution (and the authorizations granted herein) shall be of no force or effect unless Janko delivers the executed Agreement to the City Clerk on or before September 1, 2019.

PASSED THIS ____ DAY OF _____, 2019.

AYES ()

NAYS ()

ABSENT ()

APPROVED THIS ____ DAY OF _____, 2019.

Mayor

ATTEST:

City Clerk

Prepared for and after
recording return to:

Jason C. Wicha
City Manager
The City of Lake Forest
220 East Deerpath
Lake Forest IL 60045

Recorders Use Only

AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** ("**Agreement**") was made and entered into as of the 24th day of September, 2018 (the "**Effective Date**"), by and between **THE CITY OF LAKE FOREST**, an Illinois home-rule municipal corporation ("**City**"), and **JANKO GROUP LLC**, an Illinois limited liability company (the "**Owner**") (collectively, the City and the Owner shall hereinafter be referred to as the "**Parties**").

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

SECTION 1. RECITALS.

- A.** Owner is the legal and/or beneficial owner of certain real property in Lake Forest, Illinois, and legally described in Exhibit A attached hereto ("**Property**").
- B.** The Property is zoned OR-2, which zoning authorizes hotels as a permitted use.
- C.** The Property is located within an office park development known as Conway Park at Lake Forest that is located along Illinois Route 60 and the Tri-State Tollway ("**Conway Park**"). The City annexed Conway Park in 1988 with the contemplation that an upscale hotel would be developed within the office park that would complement the high-quality office buildings to be developed in Conway Park and to serve Conway Park, the City, and visitors to neighboring communities.
- D.** The Property is one of the few remaining lots to be developed in Conway Park.
- E.** For more than 20 years, the development of an upscale hotel in Conway Park has been hampered for various reasons, including economic factors.

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

G. Owner has presented plans to the City for the development of a "Hyatt Place" hotel (the "**Hotel Development**") as more fully described in the City's Ordinances No. 2018-32 and _____ (the "**BRB Ordinances**"), which has approved the design elements of the Hotel Development. The Owner has determined, and the City acknowledges, that following the Start Date (as hereinafter defined) operating a hotel of the quality and character of the Hotel Development cannot be fully and effectively accomplished at the outset without certain economic assistance.

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

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

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

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

SECTION 2. PURPOSE AND AUTHORITY.

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

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

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

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

SECTION 6. INCENTIVE PAYMENTS.

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

1. No later than May 31, ~~2019~~2020, the Owner shall apply for a building permit for the Hotel Development in accordance with the BRB Ordinance and the Requirements of Law, unless such time period is extended by resolution of the City Council.
2. Unless otherwise extended by resolution of the City Council, within 120 days after the issuance of the building permit(s) for the Hotel Development (the "**Construction Commencement Date**"), the Owner shall commence construction of the Hotel Development, and thereafter diligently pursue such construction to completion. It is anticipated that the Hotel Development will be completed within 15 months after the Construction Commencement Date or by December 31, ~~2020~~2021, whichever is later.
3. Upon completion or substantial completion of the Hotel Development, the Owner shall commence operations of the Hotel Development. The earlier of (a) the commencement of operations of the Hotel Development, and (ii) the issuance of a final certificate of occupancy for the Hotel Development by the City shall hereinafter be referred to as the "**Start Date**."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page to follow.]

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

ATTEST:

THE CITY OF LAKE FOREST

City Clerk

Mayor

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

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

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

Notary Public

My Commission Expires:

(SEAL)

JANKO GROUP, LLC, an Illinois limited liability company

By: _____
Gary R. Janko
Its: Manager

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

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

Given under my hand and official seal, this ____ day of _____, 2019.

NOTARY PUBLIC
Commission expires _____

EXHIBIT A
Legal Description of Property

Lot 3 in Conway Park at Lake Forest Resubdivision No. 2,
Phase 1, being a Subdivision of the Southwest Quarter,
Section 36, Township 44 North, Range 11 East of the Third
Principal Meridian, According to the Plat thereof Recorded
January 10, 2000 as Document 4476419 in Lake County,
Illinois.

P.I.N. 11-36-301-014-0000

Commonly known as: 200 N. Field Drive

EXHIBIT B

Community Development Fees

- Building Permit Fees
- MEP Permits
- Engineering Review/Inspections
- Plan Review/Revision Fees
- Life Safety Permits/Review Fees

PROPOSED HYATT PLACE HOTEL

DRAFT

LAKE FOREST, ILLINOIS

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