

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**  
Monday, April 15, 2019 at 6:30 pm  
City Hall Council Chambers  
220 E. Deerpath, Lake Forest

Honorable Mayor, Robert Lansing

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

**CALL TO ORDER AND ROLL CALL**                      **Immediately following the Finance Committee meeting**

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

1. **EXECUTIVE SESSION** pursuant to 5 ILCS 120/2 (c), (5), **The City Council will be discussing the purchase or lease of real property for the use of the public body.**

**Adjournment into Executive Session**

**Reconvene into Regular Session**

<b>1. COMMENTS BY MAYOR</b>
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**A. 2018-2019 Board and Commission Appointments/Reappointments**

**SENIOR RESOURCE COMMISSION**

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Gale Strenger Wayne	Appoint as Chair	3
Thomas Sullivan	Reappoint	3
Mark Dewart	Appoint	LB

A copy of Volunteer Profile sheets for new appointments begins on **page 25**

**COUNCIL ACTION: Approve the Mayors Appointments and Reappointments**

**2. COMMENTS BY CITY MANAGER**

**A. Approval of the 2019 Lakefront Operational Procedures**

PRESENTED BY: *Joe Mobile, Superintendent of Recreation (847-810-3941)*

**PURPOSE AND ACTION REQUESTED:** Due to the construction project of the Hughes Gateway, the Parks and Recreation Board requests approval of the 2019 Lakefront Operational Procedures.

**BACKGROUND/DISCUSSION:** The 2019 Forest Park Beach season is quickly approaching and will present additional challenges for operations due to the Hughes Gateway project closing the ring road, north road and north parking lot until mid-September. In addition, Lake Road will also be closed to through traffic north of Deerpath Road forcing all traffic to route south on Lake Road. Staff is currently preparing for the 2019 season, and due to the established timeline for repairs of the Hughes Gateway, staff is working to find a solution to beach accessibility that will accommodate both south beach permit holders who have been affected for the past four summers by road issues as well as the general beach user. With the loss of 104 parking spots in the north beach parking lot until mid-September, staff is developing a plan to lessen the burden of that loss to our resident users so they can still enjoy the Lakefront during the closure.

Last year on opening weekend, there were 1,625 vehicles that came to the beach, 2,779 guests arrive in vehicles, 678 nonresident walk-ins, and 952 resident walk-ins. Over the course of the beach season, we went into parking overflow 28 out of 33 weekend and Holiday days. There were 9,757 vehicles that came to the beach on weekend and holidays alone carrying 16,947 guests. Since the closure of the north road last year, the amount of vehicular traffic on the south beach access road and in the lower south beach parking lot put a great amount of stress on the facility as well as the staff. To ensure a better experience for our guests, staff feels the need to put some restrictions on the south entry point and lower parking lot.

With the Hughes Gateway project, the two south lots are the only available onsite parking for residents. The lower South Beach parking lot has 88 regular spots, 5 handicap spots and 36 trailer spots for which permits are sold annually. The Upper South parking lot also has 18 spots available to residents who display a Lake Forest City sticker. Based on the amount of vehicular traffic accessing the facility last year, moving from 215 car parking spots to 111 available this season poses a burden on residents.

Staff has considered many options and have now determined what we consider to be the best operational plan for the summer of 2019. Staff has met with representatives from the following City Departments; Police, Fire, Parks & Recreation, Forestry, City Hall, Streets, and Building Maintenance to gather feedback and garner support for the procedures. After the meeting all departments supported the proposed operational procedures outlined below. A visual diagram of the lakefront area is attached on **page 26** of your packet.

**PROPOSED OPERATIONAL PROCEDURES**

**Beach Access** – All vehicular beach access will be from the south access road. Staff is suggesting that on **weekdays**, Monday through Friday, the lower south beach parking lot will be open to any guest that has a City of Lake Forest Parking sticker. The middle row of trailer spots will be reserved for vehicles that have purchased a launch pass or a watercraft storage permit. Staff will monitor these spaces so they may be used as overflow parking beginning from the south end of the row if necessary. On **weekends and holidays**, staff recommends that the south beach parking is for south beach permitted vehicles only (water ramp launch, watercraft storage, south beach parking). All other beach parking will be housed in the lot behind Deer Path Middle School, where a shuttle service will provide transportation to and from the South Beach Parking lot, from 9am-7pm. On July 4<sup>th</sup>, the parking and shuttles will run from the Lake Forest High School East Campus lot. If a non-resident parks in the Deer Path Lot and want to take the shuttle, staff will direct them to pay the non-resident fee at the Fitness Center desk and receive a wrist band in order to ride the bus. Once at the beach, golf cart transportation from the South parking lot to the North swimming area will be provided to ease the burden on all users. Staff will be running 1 golf cart on weekdays and 2 on weekends. Pedestrian traffic will access the beach from the north Belvedere stairs and the wooden stairs to the south. All non-resident access will be from the south wooden stairs as well.

Staff will continue selling caretaker passes, daily boat launch passes and guest parking passes Monday-Friday only (no weekend and no holidays). All day camps that come to the beach as part of their camp day will still be permitted, however no bus parking will be allowed on site. Staff has suspended all beach pavilion and fire circle rentals for the 2019 season as well.

**Life Safety**- All emergency vehicles will access the lakefront from the south parking lot as well unless they can obtain access from the north road. City Staff determined that the beach lifeguard staff and the Fire Department will work on drills together prior to the season opening to coordinate emergency vehicle access to the beach swimming area in a safe and timely manner.

**Staff Parking** - The Top South parking lot will be designated for staff parking this summer season. After looking at several options, and without the use of the Lake Forest College north lot this summer, this location was determined the best option for operations.

**Signage** - Staff will be working with Streets Section to add signage at the beach this season. Signage will also be added for our shuttle service at Deer Path as well as around Forest Park to provide visible instructions and guidelines for residents. Staff will also have the flexibility to add additional Handicap spots in the lower lot if needed. We are currently in compliance with the law but feel that we may need to make additional accommodations after losing 5 handicap spaces in the north lot. The Streets Section will provide some portable handicap signs if we find that we need to increase handicap parking at the lakefront.

**Marketing** – The communication plan includes signage around town, information packets at all City buildings, a social media campaign, website postings, information in the Summer Dialogue, and utilizing the City's email lists. A press release has also been drafted for distribution upon approval as well.

**Beach Storage/Lockers** – Staff continues to investigate different options for locker storage to promote alternate means of transportation to the lakefront. Patrons could rent a unit for the summer leaving their belongings on site.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Park & Recreation Board	3/19/19	Approval of the 2019 operational procedures and approval to move forward to City Council for approval.
City Staff	3/12/19	Support and Approval from City Department representatives.

**BUDGET/FISCAL IMPACT:** The changes in operational procedures will have a significant fiscal impact on the lakefront operations budget this summer as they are non-budgeted costs. All costs are estimates at this time.

**Golf Cart Shuttle** – The cost of 2 golf carts for the summer will be approximately \$5,400.00.

**School Bus Shuttle** – The contractual cost of a School Bus to operate as our shuttle for 33 weekend and Holiday days will be approximately \$18,480.00. The shuttle service will run from 9:00 a.m. – 7:00 p.m. Memorial Day to Labor Day this summer. Staff will monitor it on stormy days to see if the schedule and staff can be adjusted.

**Additional Shuttle Staff** – The staffing of the Deerpath parking lot will add approximately \$2,970.00 in staff costs as well.

The total effect on the operating budget at the lakefront this summer will be approximately \$26,850.00 in additional costs with the recommended plan.

**Revenue Loss** – There will also be additional revenue loss with the proposed operational procedures this summer. The first will be approximately \$7,000 in pavilion rental revenue. Pavilions will be open for general use this summer. In addition, staff has prorated the south beach permit fees for three months of operation while the project is underway. This proration has a revenue loss of approximately \$1,100 based on current sales of permits. It is too early to estimate what the overall effect of the road closure will have on the south parking permit revenues.

The current effect on the operating budget at the lakefront this summer to date is approximately \$8,100 from lost revenue with the recommended plan. This will increase as additional permits are sold over time. Also, there may be an increase in south parking permits sold due to the recommended plan that will lower the overall loss of revenue over time.

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
FY20 Beach Operating Budget	0	\$26,850.00	N

**COUNCIL ACTION: Approval of the 2019 Lakefront Operational Procedures**

<b>3.</b>	<b>COMMITTEE REPORTS</b>
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## FINANCE COMMITTEE

### 1. GFOA Award Presentation

PRESENTED BY: *Alderman James Morris, Finance Committee*

The City received notification that it has once again been awarded the Government Finance Officers Association **Certificate of Achievement for Excellence in Financial Reporting** for its FY18 Comprehensive Annual Financial Report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment is a significant accomplishment by a government and its management.

In a GFOA news release, it is noted that "The City's CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive spirit of full disclosure to clearly communicate its financial story and motivate potential users and user groups to read the CAFR."

The City has received this prestigious award for the **40<sup>th</sup> consecutive year**.

In addition to the Certificate of Achievement, an **Award of Financial Reporting Achievement** is presented by the GFOA to the individual designated as instrumental in their government unit's achievement of the Certificate. I am pleased to present this award to Diane Hall, Assistant Finance Director. Diane serves as the primary liaison to the City's independent audit firm, Baker Tilly. She coordinates the annual audit process and preparation of the City's annual financial report.

GFOA is a major professional association servicing the needs of more than 20,000 appointed and elected local, state and provincial-led government officials in the United States and Canada. GFOA awarded the Certificate of Achievement to 4,299 governmental units for the fiscal year ended 2016. In Illinois, 338 organizations received the award – 4.9% of the total 6,963 units of Government in the state.

### 2. Approval of the Comprehensive Fiscal Plan for FY2020

PRESENTED BY: *James Morris, Finance Committee Chairman*

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the Comprehensive Fiscal Plan for Fiscal Year 2020 (May 1, 2019 to April 30, 2020).

**BACKGROUND/DISCUSSION:** The City Council Finance Committee has reviewed various components of the Comprehensive Fiscal Plan for FY2020 at several public meetings over the past seven months. The proposed Comprehensive Fiscal Plan is presented for final approval this evening. The document has been provided to the City Council under separate cover and was made available on the City's web site on April 8, 2019.

The following changes have been made to the budget figures since the March 11 Finance Committee meeting:

- Compensation adjustments are now reflected within the operating department budgets for all funds

- FY20 Transfer from General Fund to Capital Fund increased from \$500,000 to \$1.5 million
- South Park improvements and corresponding grant revenue has been added
- Transfer from Parks and Recreation Fund to Golf Course Fund has been revised with the \$235,000 loan being moved from FY20 to FY19

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council Finance Committee	3/11/19	Operating Budget
City Council	2/4/19	Approval-Sanitation Fee, Water Rates, Home Rule Sales Tax Rate
City Council	1/22/19	First Reading-Sanitation Fee, Water Rates, Home Rule Sales Tax Rate
City Council Finance Committee	1/22/19	Capital Budget Update; Sanitation Fee; Water Rates; Home Rules Sales Tax Rate
City Council	12/3/18	Adoption of Tax Levy, Fees
City Council Finance Committee	11/26/18	Capital Budget/Revenues
City Council	11/19/18	First Reading – Tax Levy, Fees
City Council Finance Committee	10/15/18	FY20 Fiscal Policy approved
City Council Workshop	9/17/18	Long Term Capital Funding and Pending Capital Projects

**BUDGET/FISCAL IMPACT:** The proposed revenues for FY2020 total \$90.47 million compared to total expenditures for FY2020 of \$88.7 million. The proposed plan is balanced with all operating expenditures covered from current revenues and capital expenditures funded from current revenues and reserves in excess of the City Council’s Fiscal Policy. A fund balance deficit projected for the Laurel/Western TIF Fund would be funded from temporary inter-fund loans.

**COUNCIL ACTION: Approval of the Comprehensive Fiscal Plan for Fiscal Year 2020**

**3. Annual Vendor Approval**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the vendors listed on **page 27** for FY2020.

**BACKGROUND/DISCUSSION:** On September 19, 2011, the City Council approved Code amendments revising the method for approving vendors. Consistent with the revised policy, payments for services provided on an unspecified ongoing basis exceeding \$20,000 annually in aggregate are to be approved by the City Council as part of the budget process. The attached list provides the vendors approved for FY2016-FY2019 as well as the recommendations submitted for City Council approval for FY2020.

The City Council will continue to approve any single purchase over \$20,000 as specified in Chapter 38 of the City Code.

**BUDGET/FISCAL IMPACT:** Approval of the attached vendor list does not have an immediate fiscal impact. The amounts designated for each vendor for FY2020 have been included in the annual budget.

**COUNCIL ACTION:** Approval of the attached list of vendors (page 27) for Fiscal Year 2020.

#### 4. Approval of Revisions to City's Pension Funding Policy

PRESENTED BY: *Alderman James Morris, Finance Committee Chairman and Elizabeth Holleb, Finance Director (847-810-3612)*

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of revisions to the City's Pension Funding Policy defining the manner in which the City funds long-term costs of pension benefits.

**BACKGROUND/DISCUSSION:** In light of new accounting and financial reporting requirements promulgated by the Governmental Accounting Standards Board (GASB 67/68) and increased scrutiny regarding the funding of municipal pension benefits, the Pension Funding Taskforce including the International City/County Management Association (ICMA), National League of Cities (NLC) and Government Finance Officers Association (GFOA) made recommendations regarding the components of a Pension Funding Policy for state and local governments. In 2015, the City Council adopted a Pension Funding Policy incorporating recommendations of the Pension Funding Taskforce as well as GFOA Best Practices.

In December of 2016, the City began discussions with its independent actuary regarding recommendations to address the projected increases in public safety pension costs. An April 2017 Finance Committee meeting and June 2017 City Council workshop provided opportunities to better understand the impact of actuarial assumptions on both the current funding requirement and projected requirements over time. Another City Council workshop was held in September 2017 during which a modeler was provided by the actuary further demonstrating the impacts of current decisions. As a result of these meetings, the City Council directed the City's actuary to modify the mortality table, salary increase and payroll growth assumptions for the 4/30/17 actuarial valuations of the police and fire pension funds.

A pension subcommittee established by the Mayor continues to meet to address alternatives for the future such as an open amortization period. With no changes anticipated for the 4/30/18 actuarial valuations, the City Council approved revisions to the Pension Funding Policy on April 16, 2018 to reflect the assumption changes effective for Fiscal Year 2019.

On February 4, 2019, the pension subcommittee conducted a joint meeting with the Police and Fire pension boards. At this meeting, it was recommended that the City amend its Pension Funding Policy to incorporate the City's intent to phase in an open amortization period as a more fiscally sustainable model for public safety pension funding. At its March 11, 2019 meeting, the City Council Finance Committee concurred with this recommendation.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee	3/11/19	Discussed potential revisions to Pension Funding Policy
Pension Subcommittee	2/4/19	Joint meeting with police and fire pension boards
Finance Committee and City Council	4/16/18	Approved revised Pension Funding Policy
Finance Committee	3/5/18	Discussed potential revisions to Pension Funding Policy
City Council	8/3/15	Approval of Pension Funding Policy
City Council	7/27/15	Discussed draft Pension Funding Policy
Finance Committee	4/20/15	Approved revisions to City's Fiscal Policy

**BUDGET/FISCAL IMPACT:** The proposed revisions have no immediate financial impact to the City but instead reflect the City's intent to phase in an open amortization period. It should also be noted that the modification from 100% to 90% funding by 2040 is a change that should have been made for the April 2018 revisions and has already been incorporated in the most recent actuarial valuations for police and fire.

**COUNCIL ACTION:** Approval of revisions to the City's Pension Funding Policy (page 29).

**5. Resolution in Support of Senate Bill 1111 and House Bill 1571**

PRESENTED BY: *Alderman James Morris, Finance Committee Chairman*

**PURPOSE AND ACTION REQUESTED:** The Pension Subcommittee recommends approval of a Resolution in support of Senate Bill 1111 and House Bill 1571. The Illinois Municipal League (IML) has submitted a number of pension reform proposals for consideration by the 101<sup>st</sup> General Assembly. The Pension Subcommittee is concerned that while some of these proposals are designated as pension reform, they simply defer the existing obligations and will exacerbate the pension funding challenges for local municipalities. Please refer to the proposed resolution (page 32) for City Council consideration.

**COUNCIL ACTION:** Approval of the Proposed Resolution

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

**5. ITEMS FOR OMNIBUS VOTE CONSIDERATION**

**1. Approval of the April 1, 2019 City Council Meeting Minutes**

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

COUNCIL ACTION: Approval of the April 1, 2019 City Council Meeting Minutes.

**2. Consideration of Approval only of Executive Session minutes to include the dates of 4/16/18, 5/30/18, 6/4/18, 6/18/18, 7/2/18, 9/4/18, and 3/18/19.**

STAFF CONTACT: *Margaret Boyer, City Clerk (847-810-3674)*

**PURPOSE AND ACTION REQUESTED:** Staff requests approval only of reviewed Executive Session Minutes reviewed at the Monday, April 1, 2019 City Council meeting. These include the minutes of 4/16/18, 5/30/18, 6/4/18, 6/18/18, 7/2/18, 9/4/18, and 3/18/19 meetings, as mandated by Section 2.06 of the Open Meeting Act. These executive session minutes will remain confidential until the need for confidentiality no longer exists and are approved for release by the City Council.

COUNCIL ACTION: Consideration of Approval only of Executive Session minutes to include the dates of 4/16/18, 5/30/18, 6/4/18, 6/18/18, 7/2/18, 9/4/18, and 3/18/19.

**3. Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions**

BOARD, COMMISSION OR COMMITTEE	NAME OF MEMBER(S)
Senior Resources Commission	Steve Potsic (Lake Bluff)

A copy of the Resolution can be found on **page 39**.

COUNCIL ACTION: Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions.

**4. Approval of North Suburban Special Recreation Association (NSSRA) Resolution authorizing the Acquisition of Certain Property**

STAFF CONTACT: *Sally Swarthout, Director- Parks, Recreation, Forestry (847-810-3942)*

**PURPOSE AND ACTION REQUESTED:** The Parks and Recreation Board requests the approval of NSSRA Resolution authorizing the Acquisition of Certain Property.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Park and Recreation Board	03/19/19	Approval granted
NSSRA Board	03/07/19	Approval granted

**BUDGET/FISCAL IMPACT:** N/A

COUNCIL ACTION: Approval of NSSRA Resolution authorizing the Acquisition of Certain Property

**5. Approval of Wright Benefit Strategies Benefit Consulting Services for Fiscal Year 2020**

STAFF CONTACT: *DeSha Kalmar, Director of Human Resources (847-810-3530)*

**PURPOSE AND ACTION REQUESTED:** The Personnel Compensation Administration (PCA) Committee is seeking City Council approval of benefit consulting services by Wright Benefit Strategies.

**BACKGROUND/DISCUSSION:** Since 2004, the City has contracted with Wright Benefit Strategies to provide consulting and support services for the City's medical, dental, and life insurance, including providing guidance to our Employee Benefit and Wellness Committees. Wright Benefit Strategies also consults with the City on special projects in the areas of liability insurance, pension actuarial items and Federal and State legislation issues involving employee benefits. This item reflects the Wright Benefit Strategies contract for FY20, including special projects. This year, the contract reflects a \$900 increase, the first increase since FY2014.

Beginning on **page 40** of your packet is a detailed scope of service.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
PCA Committee individual review	4/4/19	Reviewed and recommended for City Council approval.

**BUDGET/FISCAL IMPACT:** The total cost for the recommended services is \$30,900, the first increase since FY2014. All but the \$900 increase are included in the FY20 budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
61086024353510 Self-ins Fund Contractual Svc.	\$30,000	\$30,900	Y

COUNCIL ACTION: Approval of Fiscal Year 2020 Benefit Consulting Services by Wright Benefit Strategies in the amount of \$30,900

**6. Approval of a Resolution Reallocating 2019 Volume Cap to the Village of Buffalo Grove, Illinois**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of a resolution reallocating the City's 2019 private activity bond volume cap to the Village of Buffalo Grove, Illinois for the private activity bond clearinghouse (PABC) pool.

**BACKGROUND/DISCUSSION:** The Federal Tax Reform Act of 1986 imposes a limit on the aggregate amount of "tax exempt private activity" bonds (also known as volume cap) that can be issued by a State. Pursuant to these federal regulations, the State of Illinois has developed a formula by which the State ceiling is allocated among governmental units in the State having authority to issue such bonds.

The Illinois Private Activity Bond Allocation Act provides that a home rule unit of government is allocated an amount equal to \$105 multiplied by its estimated population, which for Lake Forest in calendar year 2019 is \$2,059,260 (19,612 x \$105). By May 1, 2019, the City must take action to grant, reserve or transfer its allocation, or the amount is reserved by the Governor's Office for a pool. The City may transfer its allocation to any other home rule unit of government, the State of Illinois or any agency of the State.

This year, the City has received one request (**page 44**) to transfer its volume cap, as follows:

Organization	Proposed Use	Amount of Transfer Fee
Village of Buffalo Grove (Lake County Partners)	Private Activity Bond Clearinghouse	0.5% or \$10,296.30*

\* Paid upon issuance of bonds utilizing the allocated volume cap

Home rule units are not prohibited from charging a fee for transferring their cap. In prior years when economic conditions were more favorable, home rule units were able to induce developers to pay a higher transfer fee than that offered by Lake County Partners. In recent years, however, fewer developers have sought the volume cap due to low interest rates and declines in development activity.

Because the volume cap amount for most municipalities is too small to assist with eligible projects, Lake County Partners created the Clearinghouse in 2000 as a way for Lake County communities to pool their cap and make best use of the allocation locally. Lake County Partners reports that in the past several years, they have seen little activity in the private activity bond market. Since its inception, the clearinghouse has funded nearly \$200 million in local projects, including the construction of 360,000 square feet of new manufacturing space, creation of 648 new manufacturing jobs, renovation of 1,600 multi-family dwelling units, purchase of an estimated 251 homes by "first-time homebuyers", expansion of a Montessori School, and construction of a new solid waste disposal "cell".

This is the 14<sup>th</sup> year under home rule status that the City has been allocated volume cap. The City has transferred its volume cap to Buffalo Grove for the past twelve (12) years. To date, fee income of \$8,574.78 has been received.

**BUDGET/FISCAL IMPACT:** Upon issuance of bonds utilizing the City’s volume cap, a transfer fee payment of .5% would be due to the City. Should the entire 2019 allocation be utilized by the pool, the City would receive \$10,296.30.

**COUNCIL ACTION:** Approval of a Resolution (**page 45**) Reallocating 2019 Volume Cap to the Village of Buffalo Grove, Illinois.

**7. Authorization for the City Manager to enter into an Agreement with William Schelhas Media Services, LLC In an Amount not to exceed \$29,250 for Professional Services Related to the Operation of the City’s Public, Educational and Government Access Cable Television Services.**

STAFF CONTACT: *Mike Strong, Assistant to the City Manager (847-810-3680)*

**PURPOSE AND ACTION REQUESTED:** City staff is requesting that the City Council authorize the City Manager to enter into an agreement (“Agreement”) with William Schelhas Media Services, LLC (“Contractor”) in an amount not to exceed \$29,250 to provide public, educational and governmental (“PEG”) cable access television support services. The agreement is for a term of one-year, and serves as a renewal for the existing agreement with the Contractor.

**BACKGROUND/DISCUSSION:** Pursuant to a Franchise Agreement with Comcast of Illinois, the City is provided a public, educational and governmental (“PEG”) cable access channel. The City has utilized this channel to broadcast public meetings, and rebroadcast public-access media, special events, and other educational and governmental programming.

Two years ago, the City underwent a restructuring of Lake Forest Television (“LFTV”), the department that operates the City’s PEG channel, which resulted in the elimination of two (2) full-time equivalent positions. Following, the City engaged a part-time independent contractor to support the ongoing maintenance of the City’s PEG cable channel, and provide video broadcast services for the City Council and Plan Commission meetings.

The proposed Agreement requires that the Contractor continue to both support the PEG channel, as well as, broadcast and record these public meetings. The budgeted amount allocated for FY2020 includes capacity for these services, as well as, general office administrative support hours for video editing, and miscellaneous projects to support LFTV operations.

A copy of the rate card, along with the agreement, can be found beginning on **page 47**.

**BUDGET/FISCAL IMPACT:** Staff is requesting budget authorization in an amount not to exceed \$29,250 based on a conservative estimate of work hours needed for FY2020.

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
OCM – Cable-TV Contractual Services	\$29,250	\$29,250	Y

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

If no, indicate the specific waiver requested: Administrative Directive 3-5, Section 9.0K – Existing Relationship

COUNCIL ACTION: Authorization for the City Manager to enter into an Agreement with William Schelhas Media Services, LLC In an amount not to exceed \$29,250 for professional services related to the operation of the City's Public, Educational and Government Access Cable Television Services.

- 8. Approval of the Public Works Committee Recommendation to Award a Bid for the Lowest Responsive and Responsible Bidder for the Old Elm Storm Sewer and Forest Hill Water Main Project, to Bolder Contractors in the Amount of \$1,548,140. In Addition, a 10% Contingency is Requested for Any Unforeseen Construction Issues that May Arise During the Project.**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff recommend City Council award a bid for the Old Elm storm sewer and Forest Hill water main project to Bolder Construction in the amount of \$1,548,140. In addition, a 10% contingency is requested for any unforeseen constructions issues that may arise during the project.

**BACKGROUND/DISCUSSION:** In November, 2014, Baxter & Woodman performed a comprehensive storm water drainage study for The City of Lake Forest. Computer models of the drainage system were used to identify problem areas and deficient storm sewers. The report identified thirteen locations to address needed storm sewer improvements.

The highest priority project was constructed during the summer of 2017. The next project, Old Elm & Timber, identified that the existing storm sewer needs to be enlarged to meet the minimum requirements of the Lake County Watershed Development Ordinance in order to handle a 10-year storm event. The modeling for this study area showed the existing sewer having a capacity for a 5-year event. By enlarging the storm sewer along Old Elm, the depth of flooding on Forest Hill Road west of Timber Lane will be reduced.

In addition, Forest Hill has had multiple water main breaks over the past five years. Staff has planned to replace Forest Hill's water main and as such, the project has been listed in the annual capital project plan. It has been staff's intention to combine these two projects to minimize the disruption to surrounding residents and to maximize efficiencies by having one contractor install both pipes at the same time.

If approved by City Council, the project would commence on or about June 10 and be completed by the end of August. If approved by City Council this evening, a letter will be sent to the residents within the project limits notifying them of what the project entails, what they can expect, and who to contact if they have any questions or concerns. The City's website, under "Construction Updates", will also provide weekly details on the construction schedule.

**BUDGET/FISCAL IMPACT:** Bids for the Old Elm storm sewer and Forest Hill water main were received on April 4, 2019. The City received a total of seven bids.

The following is a summary of the bids received:

BIDDER	BID AMOUNT
Copenhaver Construction	\$1,497,187
<b>Bolder Contractors</b>	<b>\$1,548,140</b>
A Lamp Concrete Contractors, Inc.	\$1,564,376
DiMeo Contractors	\$1,644,739
Acqua Contractors	\$1,800,000
Campanella & Sons, Inc.	\$2,091,376
Joel Kennedy Constructing Corp	\$2,093,330
Berger Excavating Contractors, Inc.	\$2,134,100

The low bidder, Copenhaver Construction, submitted references per the bid documents. References were checked and yielded results not meeting the City of Lake Forest standards.

Staff is therefore recommending the contract be awarded to the lowest responsive and responsible bidder, Bolder Contractors. Bolder Contractors references were found to be favorable by the City's engineering staff. Bolder Contractors has completed many projects this size and larger with many of the surrounding municipalities. Each of the municipalities found Bolder Contractors to be reliable, completed the projects on time, and without constant oversight by engineering staff.

Like all other underground or large capital projects, staff is requesting a 10% contingency be approved for any unforeseen circumstance that may arise during construction. If the contingency is not needed, the funds will return to the capital fund.

Below is an estimated summary of project budget. Please note the amount requested *includes* a 10% contingency:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund (storm sewer)	\$920,000	\$920,000	Y
Reserves (storm sewer)**	\$0	\$351,889	N
Water Fund (water main)	\$490,000	\$431,065	Y

\*\* The bid exceeds the FY20 budget allocation for the project, and any amount over \$920,000 will be funded from Capital Fund reserves. If needed, a supplemental appropriation will be submitted for City Council approval in April 2020.

**COUNCIL ACTION:** Approval of the Public Works Committee Recommendation to Award a Bid for the Lowest Responsive and Responsible Bidder for the Old Elm Storm Sewer and Forest Hill Water Main Project, to Bolder Contractors in the Amount of \$1,548,140. In Addition, a 10%

Contingency is Requested for Any Unforeseen Construction Issues that May Arise During the Project.

**9. Approval to Extend the 2018 Sanitary Sewer Inflow/Infiltration Testing Program Bid Pricing to RJN Group in the Amount Not-To-Exceed \$70,323**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff are recommending City Council approve an extension of the 2018 bid’s unit pricing for this year’s inflow and infiltration smoke testing program to RJN Group in an amount not-to-exceed \$70,323.

**BACKGROUND/DISCUSSION:** In recent years, the City has had portions of the sanitary sewer system become overwhelmed with storm water and cause backups into residents’ properties. The focus of this project will be to test portions of the City’s sanitary sewer system to look for instances of inflow and/or infiltration. Inflow is when storm water is being directed into the sanitary sewer system; infiltration is when ground water leaks into the sanitary mains through faults in the pipe or manholes.

If testing shows inflow from private property into the City’s sanitary sewer, the City will require residents disconnect the illegal connection. If infiltration is shown, the City will line such sanitary sewers and make any necessary repairs.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	4/4/19	Reviewed & Recommended City Council Approve Bid Extension
City Council	5/7/18	Awarded Bid to RJN Group
Finance Committee	3/5/18	Staff Reviewed Project Details with Finance Committee
Finance Committee	11/13/17	Item Included in Proposed FY '19 C.I.P.

**BUDGET/FISCAL IMPACT:** Bids for the Sanitary Sewer Inflow/Infiltration Testing Project were received on April 12, 2018. A total of two firms submitted bids for the project.

The following is a summary of the bids received:

Company Name	Dollar Amount Bid
<b>RJN Group</b>	<b>\$88,982.70</b>
Sewer Assessment Services, LLC	\$90,686.80

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

RJN Group has agreed to utilize the 2018 pricing for the 2019 project. RJN Group is a well-respected consultant in the sewer inflow and infiltration testing field and has done this work for a number of municipalities in the Chicago area. They have completed many smoke testing programs for Lake Forest over the past twenty years.

Data from last summer's smoke testing is currently being evaluated by City staff. Once a process to move forward with both public and private repairs is created, it will be reviewed with the Public Works Committee. Staff anticipates this to occur by late summer / early fall, 2019.

This summer, smoke testing will occur in the following areas: Within the Old Elm / Forest Hill storm sewer and water main project area, Westminster from Green Bay Road to Oakwood Avenue, and a small area near the Spruce & Sheridan sanitary sewer lift station. City staff is seeking City Council's approval this evening to ensure Lake Forest can be on RJN's schedule to complete the work in the Old Elm / Forest Hill area before the upcoming project is completed.

If awarded, field work on this project is expected to begin in June and be completed by the end of August. Property owners living near the testing areas will be notified in advance of the smoke testing. The City's engineering staff will provide daily oversight of the testing.

Below is an estimated summary of Project budget:

Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
FY 2019 Capital Fund	\$162,000	\$64,713	Y
FY 2020 Water Fund (Smoke Testing Capital Line Item)	\$50,000	\$5,610	Y

**COUNCIL ACTION:** Approval to Extend the 2018 Sanitary Sewer Inflow/Infiltration Testing Program Bid Pricing to RJN Group in the Amount Not-To-Exceed \$70,323.

**10. Award of Bid to Hoerr Construction for the Annual Sewer Lining Program in the Amount of \$250,000**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff are recommending City Council award a bid to Hoerr Construction for the annual sewer lining program in the amount of \$250,000. The funding request includes both the capital and water funds (storm and sanitary sewers).

**BACKGROUND/DISCUSSION:** The City maintains approximately 139 miles of mainline sanitary sewer and 219 miles of storm sewer throughout the City. The pipe material that was predominantly used in the past to construct the sewers was a clay material. The clay pipes are most susceptible to deterioration from natural elements and root intrusions resulting in broken pipes and leaking joints. With a deteriorated pipe, the functionality of the pipe to carry the flows is compromised thereby creating surcharges and/or backups.

This reconstruction technique is done without the expensive and disruptive excavation process. The process provides for the insertion of a special liner inside the pipe, creating a new smooth-surfaced, long-lasting pipe within the old sewer.

This project was competitively bid in 2018 under the Municipal Partnering Initiative (MPI) with Mundelein and Highland Park. The contract allows for three years of lining; this is the second of the three years.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	4/4/19	Reviewed & Recommended City Council Approval

**BUDGET/FISCAL IMPACT:** The 2019 contract unit prices will increase 1.8% over last year. Hoerr Construction has worked in Lake Forest on previous lining contracts with satisfactory results.

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

Below is a summary of project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund (Storm)	\$100,000	\$100,000	Y
Water Fund (Sanitary)	\$150,000	\$150,000	Y

**COUNCIL ACTION:** Award of Bid to Hoerr Construction for the Annual Sewer Lining Program in the Amount of \$250,000.

**11. Approval of a Resolution to Adopt the Des Plaines River Watershed-Based Plan**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff recommend City Council approval of a resolution to adopt the Des Plaines River Watershed-Based Plan.

**BACKGROUND/DISCUSSION:** The Des Plaines River Watershed Workgroup (DRWW) is a voluntary, dues paying organization with a mission to bring together a diverse coalition of stakeholders to work together to improve water quality in the Des Plaines River and its tributaries in a cost effective manner to meet Illinois EPA requirements.

The Des Plaines River Watershed-Based Plan covers 16% of the Des Plaines River watershed, or approximately 235 square miles. The Des Plaines River (DPR) planning area encompasses portions of central Lake County, Illinois; southern Kenosha County, Wisconsin; and northern

Cook County, Illinois, with portions of 39 municipalities and 15 townships, 240 miles of stream, 17,000 acres of wetland, and 53 named lakes.

The Des Plaines River Watershed-Based Plan is an “umbrella” watershed-based plan because the 235 square-mile planning area includes 10 sub watersheds. Five watershed-based plans have been completed for six sub-watersheds of the DPR planning area in Lake County. This “umbrella” plan updates or completes watershed-based planning for all ten sub-watersheds. This umbrella plan also guides local stakeholders to implement best management practices (BMPs) that provide cost and pollution effective solutions to surface water quality impairments.

Lake County Stormwater Management Commission took the lead to develop a watershed-based plan for the DPR planning area. The purpose of this effort was to develop a plan to reduce the impacts of water pollution and flood damage, restore watershed lakes, streams, and wetlands to a healthy condition, and provide opportunities for watershed stakeholders to have a significant role in the process. This watershed-based plan does not address groundwater quality issues, focusing instead on stormwater and surface water runoff. Funding for this plan was provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act, and the Lake County Stormwater Management Commission.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	4/4/19	Reviewed & Recommended City Council Approved

The Resolution can be found beginning on **page 56** of the City Council agenda packet.

COUNCIL ACTION: Approval of a Resolution to Adopt the Des Plaines River Watershed-Based Plan

**12. Approval of a Three-Year Professional Services Agreement for the City Surveyor and Engineer to GeWalt Hamilton in an Estimated Annual Amount of \$43,000**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee is recommending City Council approve a three-year professional services agreement with GeWalt Hamilton to provide City surveying and engineering services in an estimated annual amount of \$43,000

**BACKGROUND/DISCUSSION:** The City Surveyor and Engineer is needed to fulfill all statutory requirements and assist with plan reviews for watershed development, commercial development, and IEPA / IDOT permits. Recent plan reviews have primarily focused on applications that fall under the regulations of the Watershed Development Ordinance governed by the Lake County Stormwater Management Commission. In addition, the City Engineer spends time reviewing plans for all of the City’s large infrastructure projects to include storm sewers, ravines, water mains, bridges, and the recent bluff collapse. The assigned engineer from GeWalt Hamilton has been extremely responsive and has been able

to participate in a multitude of meetings requested of him. Staff has also been very pleased with the engineer’s quality of work.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	4/4/19	Reviewed and Approved Request to Enter Into a 3-Year Professional Services Agreement
City Council	2/1/16	Approved 3-Year Professional Services Agreement
City Council	4/15/13	Approved 3-Year Professional Services Agreement

**BUDGET/FISCAL IMPACT:** On March 8, 2019 the City published a Request for Qualifications (RFQ hereafter) for City engineering services. The RFQ required engineering firms to submit their qualifications by March 22, 2019. A committee was formed of five staff members who work closely with the City Engineer to review the firms’ qualifications and conduct interviews.

Seven engineering firms obtained the RFQ document; two provided their qualifications. The City’s engineering staff contacted the other engineering firms to inquiry why they had not submitted a response. Reasons provided ranged from the needed services not being in the firm’s expertise, to the firms being too busy. Additionally, some firms felt that their company could earn more revenue by providing design services for various aspects of the City’s infrastructure than being the City’s engineer.

On March 29, 2019 both GeWalt Hamilton and Bleck Engineering were interviewed for the City Engineer and Surveyor services. Based on reliable and quality service that has been provided over the past six years, the staff committee recommended to the Public Works Committee that GeWalt Hamilton should be retained as the City Engineer.

GeWalt Hamilton has proposed a F.Y. 2020 increase of 1.4% to their current rates through April 30, 2021. Beginning in F.Y. 2022 their rates would increase approximately 4.2% but would hold through April 30, 2022. Attached on **page 57** is the draft GeWalt agreement. The agreement has been reviewed and approved by the City’s legal counsel.

As noted in the original interview process, Gewalt Hamilton is the engineer for Lake Forest College. If at any point in the future, Lake Forest College proposes any development, expansion, or infrastructure modifications, such plans would be reviewed by Bleck Engineering as the City’s secondary engineering firm. In addition, Gewalt Hamilton Associates has committed to not performing any engineering services for other private/commercial Lake Forest clients while working as the role of City Surveyor and Engineer.

The City budgets \$43,000 annually for City engineering services as they specifically pertain to City projects or issues requiring input from the City Engineer. Any dollars expensed for permit reviews are reimbursed by the developer or property owner. Not knowing how many new permit requests might be submitted throughout a fiscal year, it is difficult to estimate how much more than the \$43,000 will be spent for permit review services.

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

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0B – Professional Services, RFP qualification based

FY 2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund Operating Budget	\$43,000	\$43,000	Y

**COUNCIL ACTION:** Approval of a Three-Year Professional Services Agreement for the City Surveyor and Engineer to GeWalt Hamilton in an Estimated Annual Amount of \$43,000.

**13. Approval of a Three-Year Commitment to Provide Financial and In-Kind Staffing Support to the Friends of Lake Forest Parks & Recreation Foundation in an Amount not to Exceed \$45,000 Per Year**

STAFF CONTACT: Joe Mobile, Superintendent of Recreation (847-810-3941)

**PURPOSE AND ACTION REQUESTED:** Staff recommends approval of a request from the Friends of Parks and Recreation Foundation for a three year commitment for financial and in-kind staffing support to contribute toward the annual Festival and Fireworks, Fall Festival (formerly known as Oktoberfest), and the City’s Tree Lighting Ceremony.

**BACKGROUND/DISCUSSION:** The Friends of Lake Forest Parks and Recreation Foundation (“Foundation”) hosts fundraising events throughout the year that raise funds to promote the Lake Forest Parks and Recreation Department and the City’s beautiful natural environment.

As a partner to the Foundation, the City of Lake Forest has contributed financial and in-kind support toward their annual events for the past three years, which include the Festival and Fireworks, Fall Festival (formerly known as Oktoberfest) and the annual Tree Lighting event. These events are critical to helping the Foundation forward its mission of helping build parks, expanding recreational activities and pursuits, awarding scholarships to families with financial limitations, and providing a philanthropic vehicle to encourage capital investment in park and recreation facilities.

Included below is a request to renew a three-year financial commitment from the City of Lake Forest to continue its support of the Foundation’s community events, which offer an opportunity for the Lake Forest community to come together, celebrate, create memories, and have fun.

Rick Amos, Board Member with the Foundation, presented the proposal for a three-year financial commitment to City Council during its Budget Workshop on March 11, 2019.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	3/11/19	Discussion and recommendation for approval during City Council Budget Workshop

**BUDGET/FISCAL IMPACT:** The amount of support requested is \$45,000 in cash and \$32,000 in in-kind staff support on an annual basis for a period of three years to support the Foundation’s three largest community based events. These amounts are budgeted in the various departments operating budgets for fiscal year 2020.

Foundation Event	Cash	In-Kind Support
Festival & Fireworks	\$25,000	\$25,000
Fall Festival (previously Oktoberfest)	\$10,000	\$5,000
Tree Lighting	\$10,000	\$2,000
<b>Total Request</b>	<b>\$45,000</b>	<b>\$32,000</b>

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

If no, indicate the specific waiver requested:

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

Below is an estimated summary of Project budget:

FY2020-22 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
OCM – City Council Special Events	\$45,000	\$45,000	Y
Parks, Rec, Police, Fire, Streets Operating budgets	\$32,000	\$32,000	Y

**COUNCIL ACTION:** Approval of a Three-Year Commitment to Provide Financial and In-Kind Staffing Support to the Friends of Lake Forest Parks & Recreation Foundation in an Amount not to Exceed \$45,000 Per Year

**14. Authorization for the City Manager to enter into a Contract with Brandstorm in an amount not to exceed \$24,000 for Professional Services related to the implementation of the Community Marketing Plan Continuation in FY20**

STAFF CONTACT: *Susan Banks, Communications Manager (847-810-3672)*

**PURPOSE AND ACTION REQUESTED:** City staff requests approval of a contract with Phil Gayter and Brandstorm in an amount not to exceed \$24,000 for the continued implementation of the City’s Community Marketing Plan in FY2020. The contract is for a term of one year, and serves as a renewal for the existing contract with the company.

**BACKGROUND/DISCUSSION:** Since the Marketing Plan launched in December of 2016, the Marketing Team, led by Alderman Prue Beidler and with the assistance of Phil Gayter and Brandstorm, has created and developed

- The “Welcome Home” theme and logo
- 6 films
- 20 print ads
- Online Marketing Brochure (a dynamic document)
- Corporate, Retailer, Realtor and Community Education and Advocacy
- A “Community Spirit Movement” launched by the marketing plan
- An online community-wide calendar on the City’s website, available at no cost to all Lake Forest non-profit organizations
- Nearly 300,000 social media reaches (October 2017- present)
- Collaboration with LFHS media students on a Welcome Home promotion geared to millennials
- Development of the Police Department Recruitment Video

The “Welcome Home” campaign officially launched with City Council approval in December of 2016. The original goals set forth in the mission were to promote the City and its assets to attract new residents, young families, students, businesses, visitors, shoppers and diners; and to encourage residents and business owners/employers to advocate for Lake Forest. The Marketing Team, of which Phil Gayter of Brandstorm is an integral part, feels strongly that these goals are well on their way to being met.

“Welcome Home” marketing strategy for 2019-2020 includes updates to and remarketing the LFGo app while partnering with other departments, the Chamber and other local organizations, strong social media push, community event co-sponsorship with other City-sponsored events and community organizations, a Fire Department Recruitment Video, and continuing marketing tools development.

**PROJECT REVIEW/RECOMMENDATIONS**

Reviewed	Date	Comments
City Council	5/7/18	Contract approved for FY2019
City Council	5/1/17	Contract approved for FY2018
City Council	10/3/16	Contract approved for FY2016-17

**BUDGET/FISCAL IMPACT:** On April 11, 2018, Staff received the following quote from Brandstorm:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
City Council Communications/Marketing 101-1101-411-54-21	\$35,000	\$24,000	Y

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

Administrative Directive 3-5, Section 9.0B – Professional Services, RFP qualification based and Administrative Directive 3-5, Section 9.0K – Existing Relationship.

Brandstorm’s proposal for FY2020 is on **page 69** of your packet.

COUNCIL ACTION: Authorization for the City Manager to enter into a Contract with Brandstorm in an amount not to exceed \$24,000 for Professional Services related to the implementation of the Community Marketing Plan Continuation in FY20.

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

**6. ORDINANCES**

**7. NEW BUSINESS**

**8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS**

**9. ADJOURNMENT**

A copy of the Decision Making Parameters can be found beginning on **page 24** of this packet.

Office of the City Manager

April 10, 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: **Mark**  
 Last Name: **Dewart**  
 E-mail: **myata5@yahoo.com**  
 Title: **Engineering Development Manager (Retired)**  
 Organization:  
 Address: **454 Park Lane**  
 Address Line 2:  
 City: **Lake Bluff**  
 State: **Illinois**  
 Zip: **60044**  
 Mobile Phone:  
 Home Phone:  
 Notes:

Resident Data/Stats

Ward: **Ward 1**  
 Precinct: **240**  
 US Citizen: **Yes**  
 Registered Voter: **Yes**  
 Lake Forest Resident since(YYYY): **Lake Bluff resident since 1982. (Lake Forest resident 1980-1982)**  
 Business Name:  
 Type of Business:  
 Business Phone:  
 Position:  
 Date of Birth (Optional):  
 Education: **AB. Wabash College. Biology, Chemistry  
 MA. Vanderbilt University. Biology  
 MS. Purdue University. Industrial Administration (MBA)**  
 Spouse's Name: **Sharon**  
 Children's Birth Years: **1984; 1987; 1990**

Interest in Community Positions

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

Other Considerations

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

**None.**

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:

- **Lake Bluff Village Trustee. Chair of Finance Committee. (Term expires April 2019.)**
- **Chair of Lake Bluff's 125th birthday celebration in 2020. (Current)**
- **Board member Lake Bluff History Museum. (Current)**
- **Board member and past-president of Lake Forest-Lake Bluff Rotary Club. (Current)**
- **Past president of the Lake Bluff Community Development Association. An advocacy group, notably for senior housing in Lake Bluff.**
- **Past chairman of the Gorton Community Center.**
- **Past president and board member of the Wabash College Alumni Association.**
- **Past president of the of Grace United Methodist Church, Lake Bluff.**

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:

**Group Leadership; Consultative Skills, Budgeting.**

References (Optional):

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

**I wish to serve and support the seniors and senior programming in the Lake Bluff and Lake Forest communities.**

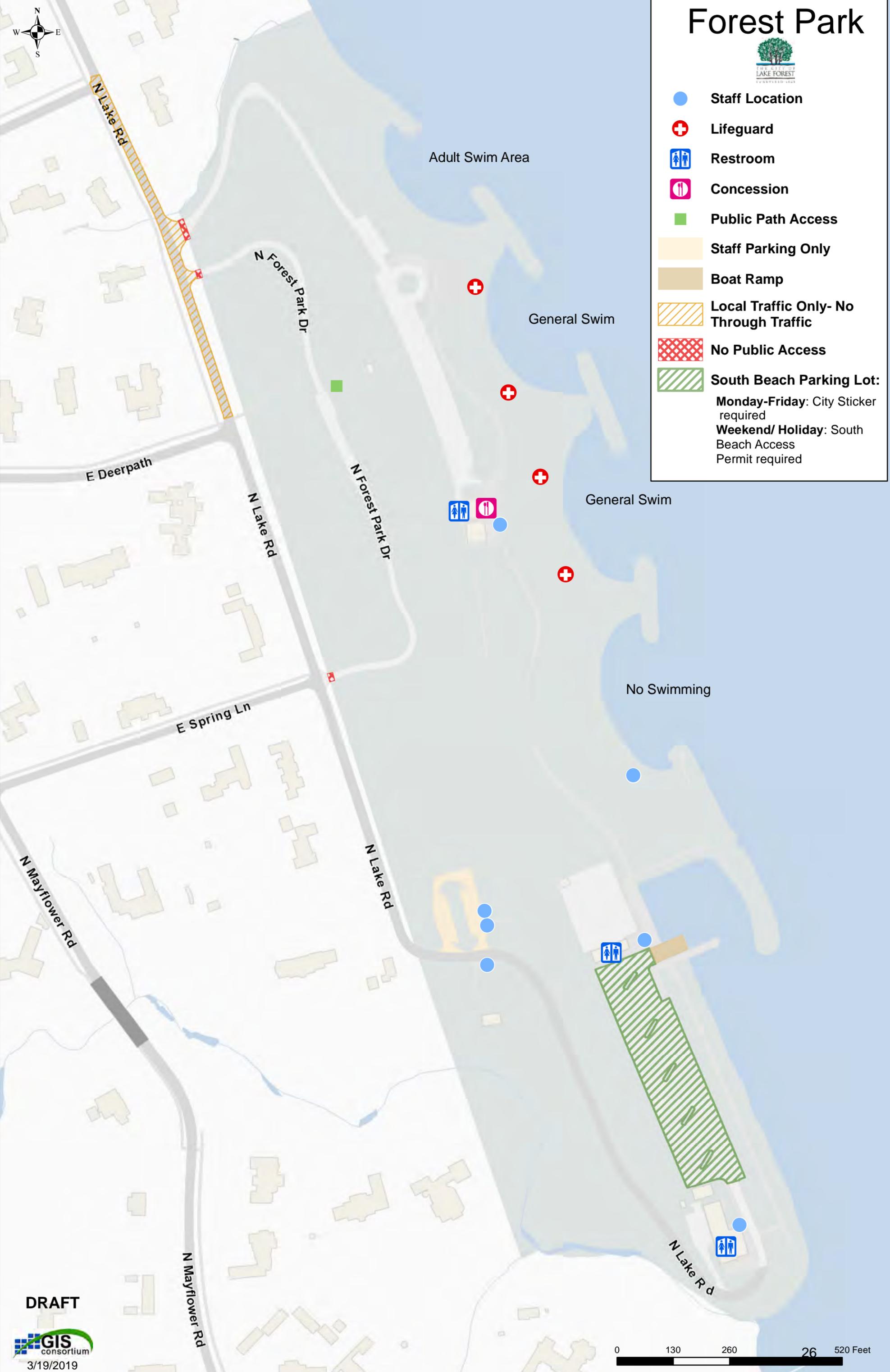
Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee:

**None**

# Forest Park



- Staff Location
- ⊕ Lifeguard
- ♿ Restroom
- 🍷 Concession
- Public Path Access
- Staff Parking Only
- Boat Ramp
- ▨ Local Traffic Only- No Through Traffic
- ▨ No Public Access
- ▨ South Beach Parking Lot:  
Monday-Friday: City Sticker required  
Weekend/ Holiday: South Beach Access Permit required



DRAFT



3/19/2019

0 130 260 26 520 Feet

**The City of Lake Forest  
FY2020 Vendor Approvals - April 15, 2019**

**DRAFT for consideration by City Council on 4/15/19**

**Section 38.37 of Lake Forest City Code:** Vendors or other providers delivering services on an unspecified but ongoing basis in annual amounts anticipated to be more than \$20,000, such contracts or similar authorizations shall be presented to the City Council for consideration as part of the review and approval of the City's annual budget. Individual purchases of \$20,000 or greater still require specific City Council approval.

<u>Department</u>	<u>Vendor</u>	<u>Approved FY2016</u>	<u>Approved FY2017</u>	<u>Approved FY2018</u>	<u>Approved FY2019</u>	<u>Proposed FY2020</u>	<u>Description:</u>
City Manager	Susan Kelsey	50,000	50,000				Professional Services - economic development
Human Resources	Wright Benefit Strategies, Inc.	30,000					Professional Services - employee benefits
Human Resources	Clark Baird Smith	50,000	50,000	50,000	50,000	70,000	Professional Services - legal
Police	Smith & LaLuzerne	50,000	50,000	50,000	50,000	50,000	Professional Services - City Prosecutor
Finance-IT	ClientFirst Consulting	90,000	65,000				Professional Services - IT Consulting
Finance-IT	Speer Financial	25,000	35,000	35,000	35,000	35,000	Financial Advisory Services
City Manager	Municipal GIS Partners, Inc.	190,379	198,616	198,816	180,000		Professional Services - GIS Consortium
City Manager	Whipple Consulting	36,000	20,000	20,000			Professional Services - public relations
PW-Engineering	Gewalt-Hamilton Assoc	40,000	160,000	235,000			Professional Services - engineering consulting
City Manager	Filippini Law Firm	340,000	290,000	290,000	100,000		Professional Services - legal
City Manager	Lake County Press	25,000	26,000		35,000		Printing services
Non-Department	North Shore Gas Company	45,000	45,000	45,000	45,000	45,000	Utility Services
Non-Department	ComEd	75,000	75,000	75,000	75,000	75,000	Utility Services
PW-Fleet	Bell Fuels Inc.			50,000			Fuel supplier
Non-Department	AT&T	55,000	55,000	55,000	55,000	55,000	Utility Services
Human Resources	IL Dept of Employment Security	60,000	75,000	75,000	75,000	75,000	Unemployment insurance
Human Resources	AFLAC					100,000	Supplemental insurance/employee pays 100%
Human Resources	Benistar					125,000	Supplemental insurance/retiree pays 100%
Non-Department	Constellation Energy Services	425,000	380,000	380,000	380,000	380,000	Utility Services
PW-Engineering	Ayres Associates, Inc.	42,883	53,737	60,000	45,000		GIS Data Provider
Human Resources	IRMA	1,300,000	1,200,000	1,200,000	1,250,000	1,250,000	Member Contribution and Deductibles
Human Resources	Morrison Associates				21,000	15,000	Employee Development/Training
Parks/Recreation	NSSRA	245,000	249,633	262,728	275,000	275,000	Membership and inclusion services
Parks/Recreation	Richard Franklin	210,000					Independent contractor - golf instruction
PW-Fleet	Al Warren Oil Company, Inc	250,000					Fuel supplier
PW-Fleet	Gas Depot, Inc	150,000	200,000	100,000			Fuel supplier
Finance-IT	Call One		60,000				Telecommunication Services
Parks/Public Wks	Mariani Landscape		60,000				Grounds Maintenance/Snow Removal
Parks/Recreation	Friends of LF Parks and Rec			35,000	35,000		Special Event Contributions
Cemetery	William Blair & Company			40,000	30,000	30,000	Cemetery investment services
Finance-IT	Chapman and Cutler			20,000	20,000	20,000	Bond Counsel Services
Public Works	A&A Sprinkler Company				30,000	30,000	Fire sprinkler inspections and repairs
Public Works	Alarm Security Inc					30,000	Security Alarm/Camera Systems
Public Works	All Crane and Hoist, LLC				40,000	40,000	Crane and hoist inspections and repairs
Public Works	American Backflow Prevention				25,000	25,000	Backflow preventer inspections and repairs
Fire	Andres Medical Billing				30,000	30,000	Ambulance billing services
Public Works	Bleck Engineering				50,000		Engineering design

**The City of Lake Forest**  
**FY2020 Vendor Approvals - April 15, 2019**

**DRAFT for consideration by City Council on 4/15/19**

**Section 38.37 of Lake Forest City Code:** Vendors or other providers delivering services on an unspecified but ongoing basis in annual amounts anticipated to be more than \$20,000, such contracts or similar authorizations shall be presented to the City Council for consideration as part of the review and approval of the City's annual budget. Individual purchases of \$20,000 or greater still require specific City Council approval.

<u>Department</u>	<u>Vendor</u>	<u>Approved FY2016</u>	<u>Approved FY2017</u>	<u>Approved FY2018</u>	<u>Approved FY2019</u>	<u>Proposed FY2020</u>	<u>Description:</u>
Finance-IT	Comcast of Chicago				24,000	24,000	Internet and television services
Parks/Recreation	Craig Bergmann Landscape Design				60,000	15,000	Landscape design services
Parks/Recreation	Elawa Farm Foundation				50,000		Wildlife Discovery Center rent
Public Works	Enspect, Inc				30,000	30,000	Structural engineer consultant
Public Works	First Point Mechanical Service				40,000	40,000	HVAC Maintenance/Repairs
Public Works	Flolo Corporation				30,000		Water plant control system - Sole Vendor
Human Resources	Health Endeavors				20,000	25,000	Professional medical services
Finance-IT	Heartland					40,000	ArcService and VMWare maint; IT consulting
Public Works	Henry Frerk Sons Inc				25,000	25,000	Historical mortar matching, testing & supply
Public Works	Illinois Dept of Transportation				20,000	20,000	State road and light repairs - Sole Vendor
Public Works	Illinois Roof Consulting Assoc				25,000	25,000	Roof inspections
Parks/Recreation	Lake Forest Landmark Development					35,000	Architectural Planning Services
Public Works	Lakeland HVAC Automation				40,000	40,000	HVAC Maintenance/Repairs
Police	Linda Porter				21,000	25,000	Licensed clinical professional counselor
Parks/Recreation	Lohman Golf Designs				20,000	20,000	Golf consulting services
Public Works	Lyons Electric Company				25,000	25,000	Street Stop Light Repairs-IDOT Contractor
Public Works	Martin Petersen Co Inc				40,000		HVAC Maintenance/Repairs
Human Resources	Mass Medical (Lake Forest Acute Care)				25,000	25,500	Medical professional services
Police	MSI				35,000	35,000	Municipal Adjudication System
Public Works	Northern Divers USA, Inc				50,000		Welding and diving services
Police	Quicket Solutions				30,000	30,000	Cloud based ticketing/records management
Public Works	Strand Associates, Inc				30,000		Consulting engineer/water plant design
Public Works	TEC Electric Inc				40,000	40,000	Electrical and fire alarm installation
Public Works	Thyssenkrupp Elevator Corp				25,000		Elevator inspections and repairs
Finance-IT	InfoSend					15,000	Utility Bill Print Services/RFP conducted FY19
Finance-IT	Foster & Foster					12,900	Public Safety Actuarial Services/ RFP in FY16
Parks/Recreation	Manfredini Landscaping Design					20,000	Elawa Farm maintenance/donor reimbursed
Submitted for City Council consideration: April 15, 2019						3,322,400	

**City of Lake Forest, Illinois**  
**Pension Funding Policy**  
**DRAFT Revisions – 4/15/19 Finance Committee**

**I. Introduction**

The purpose of this policy statement is to define the manner in which the City of Lake Forest, Illinois funds the long-term costs of benefits promised to plan participants and defines the calculation of Lake Forest’s “annual required contribution” (ARC) to its pension funds.

**II. Background and Scope**

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefiting employees.

This Pension Funding Policy applies to the pension funds in which employees of the City of Lake Forest are enrolled. The specific funds covered by this policy include:

- Lake Forest Fire Pension Fund
- Lake Forest Police Pension Fund
- Illinois Municipal Retirement Fund (IMRF)

**III. Objectives**

- a. **Actuarially Determined Contributions** - Ensure pension funding plans are based on actuarially determined annual required contributions (ARC) that incorporate both the cost of current benefits and the amortization of the plan’s unfunded actuarial accrued liability.
- b. **Funding Discipline** – A commitment to make timely contributions to the pension funds to ensure that sufficient assets will be available to pay benefits as promised.
- c. **Intergenerational Equity** – Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is borne by the generation of taxpayers who receive services from those employees.
- d. **Contributions as a Stable Percentage of Payroll** – Manage contributions so that employer costs remain consistent as a percentage of payroll over time.
- e. **Accountability and Transparency** – Clear reporting of pension funding to include an assessment of how and when the City will ensure sufficient assets will be available to pay benefits as promised.

#### IV. Ethics and Conflicts of Interest

Officers and employees involved in the pension funding process shall refrain from personal business activity that could potentially conflict (or appear to conflict) with the proper execution and management of the pension funding program or that could impair their ability to make impartial decisions.

#### V. Annual Required Contribution

The City of Lake Forest will determine its Annual Required Contribution (ARC) using the following principles:

- The ARC will be calculated by an enrolled actuary.
- The ARC will include the normal cost for current service and amortization to account for any under or over-funded amount.
- Police and Fire Pension Funds:
  - The normal cost will be calculated for the police and fire pension funds using the entry age normal level of percentage of payroll actuarial cost method using the following assumptions:
    - Investment rate of assumption – 7.0% per year
    - Salary increase assumption – Graded schedule based on service
    - Payroll growth rate assumption – 2.00% per year
    - Non-economic assumptions such as rates of separation, disability, retirement, and mortality shall be determined by City management in consultation with the actuary to reflect current experience.
  - The difference between the accrued liability and actuarial value of assets will be amortized to achieve ~~100%~~90% funding in 2040 based upon a level percentage of payroll.
    - It is the City's intent to phase in a 15-year open amortization period when the actuarially determined contribution using a 15-year open amortization period is equal to or less than the contribution using current assumptions.
  - Actuarial assets will be determined using a five-year average market valuation.
  - It is anticipated that the contribution under this policy will exceed the statutory minimum contribution requirement. However, should the statutory minimum contribution requirement in any year exceed the requirement under this policy, the City shall contribute the statutory minimum contribution.
- Illinois Municipal Retirement Fund:
  - The normal cost calculation, actuarial assumptions, amortization period and valuation of actuarial assets shall be determined by IMRF.

The City will make its actuarially determined contribution to the Police and Fire pension funds as property tax and public safety pension fee collections are received. Contributions will be made to IMRF on a monthly basis.

#### VI. Reporting

Funding of the Lake Forest pension funds shall be transparent to vested parties including plan participants, annuitants, pension board trustees, the City Council and Lake Forest residents. To achieve transparency, the following data shall be distributed:

- A copy of the annual actuarial valuation shall be made available to the City Council and applicable Board of Trustees.
- The City's annual budget shall include the City's contribution to the City pension funds.
- The City's Comprehensive Annual Financial Report (CAFR) shall be published on its web site. In this report, the City will make all required disclosures in accordance with Governmental Accounting Standards Board (GASB) guidelines.

#### VII. Future Amendments

Funding a defined benefit pension plan requires a long-term horizon. Assumptions and inputs into the policy should focus on long-term trends, not year-to-year shifts in the economic or non-economic environment. The City will review this policy at least every three years to determine if changes to this policy are needed to ensure adequate resources are being accumulated. The City reserves the right to make changes to this policy at any time if it is deemed appropriate.

#### VIII. Effective Date

This policy shall be effective immediately upon approval by the City Council.

Approved 8/3/15

Revised 4/16/18

**THE CITY OF LAKE FOREST, ILLINOIS**

**RESOLUTION NO. 2019-\_\_\_**

**RESOLUTION IN SUPPORT OF SENATE BILL 1111 AND HOUSE BILL 1571**

**WHEREAS**, Illinois Compiled Statutes, Article 3 and 4, set forth the eligibility, benefits and funding requirements for more than 650 individual police and firefighter pension funds in the State of Illinois; and

**WHEREAS**, each local pension fund consists of a five-member board, resulting in nearly 3,300 pension fund trustees statewide making decisions concerning benefit awards, disability determinations and investment decisions; and

**WHEREAS**, the Illinois Municipal Retirement Fund (IMRF) is the second largest and best funded pension system in the State of Illinois, providing pension benefits to non-uniformed local government employees, and is governed by a board consisting of eight elected members; and

**WHEREAS**, consolidated pension funds such as IMRF employ professional staff, streamline administrative costs and maximize investment returns, and

**WHEREAS**, the City of Lake Forest, Lake County, Illinois recognizes its legal and financial obligations to meet the funding requirements of its pension obligations for all eligible City employees, but seeks to do so in a fiscally sustainable manner that ensures intergenerational equity in funding pension obligations; and

**WHEREAS**, the Illinois General Assembly has consistently demonstrated an inability to recognize the negative impacts on local governments when it approves pension benefit enhancements and revises funding requirements which result in deferring police and fire pension obligations to future generations and substantially increasing the overall cost of these obligations; and

**WHEREAS**, the Illinois Municipal League (IML) has submitted multiple public safety pension fund reform and consolidation proposals to the members of the 101<sup>st</sup> General Assembly for its consideration; and

**WHEREAS**, the City of Lake Forest is concerned that some of the proposals submitted will serve only to exacerbate the current pension funding crisis; and

**WHEREAS**, the City asserts that Senate Bill 1111 and House Bill 1571 would result in a positive first step to public safety pension fund consolidation, reducing costs and improving investment returns, but allow local pension boards to retain authority related to pension awards and disability determinations;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, ILLINOIS** that the Council hereby expresses its support for passage of Senate Bill 1111 and House Bill 1571; and

**BE IT FURTHER RESOLVED** that this Resolution be appropriately inscribed and conveyed to the Illinois Municipal League, the Northwest Municipal Conference, and all members of the 101<sup>st</sup> General Assembly, with a copy to be included in the official minutes of the April 15, 2019 meeting of the Lake Forest City Council.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

AYES            ( )  
NAYS            ( )  
ABSENT        ( )

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

The City of Lake Forest  
CITY COUNCIL  
**Proceedings of the Monday, April 1, 2019**  
City Council Meeting - City Council Chambers

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

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

Absent: None

\*\*\*Please note the order of items was changed and were presented as follows \*\*\*

Comments by Mayor

Omnibus

Opportunity for Public Comment

New Business Item #2

City Manager Report

New Business Item # 1

Additional Items for Council Discussion/Comments by Council Members

The minutes are in presented in the format of the agenda.

**CALL TO ORDER AND ROLL CALL**

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

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Lansing passed along the Councils condolences to the family of the recent auto accident on Rt. 41 and commended Lake Forest Public Safety for a job well done. He offered prayers to all involved. He also urged all voters to exercise their right and vote on Tuesday, April 2, 2019.

**A. Arbor Day Proclamation**

Mayor Lansing read the Proclamation proclaiming April 26, 2019, as Lake Forests' 39<sup>th</sup> Arbor Day.

**COMMENTS BY CITY MANAGER**

**A. Annual Emerging Artists Awards**  
**-Jillian Chapman, Creative Director, Deer Path Art League**

City Manager Jason Wicha introduced Jillian Chapman, Creative Director of the Deer Path Art League. Ms. Chapman read the award winners, Mayor Lansing presented the awards and photos were taken.

**COMMITTEE REPORTS**

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

**ITEMS FOR OMNIBUS VOTE CONSIDERATION**

1. **Approval of the March 18, 2019 City Council Meeting Minutes**
2. **Approval of the Check Register for the Period of February 23 through March 22, 2019**
3. **Award of Bid in the Amount of \$84,000 with a 5% or \$4,200 Contingency to ATP Enterprise Group, Inc. for the Lake Forest Recreation Center Front Entrance Replacement Project**
4. **Award of a Bid in the Amount of \$84,500 to Best Buy Carpet for the Lake Forest City Hall Carpet Replacement Project**
5. **Authorization for additional funds for repainting, lettering, safety upgrades, and repairs of used fire apparatus**
6. **Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)**
7. **Consideration of Recommendations from the Plan Commission and Building Review Board in Support of the Second Phase of the McKinley Road Redevelopment. (Approval of the Plat by Motion *and* First Reading and if Desired by the City Council, Final Approval of an Ordinance Approving the Architectural Design)**

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

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. The City Council was briefed on item #7, and Mayor Lansing asked for a motion to approve the seven (7) Omnibus items as presented.

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

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

**ORDINANCES**

**NEW BUSINESS**

1. **Consideration of Recommendations from the Plan Commission Relating to a Portion of the Amberley Woods Site and the Overall Route 60 Corridor. (Approval by Motion)**

Catherine Czerniak, Director of Community Development, reported that this recommendation came from the Plan Commission. The Plan Commission recommended to deny the petition based on inconsistencies with current approvals. The recommendation will send a clear message to petitioner that consideration of

change of use is the first step. The Commission also recommended to advance review and study of Route 60 Corridor as the next Phase of the Comprehensive Plan Update. The petitioner agreed with the Plan Commission's recommendation. Ms. Czerniak gave an overview of the topics to be studied that include: Review Current Uses/Development, Identify Opportunities/Challenges, Consider How to Best Enhance Existing Uses – Appropriate Transitions, Identify Gaps – What is Missing, Identify Changes to be Considered, Explore Alternative Uses – Costs/Benefits/Community Value, in addition, consider area wide: Stormwater Management, Vehicular Circulation, Emergency Access, Pedestrian/Bicycle Connections, Streetscape Character/Entrance Gateway and Plan for the Long Term.

The City Council had a lengthy discussion on tabling the petition, and the expectations of the Comprehensive Plan Working group.

Gerald Callaghan, Attorney for Oakleigh Development Group addressed the City Council and reported that his client agreed with the Plan Commission's recommendation and asked that the review of the corridor get underway expeditiously.

Deb Fisher offered a recap perspective of the Plan Commission meeting on this topic.

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

**COUNCIL ACTION: Approve a motion tabling the petition filed by Oakleigh Development Group, LLC and Pendulum Lake Forest Partners, LLC.**

**AND**

**Direct staff to proceed expeditiously with a review of the Route 60 Corridor as the next phase of the Comprehensive Plan update. And, to facilitate the review:**

- ❖ **Authorize the City Manager, in consultation with the Chairman of the Finance Committee, to engage consultants, on a short term basis, as determined to be appropriate, for an amount not to exceed the City Manager's authority.**
- ❖ **Authorize the City Manager, in consultation with the Mayor, to appoint a Comprehensive Plan Working Group for this next phase of the Plan update.**

Alderman Preschlack made a motion to approve a motion tabling the petition filed by Oakleigh Development Group, LLC and Pendulum Lake Forest Partners, LLC.; *and* Direct staff to proceed expeditiously with a review of the Route 60 Corridor as the next phase of the Comprehensive Plan update; *and* to facilitate the review; *and* Authorize the City Manager, in consultation with the Chairman of the Finance Committee, to engage consultants, on a short term basis, as determined to be appropriate, for an amount not to exceed the City Manager's authority; *and* Authorize the City Manager, in consultation with the Mayor, to appoint a Comprehensive Plan Working Group for this next phase of the Plan update, seconded by Alderman Rummel. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**2. Approval of an Agreement with The University of Illinois at Chicago to Provide Data and Benchmarking Administrative Support to the Northern Illinois Benchmarking Cooperative in an amount not to exceed \$70,000.**

Mike Strong, Assistant to the City Manager, gave an overview and purpose of the benchmarking cooperative. He reported that The City of Lake Forest holds and executed the agreement with UIC with each municipality paying an equal percentage of the costs. The NIBC jointly agreed to focus on law enforcement

issues with specific priority areas that include Police Department recruitment and retention, Police Communications Strategies and Developing Public Trust, and Policing and Mental Health. The final product will serve as an internal resource for police departments interested in developing greater proficiency, promoting idea generation, and enhancing efficiencies within each of these areas. NIBC members plan to continue conversations within these service areas and discuss specifically how each member can work toward achieving the recommendations identified within the Report.

In January 2019, the member communities chose Fire Service as its next service area, and jointly supported UIC in providing administration and data analysis support for this investigation.

The City Council had discussion that included relationship and similar resources with peer communities, difficulties communities face in benchmarking and the work that is being done to measure mental health issues and The City of Lake Forest's leadership role.

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

**COUNCIL ACTION:** Approval of an Agreement in substantially the form attached hereto with The University of Illinois at Chicago to Provide Data and Benchmarking Administrative Support to the Northern Illinois Benchmarking Cooperative in an amount not to exceed \$70,000.

Alderman Preschlack made a motion to approve of an Agreement in substantially the form attached hereto with The University of Illinois at Chicago to Provide Data and Benchmarking Administrative Support to the Northern Illinois Benchmarking Cooperative in an amount not to exceed \$70,000, seconded by Alderman Rummel. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

<b>ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS</b>
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- 1. EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (21), The City Council will be discussing, annual review of the minutes mandated by Section 2.06 of the Open Meetings Act**

**Adjournment into Executive Session at 7:50pm**

Alderman Rummel made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c), (11), The City Council will be discussing threatened/pending litigation, seconded by Alderman Moreno. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**Reconvene into Regular Session at: 8:17pm**

<b>ADJOURNMENT</b>
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There being no further business Mayor Lansing asked for a motion. Alderman Reisenberg made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 8:17 pm.

Respectfully Submitted  
Margaret Boyer, City Clerk

*A video of the City Council meeting is available for viewing at the Lake Forest Library and on file in the Clerk's office at City Hall. You can also view it on the website by visiting [www.cityoflakeforest.com](http://www.cityoflakeforest.com). Click on I Want To, then click on View, then choose Archived Meetings Videos.*



RESOLUTION OF APPRECIATION

WHEREAS

**STEVEN POTSIC**

*has served The City of Lake Forest as a member of the*

**SENIOR RESOURCES COMMISSION  
2013-2019  
AS CHAIRMAN  
2015-2019**

*WHEREAS, he has devoted much valuable time and personal attention to the work of this Commission and, on behalf of the citizens of Lake Forest and Lake Bluff, continually met his responsibilities with purpose and dedication; and*

*WHEREAS, the citizens of Lake Forest recognize and are deeply appreciative of the valuable time and service he contributed to the preservation and improvement of the quality of life in our community by serving on this commission;*

*NOW, THEREFORE, BE IT RESOLVED that the City Council of The City of Lake Forest, Illinois, hereby expresses the profound gratitude of the citizens of Lake Forest to **Steve** for the loyal and faithful public service he has given by means of this resolution, which shall be spread upon the permanent records of the City Council.*

*To be adopted by the City Council of  
The City of Lake Forest on the  
15<sup>th</sup> day of April, 2019*

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Mayor



April 2, 2019

DeSha Kalmar  
The City of Lake Forest  
800 N. Field Drive  
Lake Forest, IL 60045

Confidential

Re: 2019-20 Service Agreement Compensation – effective May 1, 2019 to April 30, 2020

Dear DeSha:

Enclosed is an updated Scope of Services for 2019 that reflects our current consulting and brokerage services, fees and estimated commissions for the fiscal period May 1, 2019 to April 30, 2020.

Our consulting fee will increase 3% as an inflation adjustment. Please note our commissions for Stop Loss are fixed, and other commissions are estimated to decline slightly in total. Our total estimated commission and fee revenue will increase 1.3%. The Scope of Services document provides an estimate of total commissions we will receive.

For 2018-19, our total commissions and fees through March suggest commissions and fees will be slightly below estimated amounts last year. We will prepare a final summary in June. Total revenue to our firm is always available at your request.

Please let me know if these meet with your approval, or, if you would like changes. I have provided an electronic copy, please return a signature page to our attention.

I want to thank you for the opportunity to serve The City of Lake Forest.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter V. Wright", written over the word "Sincerely,".

Peter V. Wright, CEBS Fellow  
President

CC: Jason Wicha



## Scope of Services for The City of Lake Forest May 1, 2019 to April 30, 2020

The following summary of services will update our fee and service agreement for The City of Lake Forest effective May 1, 2019. **The fees and commissions are updated to reflect estimated commissions for 2020 (May 1, 2019 to April 30, 2020).**

We are prepared to provide our integrated services as outlined in the Service Agreement for these areas of the clients benefit and risk management programs:

1. Group Life Plans, Medical and Dental Plans
2. Personal Health Care Benefit Advisory Services
3. Voluntary Benefit Programs
4. Disability/Paid Time Off Programs
5. Executive Benefit Plans
6. Business Life and Annuity applications
7. Defined Contribution Retirement Plans
8. Management/Council Advisory Committees
9. Benefit/Wellness Committee
10. Legislative consulting
11. Labor negotiation assistance
12. Risk Management Program Consulting

Our services are delivered to meet your needs as required by your organization. Our services will be based on the following approach, which can be modified as needed:

1. Review and update Operating Plans for our engagement
2. Meet with key management staff regularly to address needs and decision parameters related to strategy
3. Review and recommend strategies to comply with applicable benefit requirements, including long term forecasting
4. Provide annual review and report on benefit plans under management
5. Maintain schedule of working meetings with staff members to support plans
6. Develop and present plan reviews at committee meetings
7. Develop and communicate renewal summaries, Request for Proposal outcomes, bid analyses and results of other work, as needed
8. Present results of research, studies and project work as needed
9. Provide compliance support services for Regulatory reform, including outsourcing as needed

We will perform these services on a coordinated and efficient schedule, which anticipates the needs of your business. We will continually revise our plans as needed to meet your changing needs.



## Compensation for Services

We base our fees on the estimated work involved in your engagement with us and include commissions and/or service allowances authorized by the Client. We do not accept any other compensation that is not authorized by a client.

Our services are based on the following fee arrangement:

1. Total Fees, Special Projects and Commissions Estimate:	\$ 111,099
2. Commissions from Insurance Contracts	10% Life Insurance \$5,000 per month Stop Loss 10% Transplant \$1.50 per employee Asset Health 7.5%/4% Retiree Medical
• Asset Health Wellness Total	\$ 4,068
• Benistar Retiree Insurance Total	\$ 4,766
• Total Life Commission	\$ 8,390
• Total Stop Loss Commission	\$ 60,000
• Total Transplant Commission	<u>\$ 2,975</u>
Total Estimated Commissions (Included in Premiums)	\$ 80,199
3. Net Annual Group Benefit Consulting Fee	\$ 23,175
4. Project Fees for Legislative, IRMA Risk Program	\$ 7,725

Our firm does not accept special payments, commission overrides, or other special compensation related to insurance and consulting agreements. All fees paid to us out of client payments, are disclosed annually and taken into consideration in setting our compensation. Wright Benefit Strategies does not receive any special payments related to The City of Lake Forest benefit or risk management programs.



### Time Period of Services and Agreement Effective May 1, 2019

Our services are to be performed on an annual basis effective the date acceptance of fee agreement. Effective May 2019, and thereafter, this agreement shall be automatically extended for successive one (1) year periods unless modified or cancelled for any reason with ninety days' notice to either party. Our services may be cancelled for any reason with ninety days' notice to either party. Should the scope of services change for any reason, the client and Wright Benefit Strategies agree to modify the scope, fees, and duration of the agreement as needed.

Payment in the event of cancellation: The client and Wright Benefit Strategies understand that the fee agreement is based on annual fees. In the event of termination, the client agrees pay any outstanding portion of the annual fee, plus a portion of fees not currently due to cover costs for services performed through the termination date. In no event will this amount exceed the annual fee amount.

In the absence of a newly executed fee agreement, this agreement will continue unless modified by mutual consent.

### Proposal Acceptance

4/1/19

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The City of Lake Forest  
Authorized Signature

Date

---

Wright Benefit Strategies  
Authorized Signature

Date

January 23, 2019

Mr. Robert Kiely, City Manager  
City of Lake Forest  
Sent via Email to [kielyr@cityoflakeforest.com](mailto:kielyr@cityoflakeforest.com)

Dear Mr. Kiely:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2019. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to Governor Pritzker's Office before May 1, 2019. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly \$200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

Please click on the following link to review the: ["State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345"](#). Per page 5 of this document, this year's per capita amount is \$105.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for City of Lake Forest is 19,612, bringing your municipality's 2019 allocation to \$2,059,260.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place a resolution similar to the attached example on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible in the manner outlined within page 3 of the above hyperlinked Guidelines and Procedures document; please note that all reporting submissions are to be submitted in both hard copy and electronic format.**

Please copy me at [bprusila@lakecountypartners.com](mailto:bprusila@lakecountypartners.com) on your Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that we may more effectively manage the process next year. If you have any specific questions or concerns, please feel free to get in touch directly at 847-597-1230.

We appreciate your support and look forward to working with you.

Sincerely,



Barbara C. Prusila  
Economic Development Director

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF LAKE FOREST, ILLINOIS  
REALLOCATING 2019 VOLUME CAP  
TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, the City of Lake Forest, Lake County, Illinois the (“City”), is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, certain tax exempt private activity bonds may be issued only if sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), is available for the bonds; and

WHEREAS, pursuant to the Code, the City has been allocated volume cap equal to \$105.00 per resident of the City in calendar year 2019, or \$2,059,260 for the issuance of such tax exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the “Bond Allocation Act), and the Guidelines and Procedures promulgated thereunder, the City may, prior to May 1, 2019, reallocate to other home rule units of government the volume cap allocated to the City by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the City has not used any of its 2019 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the “Pool”) to facilitate the issuance of tax-exempt private activity bonds to finance, manufacturing and multi-family housing commercial projects in Lake County, Illinois, for economic development purposes (“Eligible Projects”); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government (“Buffalo Grove”), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the City reallocate all of its 2019 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, as follows:

Section 1: Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference as findings of the City Council.

Section 2: Transfer and Reallocation of 2019 Volume Cap. Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the City irrevocably agrees to, and does hereby, transfer and reallocate all of its 2019 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible

Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

Section 3: Agreement. This Resolution shall constitute the agreement of the City to a different allocation under Section 146(e)(3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

Section 4: Warranty. The City covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.

Section 5: Authorization. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.

Section 6: Maintain Record. The City shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.

Section 7: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the City pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2019

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**WILLIAM A. SCHELHAS**  
**1120 Edington Ln.**  
**Mundelein, IL 60060**

**847.650.8770**  
[wmas1960@aol.com](mailto:wmas1960@aol.com)

## **RATE CARD**

Basic Rates	Hourly	\$75.00
	Meeting or event @ City Hall or Village Hall	\$225.00
	Meeting or Similar Event on Remote	\$300.00

Meeting or event at city hall is comprised of basic shooting with installed equipment and with no editing or additional titles needed. Rate will include 3 DVD Copies and the transfer of the meeting video to Youtube or Upload to Dropbox and to the broadcasting system. The cost will be flat rate for any meeting. Rate is figured on arrival approx. 1hr before a meeting and an average meeting length of 2 hours. Rate will be the same if The Meeting is Less than 1 hour or over 2. Max meeting time 5 hours. Long meetings, over 2 hours May incur minor extra costs due to difficulty with duplications and need for special discs and processing.

Remote Meeting Rates include simple taping of a meetng or event with a single camera for up to 4 hours, as stated above. Minimal Editing to add an open and closing title and simple Lower 3rd Graphics or Titles. Editing will be limited to an hour. Any further editing will be considered extra and will be billed at the Hourly Rate, listed above. Additional Personnel or Equipment will be added as an extra expense.

Slide Show (Simple)	A simple compilation of photos, edited to Music and including a narrated voice over. Time of about 3-5 minutes. Apprx. 60 slides. Digital images in Landscape or Horizontal Orientation, .jpg format, free. Scanning from photos \$1.50 each. Time included will be 3 hours Editing and 1 hour planning. Additional time will be billed hourly.	\$300.00
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Multi-Episode Long Form Program	<p>15 to 30 minute programs. Programs like Wild Weird and Wonderful and Inside Lake Forest. Generally about 1 to 2 hours of shooting and 8 hours of editing. Costs could run to \$750 but I will try to go with \$500 due to the multiple episode nature and repeat business. With Inside Lake Forest, In the past, producing or planning and scheduling would be done by an intern or volunteer. If that can continue it would save some of the time and thus cost. Wild Weird and Wonderful is, for the most part, 2 episodes a year. Croctoberfest and Reptile Rampage. We can also discuss more episodes if a topic should arise. Again, any WDC staff or volunteer assistance is always appreciated and can save some cost.</p>	\$500.00
Short Video Program	<p>Finished time length about 30-60 seconds. Project time of about 8 hours including Shooting Editing and Pre-Production Planning. Personnel, 1 Video Person.</p>	\$500.00
Special Event Coverage	<p>Video Coverage of a special event like Tree Lighting, Parade, Carnival or Festival or Concert. Cost covers one person and about 8 hours of Shooting Editing and Planning time. Additional manpower or special equipment will be billed extra at cost.</p>	\$500.00
Long Form Video Project	<p>Video of apprx. 8-10 minutes in length. Cost includes up to 13 hours of Videotaping, Editing and Pre-Production Planning. Additional time will be billed at Hourly Rate and additional personnel or equipment will be billed extra.</p>	\$1,000.00
Technical Support or Consultation	<p>Billed at hourly rate with a minimum of 1 hour. Service includes assistance with pojectors or video or sound systems.</p>	\$75.00/hr

Simple Photo Assignments	<p>Projects of only a few photos taking less than an hour will be billed at the Hourly Rate of \$75/hr.</p> <p>Events of 2 - 3 hours will be billed at the Event Rate of \$200.00. Over 3 hours will add the hourly cost for additional hours.</p>	<p>\$75/hr - \$200/Event +</p>
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Video Duplications	<p>Depending on the availability of equipment to make a copy, Duplication to DVD will be \$25 for each original for duplication including 1 DVD copy. Additional copies will be \$5 ea. Copies can be saved on Flash Drives or USB Drives or Hard Drives but will add the cost of the media to which the copies are made. Batch duplications of DVDs or VHS Tapes, made to a Digital Computer File for \$10 per original, saved to a single Hard Drive or USB drive. Cost of the Hard Drive or other media is NOT included and will be extra, unless provided.</p>
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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"), by and between The City of Lake Forest (the "City"), an Illinois local government in the County of Lake, Illinois, and the undersigned Contractor, William A. Schelhas ("Contractor"), a sole-proprietor, and collectively known as (the "Parties"). In consideration of the mutual covenants and promises contained in this Agreement, the City and Contractor hereby agree as follows:

- 1. RETENTION OF CONTRACTOR.** The City agrees to retain Contractor to perform the services described on Exhibit A, attached hereto and made a part hereof (the "Services"). Contractor accepts such appointment and agrees to provide the Services in a professional and appropriate manner on an independent contractor basis. Within 60 days of retention the City Manager or his/her designee and Contractor will confer to establish goals that shall be completed during the term of this Agreement (the "Contract Objectives"). In the event that the Parties are unable to establish mutually acceptable Contract Objectives within such 60-day period (or such longer period as the Parties may mutually agree in writing), then either Party may terminate this Agreement upon thirty (30) days' written notice. The Contractor shall provide monthly updates to the City Manager or his/her designee relating to the Services and Contract Objectives. This Agreement shall not create an employment, partnership, agent, or joint venture relationship.
- 2. CONTRACTOR DUTIES.** Contractor will personally provide and continue to provide the Services during the term hereof. The City and Contractor agree that Contractor retains the sole right to determine the manner and means by which services will be performed for the City, pursuant to this Agreement. Notwithstanding the foregoing, Contractor is expected, at all times, to act in a professional manner while performing services for the City pursuant to this Agreement, and the City retains the right to review and inspect the Contractor's performance of the Services to ensure that Contractor is providing the highest quality services to the City and its residents.
- 3. TERM.** The term of this Agreement shall commence on the Commencement Date, or a date agreed to between the Parties, and end April 30, 2020, provided, however, this Agreement may be terminated at any time by either party upon ninety (90) days prior written notice.
- 4. COMPENSATION.** Contractor will be compensated for the services performed under this Agreement at rates for services set in Contractor Proposal in Exhibit B, and will receive payment no more than twice per month, only after submitting an invoice to the City for services rendered. The City shall issue a 1099 or equivalent form as required by Federal and State regulations, and Contractor shall be fully and solely responsible for all costs

and expenses incident to the services furnished to the City under this Agreement.

As an independent contractor, Contractor shall not be entitled to overtime premiums or to benefits of any kind, including without limitation, deferred compensation, 457, pension contributions, health insurance, life insurance, workers' compensation benefits, and short-term or long-term disability benefits offered by the City to its employees.

5. **WORK SCHEDULE.** Contractor shall devote as much time as may be reasonably necessary to perform the Services in accordance with this Agreement. Notwithstanding the foregoing, it is expected that Contractor will at times be required to perform services during evenings and weekends in order to meet the needs of the City and the identified goals. The Contractor shall attend various meetings as directed by the City Manager or his/her designee.
6. **CONFIDENTIAL INFORMATION.** Contractor recognizes that certain confidential knowledge or information (Confidential Information) might be obtained by Contractor in the course of performing the Services hereunder including, but not limited to, personal information concerning the City's residents. Contractor does hereby agree that all such Confidential Information will be forever held confidential by Contractor, and not be disclosed to any party whatsoever during the term hereof and at all times thereafter. Upon termination of this Agreement, Contractor shall return to the City all documents, notes, or other tangible property that contain Confidential Information that is in the possession of Contractor.
7. **INDEMNITY; INSURANCE.**
  - a. Contractor agrees to indemnify and hold harmless the City, and its Mayor, Aldermen, Appointed Officials, Employees, Agents, Representatives, and Attorneys, in both their official and individual capacities (the "Indemnitees"), from and against any and all liability, losses, payments, expenses, and tax claims (including, without limitation, attorneys' fees and costs, interest and penalties) incurred by or imposed against the City or its Mayor, Aldermen, Appointed Officials, Employees, Agents, Representatives, and Attorneys, arising out of or in any way related to any act or failure to act by Contractor (or any of Contractor's agents, employees, or partners), including, but not limited to, all claims relating to the injury or death of any person or damage to any property.
  - b. Contractor agrees to maintain a comprehensive general liability insurance policy (with contractual liability coverage) at all times during the term of this Agreement, which policy shall identify the Indemnitees as additional insureds. ***[Fifty percent of the cost of such policy of insurance shall***

***be an expense for which the City reimburses Contractor within 35 days after delivery to the City of a paid receipt therefor.]***

- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses listed below or to such address as any party hereto, by written notice to the other party may designate from time to time. Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Lake Forest:	The City of Lake Forest 220 E. Deerpath Lake Forest, IL 60045 Attn: City Manager	Contractor:  William A. Schelhas 1120 Edington Lane Mundelein, IL 60060
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- 9. **MISCELLANEOUS.** No waiver, modification or amendment of this Agreement shall be valid and enforceable unless it is in writing and signed by Contractor and the City Manager. This Agreement supersedes all other oral and written agreements, understandings or communications between the City and Contractor. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Waiver by either party to this Agreement of any breach or default by the other party of any of the terms and conditions of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived.

***[Signature page to follow.]***

William A. Schelhas

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year appearing in their respective notary acknowledgements.

Accepted and approved this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_

Accepted and approved this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_

William A. Schelhas  
1120 Edington Lane  
Mundelein, IL 60060

The City of Lake Forest  
220 E. Deerpath  
Lake Forest IL 60045

By:

By:

\_\_\_\_\_  
William A. Schelhas

\_\_\_\_\_  
Jason C. Wicha  
City Manager

SUBSCRIBED AND SWORN to  
before me this \_\_\_ day of  
\_\_\_\_\_, 20\_\_\_.

SUBSCRIBED AND SWORN to  
before me this \_\_\_ day of  
\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Contractor Services and Schedule of Performance

**SUMMARY:** Contractor shall manage Lake Forest TV, a public access facility operated by The City of Lake Forest.

ESSENTIAL DUTIES AND RESPONSIBILITIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- Serving as a Contractor for City's cable access television services, which includes, but is not limited to, the following duties:
  - Oversight of City governmental or "on-site" public meeting broadcasting, equipment usage and completing program scheduling of programs related to local government information and community activities;
  - Assist with municipal cable communication efforts, including publicizing of cable programs and activities, developing a programming guide for the channel, or uploading and managing web service streaming services (e.g. YouTube, Vimeo, etc.); and
  - Oversight of non-City governmental, or "off-site" public meeting recording and scheduling of playback on City authorized media platforms; and
  - General Photography support (i.e. taking photos, minor editing, etc.) during "on-site" public meetings.
- All work hours and leave requests will be conditional on workload being completed and will be coordinated and approved by the Office of the City Manager;
- Performs routine maintenance and troubleshooting on all video, audio and computer equipment, and maintains orderly records and files for the video tape library; and
- Coordinates the following: video equipment maintenance and repair; automated playback system operations; management of uploading meetings for playback on streaming service or website server (e.g. YouTube, Vimeo, etc.).

Contractor Services shall be further identified in the Contract Objectives and the Contractor Proposal of Services included as Exhibit B to this Agreement. In the event of a conflict among this Exhibit A, Exhibit B, or the Contract Objectives, (i) Exhibit A prevails over Exhibit B, and (ii) Contract Objective prevail over Exhibit A.

**EXHIBIT B**

**Contractor Proposal of Services**

**A RESOLUTION  
ADOPTION OF THE DES PLAINES RIVER  
WATERSHED-BASED PLAN**

WHEREAS, the Des Plaines River Watershed-Based Plan Committee and watershed stakeholders have been working since 2015 to prepare a comprehensive watershed-based plan for the Des Plaines River Watershed (Des Plaines River Plan) in Lake and Cook County, Illinois and Kenosha County, Wisconsin; and

WHEREAS, the Des Plaines River Plan was developed through a series of twenty (20) watershed planning meetings with the cooperative effort of more than eight hundred (800) persons representing over one hundred and seventy-two (172) different watershed entities, ranging from individual homeowners & homeowner associations, consulting companies, businesses, large landowners and non-profit environmental organizations to local government, county, state and federal agencies that attended meetings during the planning process; and

WHEREAS, the purpose of the Des Plaines River Plan is to identify opportunities for watershed communities to integrate multi-objective watershed management in community decisions and activities; and

WHEREAS, a second purpose of the Des Plaines River Plan is to improve degraded conditions in the watershed by implementing best management practices and programs to retrofit existing problem areas and prevent future problems from occurring; and

WHEREAS, the adoption of the Des Plaines River Plan will guide the successful implementation of a series of individual site-specific projects and watershed-wide programmatic actions to: improve water quality, reduce flood damage potential, protect and enhance natural resources including the watershed's lakes, streams and wetlands; and in addition, will provide watershed education and recreation opportunities and improve community cooperation and participation in watershed improvement activities; and

WHEREAS, all public hearing and meeting requirements have been met in the preparation of the Des Plaines River Plan including the required public review and comment period prior to SMC and Lake County adoption of the Des Plaines River Plan; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest, Illinois, that the Des Plaines River Watershed-Based Plan, June 2018, for Lake County Illinois is hereby adopted as an official plan of the City of Lake Forest.

**CITY OF LAKE FOREST  
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("**Agreement**"), and is by and between the **CITY OF LAKE FOREST**, an Illinois municipal corporation ("**City**") and the Consultant identified in Section 1A of this Agreement.

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

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The City has an existing agreement with the Consultant to provide professional engineering consulting services as City Engineer on an as-needed basis with a term set to expire on April 30, 2019. The City desires to extend the term of the agreement with the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

**Consultant Name ("*Consultant*"):** **Gewalt Hamilton Associates, Inc.**

**Address:** **625 Forest Edge Drive**  
Street  
**Vernon Hills, Illinois 60061**  
City State Zip

**Telephone No.:** **(847) 478-9700**

**Email:** [\*\*dstrahan@gha-engineers.com\*\*](mailto:dstrahan@gha-engineers.com)

**Project Name/Description:** **PROFESSIONAL ENGINEERING SERVICES AS CITY ENGINEER**

**Agreement Amount:** **T&M**

**B. Project Description.** Consultant shall provide as-needed engineering consulting services relating to municipal engineering services; preliminary design, final design, and construction engineering services; and to fulfill the statutory requirements normally conducted by a City Engineer. This work shall be "on-call" as requested or directed by the City's Director of Public Works or his designee.

**C. Representations of Consultant.** The Consultant has submitted to the City a summary of hourly rates and key personnel, a copy of which is attached as **Exhibit A** to this Agreement ("**Statement**"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services set forth in the Request and the Statement ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature in the Northeastern Illinois region.

**D. Agreement Amount.** The total amount billed by the Consultant for the services under this Agreement shall be limited to actual services performed as authorized by the Public Works Director or his designee as outlined in the Request. Hourly Rates will match the rates in Exhibit A, including reimbursable expenses, unless amended pursuant to Section 8A of this Agreement. Engineering services for federally funded projects shall be charged on a cost plus fixed fee basis in accordance with IDOT requirements

**E. Agreement Length.** The agreement shall be in effect through April 30, 2022 starting upon the date this agreement is pursued.

## **SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall be prepared to commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City.

**D. Reporting.** The Consultant shall regularly report to the Public Works Director, or his designee, regarding the progress of the Services during the term of this Agreement.

## **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Compensation.** The total amount billed for the Services during the term of this Agreement shall be limited to actual services performed as authorized by the Public Works Director or his designee. Hourly Rates will match the rates in Exhibit A and will remain in effect until April 30, 2022.

**B. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in such invoice for the Services shall be based on the rates set forth in the Statement. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for a year after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Consultant desires to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within 15 days after occurrence of such action as

provided by Section 8D, Notice, of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Section. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8A, Amendment, of this Agreement.

**E. Taxes, Benefits, and Royalties** Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

#### **SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## **SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term “*Confidential Information*” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## **SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.**

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice and care practiced by consulting firms in performing services of a similar nature in Northeast Illinois at the Time of Performance.

**B. Indemnification.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officials, and employees (collectively, City) against all damage, liabilities or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers,

directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with services provided under this agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable. Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**C. Insurance.** The Consultant proposes, and agrees that the Consultant shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in **Exhibit B** to this Agreement within 10 days following the Commencement Date. Such policies shall be in forms, and from companies, acceptable to the City. The insurance coverages and limits set forth in Exhibit B shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement. The City shall be named as an Additional Insured on all policies except for Worker's Compensation, Professional Liability (if applicable). Each such additional Insured endorsement shall identify the City as follows: The City of Lake Forest, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

**D. No Personal Liability.** No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant. The consultant shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, pension, sick leave and/or vacation. Consultant agrees to pay all taxes including, but not limited to, employment taxes due in respect of the consulting fee.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its

liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**D. Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed determined on the basis of the rates set forth in the Proposal.

**E. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by City.** The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by City.** The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

**F. Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of and the completion of the Services and with any other consultants engaged by the City.

**G. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the City Manager.

**H. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

## **SECTION 8. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

Michael Thomas  
Director of Public Works  
800 North Field Drive  
Lake Forest, IL 60045

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Gewalt Hamilton Associates, Inc.  
625 Forest Edge Drive  
Vernon Hills, Illinois 60061  
Attention: Patrick J. Glenn, Corporate Secretary

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

**F. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**G. Time.** Time is of the essence in the performance of this Agreement.

**H. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**I. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**J. Authority to Execute.**

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

**L. Waiver.** Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

**M. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibits A and B are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

**CITY OF LAKE FOREST**

By: \_\_\_\_\_  
Margaret M. Boyer, Deputy City Clerk

By: \_\_\_\_\_  
Robert T. E. Lansing, Mayor

ATTEST:

**CONSULTANT**

By: \_\_\_\_\_  
Patrick J. Glenn, Secretary

By: \_\_\_\_\_  
Michael T. Shrake, President

**EXHIBIT A**  
**HOURLY RATES & KEY PERSONNEL**

<b>Category</b>	<b>Discounted Hourly Rates for: 5/1/19 to 4/30/21</b>	<b>Discounted Hourly Rates for: 5/1/21 to 4/30/22</b>	<b>2019 Standard Rates (for reference only)</b>
Principal	\$166.00	\$170.00	\$202.00
Civil Engineer VI	\$156.00	\$162.00	\$174.00
Civil Engineer IV/V*	\$142.00	\$148.00	\$170.00-\$172.00
Engineering Technician V	\$140.00	\$146.00	\$170.00
Civil Engineer III	\$130.00	\$136.00	\$150.00
Civil Engineer II	\$124.00	\$130.00	\$140.00
Land Surveyor IV	\$130.00	\$136.00	\$142.00
GIS Professional II	\$120.00	\$126.00	\$130.00
GIS Professional I	\$114.00	\$120.00	\$124.00
Civil Engineer I	\$114.00	\$120.00	\$120.00
Environmental Consultant I	\$110.00	\$116.00	\$116.00
Engineering Technician IV	\$120.00	\$126.00	\$126.00
Land Surveyor I/II, Engineering Technician III	\$112.00	\$118.00	\$116.00-\$118.00
Engineering Technician II	\$98.00	\$104.00	\$102.00
Engineering Technician I	\$74.00	\$80.00	\$76.00
Administrative I	\$60.00	\$66.00	\$64.00

\*Dan Strahan is a Civil Engineer IV

All hourly rates include costs for AutoCAD systems/software, vehicles and equipment.

Direct costs are defined as follows:

<u>GHA Direct Costs through 4/30/2022</u>	
Mileage	\$0.55/mi
Vehicles/equipment	no charge
CADD software/systems	no charge
Black and white printing - up to 11" x 17"	no charge
Large-format black and white printing	\$0.25/sf
Color prints up to 11" x 17"	\$0.50/page
Large-format color plots	\$3.00/sf

Expenses such as sub-consultant costs, overnight postage, and messenger services are invoiced without markup.

### ***Key Personnel***

We propose the following key personnel to be the primary team for the City of Lake Forest, with assistance from others, as required:

**Primary Contact: Mr. Daniel J. Strahan, P.E., CFM** has over 17 years of experience in municipal engineering with a variety of clients, including the Village of Grayslake, Ela Township, Libertyville Township, and Fremont Township. Responsibilities include: Permit review and enforcement of Zoning, Building, Stormwater, and Floodplain ordinances; preparation of multi-year capital programs; Street maintenance and rehabilitation; engineering review of subdivision plans; local and regional drainage studies, drainage improvement design and installation.

**Mr. Daniel Brinkman, P.E., PTOE** is a Licensed Professional Engineer with over 22 years of experience in the traffic engineering and transportation planning fields. His experience covers both the public and private sectors, with clients including municipalities, retail and residential developers, school districts, park districts and hospitals/medical centers.

**John Past, PLS**, is a Licensed Professional Surveyor with more than 35 years of experience with emphasis on Topographical Surveys, A.L.T./A.C.S.M. Surveys, Settlement Monitoring Surveys, Boundary Surveys, Plats of Right of Way, Easement, Dedication, Subdivision, and Annexation.

**K. David Marquardt** is a Senior Construction Engineer with over 27 years of experience with an emphasis on construction engineering. Mr. Marquardt serves as a field engineer for a variety of municipal and private projects and is responsible for managing all phases of the construction project including layout, construction observation, conformance with plans and specifications, schedule and budget adherence, material inspection management, and coordination between municipalities, residents, business owners, clients, and contractors. Prior to joining GHA, Mr. Marquardt worked for IDOT in the Bureau of Construction on an array of complex utility, road, and bridge reconstruction projects.

**EXHIBIT B**

**INSURANCE COVERAGES**

Coverage	Limits of Liability
Worker's Compensation	Statutory
General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Products and completed operations aggregate	\$2,000,000
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 each claim \$2,000,000 Aggregate
Excess/Umbrella Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate

# BRANDSTORM!

## PROPOSAL

**Date:** March 24, 2019,

**Attention:**

Susan J. Banks  
Communications Manager  
The City of Lake Forest  
220 E. Deer Path  
Lake Forest, IL 60045

**Proposal title:** City of Lake Forest Branding/Marketing Continuation

DESCRIPTION	PER MONTH	UNIT PRICE	COST
Marketing and Creative Services  (See explanation of services below)	\$2,000.00	\$0.00	\$2,000.00
Subtotal			\$2,000.00
Tax0.00%			\$ 0.00
Total			\$2,000.00

Dear Susan (and team),

I am so excited to have been a part of the Lake Forest rebranding initiative, and to have experienced working with such a supportive proactive team. I hope to be a part of the marketing department as we move forward with the campaign in 2019/20. I see my primary role being the maintenance of the I look and sound of the brand, and ensuring consistency as we move forward. As discussed, I see a role that is above and beyond creative deliverables. Providing thought leadership and expertise in many areas. I would like to recommend **this would be \$2,000 per month starting May 1<sup>st</sup> 2019 through May 1<sup>st</sup> 2020.**

Sincerely,

Phil Gayter

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## Marketing, Branding and Creative Services

I am proposing a continuing role that encompasses strategic thinking, marketing expertise, video content creation and creative design and implementation. I have listed below the expectations within those areas.

### Strategic Thinking

I would be responsible for the direction of the campaign as we develop it further from year one to year two (and beyond).

includes the following:

- Brandstorm capabilities
- Consumer Insight
- Team coordination
- Brand Strategy
- Message adjustment
- Marketing Expertise

### Branding

I would act as the "eyes and ears" for the Lake Forest brand, assessing content changes and "wants and needs," and looking for opportunities to broaden the appeal of the message and find avenues for the marketing materials

includes the following:

- Branding opportunities
- Copy direction
- Visual direction
- Scripts & video ideas (if needed)
- "Look and feel" tweaks
- Website consultation
- Branding Expertise

### Creative Services

I would be responsible for the creation and production of all ongoing and existing marketing materials. includes the following (for instance):

- Creation of materials
- Print ads

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- Video scripts/creation
- Marketing materials
- Guerilla Marketing
- Digital media
- Other
- Creative Expertise

**Elements not in my services agreement include the following:**

- Original photography or illustration
- Stock imagery/illustration
- Website implementation and development
- Printing costs
- Film production costs (camera, sound, edit)
- Travel (outside the area if applicable)
- On camera or voice over talent

**Proposed Timeline:**

Ongoing for one year. Reviewed periodically.

I would welcome a discussion with you on the details of this proposal and look forward to helping you and the marketing team continue this terrific project.

Thanks!

Phil Gayter

816-308-0216

philgbrandstorm@gmail.com

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