

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

Monday, July 20, 2020 at 6:30 pm or immediately following the Finance Committee Meeting

REMOTE ACCESS MEETING

Please be advised that all of the City Council members will be remotely attending this Council meeting by electronic means, in compliance with the recent amendments to the Open Meetings Act. The Mayor of the City Council has determined that it is not prudent or practical to conduct an in-person meeting due to the COVID-19 pandemic, and that it is not feasible to have the City Council members or members of the public physically present at the meeting due to the pandemic disaster.

The City will be providing members of the public with various opportunities to watch or attend this meeting, as well as provide public comment at the meeting. For example, members of the public can participate remotely in the meeting by following the public audience link which will provide both video and audio means to attend the meeting.

Public audience link:

<https://us02web.zoom.us/j/84622267651?pwd=NGhUUWVMQTBDLzZvUElSZmFTcG9odz09>

Password: 1861

Webinar: 846 2226 7651

Password: 1861

Public Comment: 847-810-3643

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Jennifer Karras, Alderman First Ward

Melanie Rummel, Alderman Second Ward

Edward U. Notz, Jr., Alderman Second Ward

Jim Preschlack, Alderman Third Ward

Ara Goshgarian, Alderman Third Ward

Raymond Buschmann, Alderman Fourth Ward

Eileen Looby Weber, Alderman Fourth Ward

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

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Lake Forest Day Proclamation

A copy of the proclamation can be found **on page 17**

COUNCIL ACTION: Approve Lake Forest Day Proclamation

- B. American Legion Lake Forest Day Update
 - Dave Lipinski, McKinlock Post 264 Commander
 - Ed Geraghty, Lake Forest Day Chairman

- C. COVID 19 Financial Impact Update
 - Elizabeth Holleb, Finance Director

2. COMMENTS BY CITY MANAGER

- A. Fire Fleet Apparatus Update
 - Pete Siebert, Fire Chief

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL
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Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

4. COMMITTEE REPORTS

FINANCE COMMITTEE

1. GFOA Award Presentation - Alderman Morris

The City recently received notification that it has once again been awarded the Government Finance Officers Association **Certificate of Achievement for Excellence in Financial Reporting** for its FY19 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 **41st 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 4,354 governmental units for the fiscal year ended 2018. In Illinois, 353 organizations received the award – 5.1% of the total 6,963 units of Government in the state.

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

OPEN PUBLIC HEARING

Mayor Pandaleon

CLOSE PUBLIC HEARING

2. Consideration of the Annual Appropriation Ordinance for FY2021 and Approval of Rollovers (Final Reading- Public Hearing Required)

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

PURPOSE AND ACTION REQUESTED: Staff requests conducting a public hearing and approving the final reading of the ordinance and rollovers.

BACKGROUND/DISCUSSION: While the annual municipal budget represents the City's financial "plan" for expenditures over the course of the fiscal year, the annual Appropriation Ordinance is the formal legal mechanism by which the City Council authorizes the actual expenditures of funds budgeted in the annual budget. It appropriates specific sums of money by object and purpose of expenditures. State statutes require the passage of an Appropriation Ordinance by the end of July, which must be filed with the County Clerk within 30 days of approval.

There are some differences between the budget and Appropriation Ordinance. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the May 4, 2020 City Council meeting. The Library expenses are approved by the Library Board. Debt service payments are included in the budget, but are excluded from the Appropriation Ordinance. The ordinances approving the debt issues serve as the legal authorization for these annual expenditures.

The Appropriation Ordinance provides for a 10% "contingency" above the budgeted expenditures. Each separate fund includes an item labeled "contingency" with an appropriate sum equivalent to 10% of the total funds budgeted. This practice has been followed for more than thirty years and has worked very efficiently, while still providing for complete City Council control over budgeted expenditures. It is important to note that the City Council and City staff follows the adopted budget as its spending guideline, not the Appropriation Ordinance. Without the contingency, the City Council would have to pass further modifications to the Appropriation Ordinance to cover any unforeseen expenditures exceeding the budget.

In order to provide more accurate and efficient accounting and budgeting of City funds, an annual rollover of funds is required. This eliminates both under and over budgeting of funds in the new fiscal year and is a widely used standard practice for many municipal governments. The items on the attached rollover list (**page 18**) consist of projects that were appropriated in FY2020 and will not be completed until FY2021.

School District 67 does not recognize the Appropriation Ordinance in their budgeting or auditing standards. However, due to the fact they are a special charter district, their budget must be included in the City's Appropriation Ordinance. School District 67 numbers are estimates and subject to change.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	6/15/20	First Reading of the appropriations ordinance and rollovers granted
City Council	5/18/20	Adoption of the FY21 Comprehensive Fiscal Plan.
City Council	5/4/20	Approval of the FY2021 Annual Budget

BUDGET/FISCAL IMPACT: The attached Appropriation Ordinance Worksheet (**page 20**) demonstrates the reconciliation of the Adopted Budget to the Appropriation Ordinance by fund. It should be noted that some rollovers have associated revenues which will also be incorporated into the FY21 budget administered by City staff. These include items such as grant and donor funding.

COUNCIL ACTION: Conduct a public hearing on the City's FY2021 Annual Appropriation Ordinance. Upon closing the public hearing, it is recommended that the City Council consider approval of the final reading of the Ordinance (page 21) and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office.

3. Approval of an additional \$2 million transfer in FY2020 from the General Fund

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval of an additional transfer of \$2 million from the General Fund due to an operating surplus for Fiscal Year 2020 higher than projected. Due to the City Council's desire to hold the fund balance of the General Fund at the FY18 level, approval to transfer this additional money would need to be completed as of 4/30/20. Direction from the City Council is requested as to the use of the additional funds.

BACKGROUND/DISCUSSION: The General Fund is used to account for the majority of personnel and operating costs of the City. The City strives to transfer operating budget surpluses in the General Fund to the Capital Improvement Fund to supplement the City's Five-Year Capital Improvement Program or to other funds to support one-time funding needs. In recent years, the City Council has elected to increase General Fund reserves in order to insulate the City against potential budget impacts of the State's fiscal crisis. With General

Fund reserves now well above the City's minimum threshold (35% of revenue plus accrued vacation/sick liability), the City Council has taken action to incorporate the following provision in its City Council Fiscal Policy:

Unassigned fund balances should be equal to no less than 35% of non-pass through operating revenues for the General Fund plus accrued sick and vacation leave. In recent years, the City Council has intentionally accumulated excess General Fund balance reserves to mitigate potential impacts of the State of Illinois fiscal crisis (ie. loss of State-shared revenue or imposition of property tax limitations). Recognizing that General Fund reserves as of 4/30/18 are sufficient to address State impacts, the FY19 operating surplus of the General Fund was transferred to the Capital Improvement Fund. Until further revision to the City Council Fiscal Policy is approved, the City may allocate future General Fund operating surpluses at fiscal year-end to one-time funding needs as determined annually by the City Council.

As of June 30, the Finance Department has completed entries to close out the 2020 fiscal year and prepare for the independent financial audit that began on July 6. Based on these pre-audit numbers, we project the FY2020 operating surplus of the General Fund to be \$5.2 million, compared to an April 2020 estimate of \$3.6 million. This allows for an additional transfer of \$2 million in FY20, as follows:

	FY20 Budget	FY20 Projected	FY20 Actual (prelim)
Revenue	\$36,614,274	37,182,339	37,741,507
Expenses	34,326,516	33,535,702	32,575,865
Gen Fund Transfer	1,500,000	2,000,000	2,000,000
Hold for COVID 19		1,000,000	1,000,000
Net	787,758	646,637	2,165,642

With General Fund reserves healthy and funds set aside to mitigate COVID 19 budget impacts, the additional funds could be used for a variety of one-time purposes. Staff is recommending that the City Council consider two opportunities:

- Transfer funds to the Capital Improvements Fund for additional capital initiatives. Discussion regarding the allocation of these funds to specific purposes or projects would occur at a later date.
- Transfer funds to the public safety pension funds to offset FY20 investment performance that fell below actuarial targets (6.75%). A comparison of budget and actual revenues for the police and fire pension funds in FY20 follows:

Fund 701 - FIREFIGHTER PENSION		2019-20	YTD BALANCE	
Revenues		BUDGET	04/30/2020	VARIANCE
311.01-00	CURRENT LEVY - PROP TAX	1,646,568.00	1,641,694.45	(4,873.55)
336.01-01	CONTRIBUTION - EMPLOYEE	315,000.00	330,724.75	15,724.75
361.01-00	INTEREST ON INVESTMENTS	800,000.00	825,821.62	25,821.62
363.09-00	NET GAIN/LOSS INVESTMENTS	1,760,000.00	245,490.07	(1,514,509.93)
372.11-00	PUBLIC SAFETY PENSION FEE	180,000.00	180,370.31	370.31
379.10-00	OTHER REVENUE	0.00	226.31	226.31
TOTAL REVENUES		4,701,568.00	3,224,327.51	(1,477,240.49)
Fund 702 - POLICE PENSION				
Revenues				
311.01-00	CURRENT LEVY - PROP TAX	2,194,845.00	2,188,064.53	(6,780.47)
336.01-01	CONTRIBUTION - EMPLOYEE	390,000.00	404,985.37	14,985.37
361.01-00	INTEREST ON INVESTMENTS	650,000.00	632,453.24	(17,546.76)
363.09-00	NET GAIN/LOSS INVESTMENTS	1,600,000.00	(401,181.99)	(2,001,181.99)
372.11-00	PUBLIC SAFETY PENSION FEE	400,000.00	401,469.47	1,469.47
TOTAL REVENUES		5,234,845.00	3,225,790.62	(2,009,054.38)

Why did the City end up having this additional money?

The original FY20 General Fund budget projected a \$2.3 million surplus with \$1.5 million of that to be transferred to the capital fund. In April 2020, the Finance Department was projecting an operating surplus of \$3.6 million. The current projection is a \$5.2 million surplus for FY20. Finance Director Holleb will provide a presentation on July 20 demonstrating the primary reasons for the actual surplus exceeding the budget projections, but most of the difference is due to one-time revenues and expense savings.

BUDGET/FISCAL IMPACT: This action would result in \$2 million in one-time General Fund revenue and FY20 expense savings to be transferred to other one-time purposes, as directed by the City Council.

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund	n/a	\$2,000,000	N

The additional transfer is not budgeted, but does not require a supplemental appropriation ordinance. It will be funded from one-time revenue and expense savings in FY2020.

COUNCIL ACTION: Approval of an additional \$2 million transfer in FY2020 from the General Fund. The City Council is asked to provide direction on how the additional transfer should be allocated.

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting

STAFF CONTACT, Jason Wicha, City Manager

PURPOSE AND ACTION REQUESTED: It is requested that the City Council extend the Declaration to the next City Council meeting.

BACKGROUND/DISCUSSION: Over the past month, the U.S. Government and the State of Illinois have issued multiple orders declaring a state of emergency over the country and the State of Illinois in order to address the impact from the global pandemic from COVID-19. In order to address the impact this pandemic has had on the City of Lake Forest, Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency on Saturday, April 4, 2020. At the April 6, 2020 City Council meeting, the City Council extended the Declaration to the next City Council meeting which was June 15, 2020.

In order to ensure that the emergency powers authorized by the local declaration remain in effect where necessary, the Mayor is asking the City Council to further extend the Declaration of a Local State of Emergency until the next City Council meeting that takes place after the July 20, 2020.

REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	6/15/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	6/1/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	5/18/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	5/4/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	4/20/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	4/6/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
	4/4/2020	Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Approve the extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting

2. Approval of the June 15, 2020 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 32**

COUNCIL ACTION: Approval of the June 15, 2020 City Council Meeting Minutes.

3. Approval of the Check Register for the Period of May 23 to June 26, 2020

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

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

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

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

Check Register for May 23 - June 26, 2020

	Fund	Invoice	Payroll	Total
101	General	839,102	2,266,645	3,105,747
501	Water & Sewer	403,861	269,088	672,949
220	Parks & Recreation	283,559	638,683	922,242
311	Capital Improvements	378,278	0	378,278
202	Motor Fuel Tax	0	0	0
230	Cemetery	34,488	44,339	78,826
210	Senior Resources	3,524	36,865	40,389
510	Deerpath Golf Course	84,507	4,903	89,410
601	Fleet	87,254	81,839	169,094
416 - 433	Debt Funds	510,992	0	510,992
248	Housing Trust	0	0	0
201	Park & Public Land	4,485	0	4,485
	All other Funds	670,981	287,512	958,493
		\$3,301,032	\$3,629,875	\$6,930,907

The total identified as "All other Funds" includes \$518,445 in medical and dental claim expenses associated with the City's Self Insurance program.

COUNCIL ACTION: Approval of the Check Register for the Period of May 23 to June 26, 2020.

4. Approval of Collective Bargaining Agreement between the City and the Lake Forest Employee Association (LFEA)

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

PURPOSE AND ACTION REQUESTED: Staff requests approval of the Lake Forest Employee Association (LFEA) collective bargaining agreement between the City and LFEA.

BACKGROUND/DISCUSSION: The City recently reached tentative agreement with the LFEA, the local association representing the maintenance and Water Plant employees, regarding their collective bargaining agreement. The bargaining unit has ratified the contract, and it is now before the City Council for approval. The duration of the contract is three (3) years, from May 1, 2020, through April 30, 2024.

REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Personnel Compensation Administration (PCA) Committee	7/9/2020	Reviewed electronically. Recommend City Council approval

BUDGET/FISCAL IMPACT:

The group has once again adopted the City's personnel policy as their guiding policies, and the employees have agreed to pay increases approved by the City Council for other fulltime, non-unionized employees of the City for all years of the Agreement and beyond this agreement. The top of the salary range for seasonal employees will also increase by 2.5% in FY2021 (or 40 cents). The 2.5% increase for fulltime employees was included in the FY2021 budget, and the departments can absorb the seasonal increase in their budgets due to vacancies and delayed hiring because of COVID-19.

For those employees on-call for emergency J.U.L.I.E. locates where the employee is able to accomplish the locate on a virtual basis, the employee will be compensated \$25 for each emergency locate phone call that requires no in person response. This is an increase of \$5 and will have nominal impact on the budget as there are typically only a modest number of these annually. Employees are not otherwise compensated for on-call time.

We added language in the contract to reflect actual practice for calculating both scheduled and unscheduled overtime. This is to insure that all sections are being consistent in this calculation.

Fulltime employees will be increasing their contributions into a Retiree Health Savings account from 1% to 1.5%. These are employee contributions and have no fiscal impact to the City.

COUNCIL ACTION: Approval of the Collective Bargaining Agreement between the City and the Lake Forest Employee Association (LFEA)

5. Authorization for the City Manager and City Clerk to execute a First Amendment to the Fiber Optic Facilities License Agreement between the City of Lake Forest and Abbott Laboratories

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

PURPOSE AND ACTION REQUESTED: City staff recommends approval of a First Amendment to an existing Fiber Optic Facilities License Agreement between the City and Abbott Laboratories to authorize the continued use and access of underground facilities located in and around Conway Park, Route 43 and Route 60 for the City's fiber optic cable equipment.

BACKGROUND/DISCUSSION: In 2008, the City entered into an approximate 15-year agreement with Abbott Laboratories to access and utilize an empty fiber optic duct located within Abbott's underground facilities to allow for interconnection between the City's fiber network and the Municipal Services building on Field Drive. While the existing Agreement is set to expire in 2022, the City is desirous of seeking an extension to allow for its continued use of these facilities.

The location of the ducts that are currently begin utilized by the City for interconnection are generally located within Conway Park, and along Route 43 and Waukegan Road. These interconnections allow the City to maintain redundant network service connectivity between the Municipal Services building and other City facilities.

The proposed amendment generally represents a continuation of the terms of the existing Agreement for a period of up to 10 additional years. The only additional modification worth noting is an amendment to the Alternative Dispute Resolution provision to ensure such procedure is non-binding.

A full copy of the First Amendment, and original executed Agreement, can be found on **page 36**.

BUDGET/FISCAL IMPACT: Based on the terms of the Agreement with Abbott Laboratories, general installation and maintenance costs of the fiber ducts and underground facilities are the responsibility of Abbott Laboratories. However, in addition to costs of maintaining the actual fiber optic system, the City shall be responsible for any costs related to repairs or maintenance that is requested beyond Abbott's general maintenance obligations.

COUNCIL ACTION: Authorization for the City Manager and City Clerk to execute a First Amendment to the Fiber Optic Facilities License Agreement between the City of Lake Forest and Abbott Laboratories

6. Approval of Revised Employment Agreement for City Manager Wicha

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

PURPOSE AND ACTION REQUESTED: The Mayor and PCA Committee recommend approval of an updated Employment Agreement for City Manager Jason Wicha.

BACKGROUND/DISCUSSION: The Employment Agreement entered into with City Manager Wicha in December 2018 contains language about relocation expenses and a housing allowance. Since Mr. Wicha has now purchased a home in Lake Forest, the references to relocation expenses are proposed to be removed from the agreement. The housing allowance is also proposed to be eliminated. Alternatively, the annual contribution to a deferred compensation plan is proposed to be increased from 3.0% to 8.75% of base salary, which is a similar amount to the housing allowance. Thus, the cost to the City will be the same in FY2021. Finally, his salary is proposed to be adjusted by 2.5%, which is the same as the general increase for City employees approved in the FY2021 budget.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
PCA	7/2020	Reviewed electronically on an individual basis

BUDGET/FISCAL IMPACT:

The elimination of the housing allowance and adjustment of the deferred compensation contribution is cost-neutral to the City. The salary adjustment is the same general increase approved by the City Council as part of the budget process.

Beginning on **page 56** of your packet is a copy of the revised Employment Agreement.

COUNCIL ACTION: Approval of Revised Employment Agreement for City Manager Wicha

7. Award the Thermoplastic Lane Marking contract to Superior Road Striping, Inc. in the amount of \$94,000.00

STAFF CONTACT: DAN MARTIN, SUPERINTENDENT OF PUBLIC WORKS (810-3561)

PURPOSE AND ACTION REQUESTED: Staff requests approval to award the contract for thermoplastic lane marking to Superior Road Striping.

PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
Public Works Committee	7/8/2020	Reviewed and Recommended Approval

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

One of SPC's annual joint purchasing initiatives is the thermoplastic lane marking bid for member agencies. The City has been participating in the thermoplastic lane marking for the

last 19 years. SPC's lane marking specifications meet Illinois Department of Transportation (IDOT) standards. Bids and selection of the lowest responsible and responsive bidder are approved by IDOT.

The 2020 SPC/IDOT thermoplastic lane marking contract was awarded to Superior Road Striping, Inc. of Melrose Park, Illinois. The table below shows the unit price cost of the contract that City Council approved in 2019. Due to COVID 19, the Suburban Purchasing Cooperative Governing Board has decided that it is in the best interest of our members to extend the SPC 2020 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2020 through April 11, 2021, with no price increases.

Under this contract, Superior Road Striping agrees to all terms and conditions as set forth in the specifications contained within the contract and Superior Road Striping must comply with all IDOT rules and regulations.

Description	UOM	2019 Cost per Unit	2020 Cost per Unit
4" Line	LF	\$0.52	\$0.52
6" Line	LF	\$0.76	\$0.76
12" Line	LF	\$1.52	\$1.52
24" Line	LF	\$3.78	\$3.78
Letters & Symbols	SF	\$3.51	\$3.51
Removal	SF	\$0.41	\$0.41

BUDGET/FISCAL IMPACT: The City of Lake Forest's thermoplastic lane marking zones are split into four. Zone 1 (east of McKinley rd.) which includes all streets, parking lots and crosswalks was completed in 2019.

This year, the City is requesting 134,584 linear feet of thermoplastic pavement marking to zone 2 (east of RT. 41) which includes 4", 6", 12", and 24" wide lines, as well as various letters and symbols. The total cost for the Lake Forest's 2020 contract for striping and marking will be \$94,000.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 6.1D – Government Joint Purchases

The FY2021 budget allocation for the lane marking program is \$94,000 from the Capital Improvement Fund:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
311-5103-467.67-22	\$94,000	\$94,000	Y

COUNCIL ACTION: Award the Thermoplastic Lane Marking contract to Superior Road Striping, Inc. in the amount of \$94,000.00.

8. Consideration of a Recommendation from the Public Works Committee in Support of Amendments to Section 150.391 of the City of Lake Forest Code Relating to Storm Sewers and Surface Drainage (Waive first reading and grant final approval of an Ordinance.)

STAFF CONTACT: Catherine Czerniak, Director of Community Development
847-810-3504

PURPOSE AND ACTION REQUESTED: The Council is asked to consider a recommendation from the Public Works Committee in support of amendments to the City Code for the purpose of updating and clarifying requirements relating to storm sewers and surface drainage.

BACKGROUND AND DISCUSSION: On an ongoing basis, City staff reviews the City Code and recommends clarifications and updates. As we continue to experience heavy storm events, staff has become increasingly aware of situations where residents have installed pipes to drain tile systems, footing drains, yard drains and sump pumps that discharge at or near property lines. The goal of these connections on the part of the property owners who install them is obviously to move water away from their homes and off of their property however, discharging water at or near property lines, rather than allowing pipes to daylight in an area more centrally located in a yard, often impacts neighboring properties, public sidewalks, parkways and streets. This is particularly of concern in the winter when some of these discharge locations cause icing over public sidewalks and streets creating hazardous conditions.

Currently, the City Code does not provide direction on how close to a property line storm water can be discharged. This issue is the impetus for the proposed Code amendments. Staff is also taking this opportunity to recommend some non-substantive updates and clarifications to this section.

When issues have arisen due to stormwater discharge near a property line, staff has encouraged residents to relocate the discharge points away from property lines however, those discussions can be difficult without proper Code language to back up the request. It is important to have supporting language in the Code to allow staff to effectively resolve neighbor disputes around drainage issues resulting from discharge points, and to alleviate problems on public property.

In summary, the proposed changes are as follows:

- Rather than *requiring* connection to a public storm sewer in all cases where one is available, the proposed amendments leave connection of private drainage pipes to the discretion of the City Engineer. Consistent with discussions at the Council in recent months, in some cases, the best solution may *not* involve connection to a public storm sewer but instead, the best solution, from an environmental and system capacity perspective, may be to provide an on site location such as a low spot with wet-tolerant vegetation or a more formal rain garden, to allow water to more slowly infiltrate into the soil on the property.
- An update to the material that should be used as a base and covering for pipes; CA-6, rather than pea gravel, sand or other materials.
- Clarification of the type of pipe required in order to allow storm and sanitary sewers to be located in the same trench.

- A limitation on when connections can be made to road drains. In general, road drains are not adequate to support connections of private drainage systems. The Code language is changed to *only* allow connections to road drains if the City Engineer determines that the road drain is adequate to support the connection.
- Establishes a minimum distance from property lines for discharges from private pipes. As noted above, this is the primary purpose for bringing this amendment forward. Currently, the Code does not address discharge locations and, as a result, off-site impacts are common due to location near the property lines.

The amendments as recommended are detailed in the ordinance beginning on **page 61** of the Council packet. A blackline is also provided in the Council packet beginning on **page 64** to clearly identify the text changes proposed.

BUDGET/FISCAL IMPACT: No fiscal impacts are associated with the proposed amendments however with the clarification and specificity provided by the amended language, staff time spent on storm water related Code enforcement issues may be reduced to some extent.

COUNCIL ACTION: Waive first reading and grant final approval of Amendments to Section 150.391 of the City of Lake Forest Code Relating to Storm Sewers and Surface Drainage.

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

6. ORDINANCES

7. OLD BUSINESS

8. NEW BUSINESS

9. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS
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10. ADJOURNMENT

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

Office of the City Manager

July 15, 2020

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:

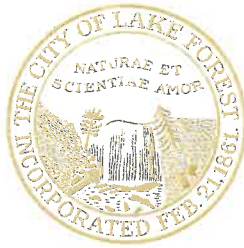
"Be the best-managed, fiscally-responsible and appealing community and promote a community spirit of trust, respect and citizen involvement."

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.



PROCLAMATION

WHEREAS, for the first time since World War II, the McKinlock Post 264 of the American Legion asks all Lake Foresters to take pause on Lake Forest Day, Wednesday, August 5, 2020.

WHEREAS, due to the COVID-19 pandemic, it has not been possible to undertake appropriate exercises and entertainment in celebration of Lake Forest Day, the Legion's annual fundraiser, which brings together the people of our City in the furtherance of civic interest and advancement of community fellowship; and

WHEREAS, the Post has therefore had to cancel the parade and carnival under the restrictions of the CDC guidelines; and

WHEREAS, under these highly unusual world-wide circumstances, let us all remember these wonderful celebrations of the past and continue to support McKinlock Post 264, its local scholarships and various causes;

THEREFORE, be it hereby proclaimed that said LAKE FOREST DAY celebration is declared to be a City Fair in our own backyards, and Wednesday, August 5, 2020, shall be observed as a holiday in The City of Lake Forest and our people are urged to gather with their families in a spirit of comradeship and good will in support of the ideals of our City.

George A. Pandaleon, Mayor

City of Lake Forest
FY21 Appropriation Ordinance
FY2020 Rollovers

GL Number	Vendor Name	Description	Balance
101-1101-435.35-10	AMERICAN LEGAL PUBLISHING CORP	CODIFICATION OF CITY CODE	5,740.95
101-1101-484.84-95	BAYLESS COMMUNICATIONS LLC	MEDIA RELATIONS CONSULTING	5,552.50
101-1101-484.84-95	CENTER FOR INTERNET SECURITY, INC.	ONGOING VULNERABILITY MONITORING	19,200.00
101-1202-414.29-10	JASON WICHA	CITY MANAGER RELOCATION EXPENSES	10,000.00
101-1314-435.35-10	DIRECT RESPONSE RESOURCE INC	VEHICLE PET PARKING PROCESSING	8,695.78
101-1314-435.35-10	AMERICAN PRINTING TECH. INC.	VEHCILE PET PARKING PROCESSING	5,800.00
101-1314-460.60-13	AMERICAN PRINTING TECH. INC.	VEHCILE PET PARKING PROCESSING	6,000.00
101-1601-483.60-17	MIDWEST BIBLE CHURCH PHATOM	CROYA SPRING RETREAT	9,400.00
101-2501-484.84-11	VARIOUS LAKE FOREST BUSINESSES	BUSINESS STIMULUS GRANTS	500,000.00
101-2501-484.84-95	VARIOUS VENDORS	COVID-19 EXPENSES	25,778.37
	VARIOUS FUNDS	COVID-19 TRANSFERS TO OTHER FUNDS	500,000.00
101-3401-435.35-10	TESKA ASSOCIATES INC	COMP PLAN UPDATE RT 60	12,055.98
101-5138-461.61-11	SUPREME CASTING INC	LIGHTING MATERIALS	18,717.20
101-7672-460.60-23	NA	CANINE PROGRAM (GRANT FUNDED)	4,326.00
			1,131,266.78
201-8457-456.67-78	NA	OPEN LANDS	377,100.00
201-8457-467.67-74	HITCHCOCK DESIGN GROUP	SOUTH PARK OSLAD GRANT PROJECT	17,269.22
201-8457-467.67-74	CLAUSS BROTHERS, INC.	SOUTH PARK/OSLAD IMPROVEMENT PROJECT	483,857.00
			878,226.22
202-3703-478.78-92	H W LOCHNER, INC.	LAKE WOODBINE BRIDGE PROJECT - PRELIM ENG	0.00
			0.00
220-5774-484.84-05	ADVANCED TURF SOLUTIONS	TOWNLINE PARK	15,498.64
220-5887-435.35-10	CRAIG BERGMANN LANDSCAPE DESIGN INC	ELAWA FARM DESIGN SERVICES	9,800.00
220-8024-475.75-02	CLAUSS BROTHERS, INC.	SOUTH PARK/OSLAD IMPROVEMENT PROJECT	10,000.00
			35,298.64
224-8026-476.76-56	CLAUSS BROTHERS, INC.	SOUTH PARK/OSLAD IMPROVEMENT PROJECT	40,000.00
224-8026-476.76-56	CREATIVE CONCRETE	WEST PARK SIDEWALK ADDITION	8,312.50
			48,312.50
230-6407-476.76-20	LAKE FOREST LANDMARK DEVELOPMENT	ARCHITECTURAL SERV FOR CEMETERY MEMORIAL SPI	7,849.36
230-6407-476.76-20	CRAIG BERGMANN LANDSCAPE DESIGN INC	LANDSCAPE DESIGN MEMORIAL GARDENS CEMETERY	7,450.00
			15,299.36
311-1303-466.66-11	SENTINEL TECHNOLOGIES, INC.	CISCO CORE SWITCH REPLACEMENT- CATALYST 9400 1U	1,842.00
311-1303-466.66-11	SENTINEL TECHNOLOGIES, INC.	CISCO CORE SWITCH REPLACEMENT- CATALYST 9400 1U	4,537.00
311-1303-466.66-13	NA	ERP CITIZEN REQUEST/WORK ORDER SYSTEM	183,645.00
311-1503-467.67-09	CORE MECHANICAL INC	CITY HALL BOILER REPLACEMENT	34,727.00
311-1503-467.67-10	REEF CONTRACTORS INC	FIRE DEPARTMENT RENOVATIONS - CONSTRUCTION	221,601.00
311-1503-467.67-10	NA	POLICE FIRING RANGE RHAB	60,000.00
311-1503-478.78-58	DIVINCI PAINTERS INC	EXTERIOR PAINTING - EAST CENTER COURTYARD	19,150.00
311-3403-467.67-13	LAKE COUNTY FOREST PRESERVE	REIMBURSEMENT FOR REPLACEMENT PLANTINGS	20,000.00
311-3403-467.67-13	LAKE FOREST OPEN LANDS ASSOCIATION	REPLANTING TREES	20,000.00
311-3703-466.66-26	BAXTER AND WOODMAN INC	WAUKEGAN & WESTLEIGH INTERSECTION DESIGN	14,395.71
311-3703-467.67-11	SCHROEDER ASPHALT SERVICES, INC	ANNUAL PAVEMENT RESURFACING AND PATCHING	50,624.48

GL Number	Vendor Name	Description	Balance
311-3703-467.67-11	SCHROEDER ASPHALT SERVICES, INC	ANNUAL PAVEMENT RESURFACING AND PATCHING	-7,155.00
311-3703-467.67-11	SCHROEDER ASPHALT SERVICES, INC	ANNUAL PAVEMENT RESURFACING AND PATCHING	-17,200.00
311-3703-467.67-26	GUY SCOPELLITI CO., INC.	CEMETERY RAVINE MANHOLE REPAIR	13,525.00
311-3703-467.67-26	DI TOMASSO EXCAVATING	CEMETERY RAVINE MANHOLE REPAIR	5,500.00
311-3703-467.67-26	BLECK ENGINEERING CO INC	RINGWOOD ROAD RAVINE REPAIR DESIGN	24,425.00
311-3703-467.67-26	NORTH SHORE BORING	MAYFLOWER RAVINE REPAIR (STORM SEWER WORK)	34,710.00
311-3703-478.78-27	SCHROEDER & SCHROEDER, INC.	WAUKEGAN ROAD CONCRETE	19,800.00
311-3703-478.78-27	PETER BAKER & SON	WAUKEGAN ROAD SIDEWALK REPLACEMENT (DONOI	429,308.00
311-3703-478.78-81	CIVILTECH ENGINEERING INC	EVERETT ROAD/WAUKEGAN ROAD INTERSECTION IMI	0.00
311-3703-478.78-89	HANSON PROFESSIONAL SERVICES INC.	PHASE I DESIGN OF BRIDGE ALTERNATIVE	143,504.73
311-3703-478.78-94	GEWALT HAMILTON ASSOCIATES, INC.	DEERPATH STREETSCAPE PHASE I DESIGN	75,400.30
311-3703-478.78-94	CRAIG BERGMANN LANDSCAPE DESIGN INC	DEERPATH STREETSCAPE PHASE I DESIGN	8,462.50
311-5103-467.67-22	SUPERIOR ROAD STRIPING INC	THERMOPLASTIC LANE MARKING	10,352.98
311-5203-435.35-51	NORMAN DESIGN COMPANY, LLC	SANITATION RECYCLING EDUCATION	8,124.62
311-5803-467.67-13	ARTHUR WEILER INC	TREE PLANTING	15,000.00
311-8003-476.76-08	CAREY'S HEATING & AIR CONDITIONING	STIRLING HALL RTU REPLACEMENT	26,323.00
			1,420,603.32
501-6072-435.35-10	FLOLO CORPORATION	REBUILD RWP 130	15,750.00
501-6072-435.35-10	LION HEART ENGINEERING P.C.	REPLACEMENT OF EAST GENSET CDVR	5,235.00
501-6073-461.61-11	VULCAN CONSTRUCTION MATERIALS, LLC	CA-6 STONE RESTOCKING	8,081.00
			29,066.00
508-6003-477.77-04	SCHROEDER ASPHALT SERVICES, INC	ASPHALT DRIVE AT WATER PLANT	65,000.00
			65,000.00
510-6325-476.76-55	NA	Deerpath Clubhouse Fire Suppression System	66,000.00
510-6325-476.76-55	LOVERDE CONSTRUCTION CO., INC.	DEERPATH GOLF COURSE WATER MAIN EXTENSION	154,071.00
			220,071.00
601-5901-461.61-10	PB LOADER CORPORATION	SALT SPREADING & PLOW MOUNTING PARTS	52,729.00
			52,729.00
Total Rollover Request			3,895,872.82

THE CITY OF LAKE FOREST
Appropriation Ordinance Worksheet

	Budget Expenditures FY2021	Debt Payments	Rollovers	Library	Subtotal	Contingency	Approp Ord
101 General Fund	35,867,170		1,131,267		36,998,437	3,699,844	40,698,281
120 Flex	9,800				9,800	980	10,780
Special Revenue Funds							
201 Park & Public Land	430,000		878,226		1,308,226	130,823	1,439,049
202 MFT	1,750,000				1,750,000	175,000	1,925,000
205 Emergency Telephone	275,656				275,656	27,566	303,222
210 Senior Resources	605,708				605,708	60,571	666,279
220 Parks and Recreation (incl Rec Dev)	9,372,112		35,299		9,407,411	940,741	10,348,152
223 Parks Equip Reserve	155,000				155,000	15,500	170,500
224 Special Recreation	498,839		48,313		547,152	54,715	601,867
230 Cemetery	2,597,224		15,299		2,612,523	261,252	2,873,775
245 Foreign Fire Insurance	100,000				n/a		0
247 Police Restricted Funds	88,000				88,000	8,800	96,800
248 Housing Trust	565,000				565,000	56,500	621,500
Capital Project Funds							
311 Capital Improvement	4,263,100		1,420,603		5,683,703	568,370	6,252,073
322 Laurel/Western Redevelopment TIF	595,454				595,454	59,545	654,999
Debt Service Funds							
422 SSA 25 - Knollwood Sewer	76,275	(76,275)			0		0
423 SSA 26 - Waukegan Sewer	20,830	(20,830)			0		0
424 SSA 29 - Saunders Road	149,943	(149,943)			0		0
425 2004B - Storm Sewer	523,427	(523,427)			0		0
428 2009 G.O. Bonds - Western Avenue	256,045	(256,045)			0		0
429 2010 G.O. Bonds	577,225	(577,225)			0		0
432 2013 Refunding 2010A	753,515	(753,515)			0		0
433 2015 G.O. Bonds	583,050	(583,050)			0		0
Enterprise Funds							
501 Water & Sewer	8,300,736		29,066		8,329,802	832,980	9,162,782
508 Water and Sewer Capital	1,415,000		65,000		1,480,000	148,000	1,628,000
510 Deerpath Golf Course	1,880,597		220,071		2,100,668	210,067	2,310,735
Internal Service Funds							
601 Fleet	1,991,365		52,729		2,044,094	204,409	2,248,503
605 Liability Insurance	1,252,787				1,252,787	125,279	1,378,066
610 Self Insurance	5,585,000				5,585,000	558,500	6,143,500
Pension/Trust Funds							
701 Fire Pension	3,183,590				3,183,590	318,359	3,501,949
702 Police Pension	3,360,806				3,360,806	336,081	3,696,887
709 Trust Care Funds							
Total All Funds	87,083,254	(2,940,310)	3,895,873	0	87,938,817	8,793,882	96,732,699
Library				4,431,108	4,431,108	443,111	4,874,219
				4,431,108	92,369,925	9,236,993	101,606,918
SD 67					37,773,382		37,773,382
Appropriation Ordinance Total							139,380,300

**AN ORDINANCE MAKING APPROPRIATION FOR CORPORATE PURPOSES AND
FOR THE PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST, COUNTY OF
LAKE AND STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING
MAY 1, 2020 AND ENDING APRIL 30, 2021**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST,
an Illinois special charter and home rule municipal corporation
located in Lake County, Illinois, as follows:**

Section 1: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby appropriated from the respective fund designated in this ordinance for the corporate purposes of The City of Lake Forest and for the objects and purposes stated herein according to departments and other separate agencies, and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, to defray the necessary expenses of the City and its Public Schools for the fiscal year commencing May 1, 2020 and ending April 30, 2021.

GENERAL FUND

General Government

Salaries and Benefits	\$ 3,262,160
Supplies/Other Services and Charges	4,976,048
Capital Equipment	
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,699,844
TOTAL GENERAL GOVERNMENT	\$ 11,938,052

Law

Contractual Services	\$ 450,000
TOTAL LAW	\$ 450,000

Community Development

Salaries and Benefits	\$ 1,687,777
Supplies/Other Services and Charges	343,047
Capital Equipment	-
TOTAL COMMUNITY DEVELOPMENT	\$ 2,030,824

Public Works Administration

Salaries and Benefits	\$ 455,925
Supplies/Other Services and Charges	89,191
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 545,116

Public Buildings

<u>Building Maintenance</u>	
Salaries and Benefits	\$ 925,137
Supplies/Other Services and Charges	679,217
TOTAL PUBLIC BUILDINGS	\$ 1,604,354

	<u>Appropriation</u>
<u>Streets</u>	
Salaries and Benefits	\$ 1,200,823
Supplies/ Other Service and Charges	732,117
TOTAL STREETS	<u>\$ 1,932,940</u>
<u>Sanitation</u>	
Salaries and Benefits	\$ 1,420,079
Supplies/ Other Service and Charges	1,087,287
TOTAL SANITATION	<u>\$ 2,507,366</u>
<u>Storm Sewers</u>	
Salaries and Benefits	\$ 141,959
Supplies/ Other Service and Charges	29,900
TOTAL STORM SEWERS	<u>\$ 171,859</u>
<u>Engineering</u>	
Salaries and Benefits	\$ 626,517
Supplies/ Other Service and Charges	371,658
TOTAL ENGINEERING	<u>\$ 998,175</u>
<u>Fire</u>	
<u>Administration</u>	
Salaries and Benefits	\$ 4,985,103
Supplies/ Other Service and Charges	2,394,304
Sub-Total	<u>\$ 7,379,407</u>
<u>Emergency Medical Services</u>	
Supplies/ Other Service and Charges	\$ 28,813
Sub-Total	<u>\$ 28,813</u>
<u>Fire Suppression</u>	
Supplies/ Other Service and Charges	\$ 103,000
Sub-Total	<u>\$ 103,000</u>
TOTAL FIRE	<u>\$ 7,511,220</u>
<u>Police</u>	
Salaries and Benefits	\$ 6,707,335
Supplies/ Other Service and Charges	4,301,040
TOTAL POLICE	<u>\$ 11,008,375</u>
TOTAL AMOUNT APPROPRIATED FROM THE GENERAL FUND	<u>\$ 40,698,281</u>

	<u>Appropriation</u>
<u>FLEX FUND</u>	
Supplies/Other Services and Charges	\$ 9,800
Contingency to meet expenses of emergencies and expenses not otherwise provided for	980
TOTAL AMOUNT APPROPRIATED FROM Flex Fund	<u>\$ 10,780</u>
<u>PARK AND PUBLIC LAND FUND</u>	
Park Improvements	\$ 1,308,226
Contingency to meet expenses for emergencies and expenses not otherwise provided for	130,823
TOTAL AMOUNT APPROPRIATED FROM THE PARK AND PUBLIC LAND FUND	<u>\$ 1,439,049</u>
<u>MOTOR FUEL TAX FUND</u>	
Capital Improvements	\$ 1,750,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	175,000
TOTAL AMOUNT APPROPRIATED FROM THE MOTOR FUEL TAX FUND	<u>\$ 1,925,000</u>
<u>EMERGENCY TELEPHONE FUND</u>	
<u>Police</u>	
Salaries and Benefits	\$ -
Supplies/ Other Service and Charges	275,656
Capital Equipment	-
Contingency to meet expenses for emergencies and expenses not otherwise provided for	27,566
TOTAL POLICE	<u>\$ 303,222</u>
TOTAL AMOUNT APPROPRIATED FROM THE	<u>\$ 303,222</u>
<u>SENIOR RESOURCES COMMISSION FUND</u>	
Salaries and Benefits	\$ 382,828
Supplies/Other Services and Charges	222,880
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	60,571
TOTAL AMOUNT APPROPRIATED FROM THE SENIOR RESOURCES COMMISSION FUND	<u>\$ 666,279</u>

PARKS AND RECREATION FUND

Appropriation

Recreation

Recreation Programs

Salaries and Benefits	\$ 3,513,537
Supplies/ Other Service and Charges	1,827,943
Capital Equipment	-
Sub-Total	<u>\$ 5,341,480</u>

Parks Equipment Reserve 155,000

Contingency to meet expenses of emergencies and expenses
not otherwise provided for 956,241

TOTAL RECREATION SECTION \$ 6,452,721

Parks and Forestry

Administration

Salaries and Benefits	\$ 2,619,835
Supplies/ Other Service and Charges	676,846
Capital Equipment	155,000
Sub-Total	<u>\$ 3,451,681</u>

Grounds Maintenance

Supplies/ Other Service and Charges	\$ 385,500
Sub-Total	<u>\$ 385,500</u>

Athletic Field Plg/Tennis

Supplies/ Other Service and Charges	\$ 97,500
Sub-Total	<u>\$ 97,500</u>

Lakefront Facilities

Supplies/ Other Service and Charges	\$ 36,500
Capital Equipment	-
Sub-Total	<u>\$ 36,500</u>

Tree Trimming

Supplies/ Other Service and Charges	\$ 45,750
Sub-Total	<u>\$ 45,750</u>

Tree Removal

Supplies/ Other Service and Charges	\$ 21,500
Sub-Total	<u>\$ 21,500</u>

Insect & Disease

Supplies/ Other Service and Charges	\$ 15,000
Sub-Total	<u>\$ 15,000</u>

Tree & Shrub Planting/Care

Supplies/ Other Service and Charges
Sub-Total

Appropriation

\$	12,500
\$	12,500

TOTAL PARKS AND FORESTRY SECTION

\$	4,065,931
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**TOTAL AMOUNT APPROPRIATED FROM THE
PARKS AND RECREATION FUND**

\$	10,518,652
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SPECIAL RECREATION FUND

Salaries and Benefits
Supplies/Other Services and Charges
Capital Improvements
Contingency to meet expenses for emergencies and capital
improvements not otherwise provided for

\$	57,182
	289,971
	199,999
	54,715

**TOTAL AMOUNT APPROPRIATED FROM THE
SPECIAL RECREATION FUND**

\$	601,867
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CEMETERY COMMISSION FUND

Salaries and Benefits
Supplies/Other Services and Charges
Capital Improvements
Contingency to meet expenses of emergencies and operational
expenses not otherwise provided for

\$	437,742
	299,482
	1,875,299
	261,252

**TOTAL AMOUNT APPROPRIATED FROM THE
CEMETERY COMMISSION FUND**

\$	2,873,775
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PUBLIC LIBRARY FUND**Library Services**

Salaries and Benefits
Supplies/Other Services and Charges
Building Maintenance - Supplies/Other Services and Charges
Contingency to meet expenses of emergencies and
operational expenses not otherwise provided for
Sub-Total

\$	2,629,805
	1,311,303
\$	240,000
	443,111
\$	4,624,219

Capital Equipment
Capital Improvements
Sub-Total

\$	125,000
	125,000
\$	250,000

**TOTAL AMOUNT APPROPRIATED FROM THE
PUBLIC LIBRARY FUND**

\$	4,874,219
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POLICE RESTRICTED FUND**Appropriation**

Supplies/Other Services and Charges	\$ 88,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	8,800
TOTAL AMOUNT APPROPRIATED FROM ALCOHOL ASSET FORFEITURE FUND	\$ 96,800

HOUSING TRUST FUND

Supplies/Other Services and Charges	\$ 565,000
Capital Improvements	-
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	56,500
TOTAL AMOUNT APPROPRIATED FROM THE HOUSING TRUST FUND	\$ 621,500

CAPITAL IMPROVEMENTS FUND

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	6,750
Capital Equipment	812,000
Capital Improvements	4,864,953
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	568,370
TOTAL AMOUNT APPROPRIATED FROM THE CAPITAL IMPROVEMENTS FUND	\$ 6,252,073

LAUREL/WESTERN REDEVELOPMENT

Supplies/Other Services and Charges	495,454
Capital Improvements	\$ 100,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	59,545
TOTAL AMOUNT APPROPRIATED FROM THE RT 60 INTERSECTION FUND	\$ 654,999

WATER AND SEWER FUND**General Government**

Salaries and Benefits	\$ 253,196
Supplies/Other Services and Charges	2,040,423
Debt retirement	2,445,337
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	832,980
TOTAL GENERAL GOVERNMENT	\$ 5,571,936

Public Works

Salaries and Benefits	\$ 2,261,910
Supplies/Other Services and Charges	1,328,936
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 3,590,846

**TOTAL AMOUNT APPROPRIATED FROM THE
WATER AND SEWER FUND**

\$ 9,162,782

WATER AND SEWER CAPITAL FUND

Capital Equipment	\$ 120,000
Capital Improvements	1,360,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	148,000
TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER CAPITAL FUND	\$ 1,628,000

DEERPATH GOLF COURSE FUND**Administration**

Salaries and Benefits	\$ 518,731
Supplies/Other Services and Charges	424,145
Capital Equipment	50,000
Capital Improvements	220,071
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	210,067
TOTAL ADMINISTRATION	\$ 1,423,014

Course Maintenance

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	149,290
TOTAL COURSE MAINTENANCE	\$ 149,290

Clubhouse

Salaries and Benefits	\$ 170,921
Supplies/Other Services and Charges	567,511
TOTAL CLUBHOUSE	\$ 738,432

**TOTAL AMOUNT APPROPRIATED FROM THE
DEERPATH GOLF COURSE FUND**

\$ 2,310,736

FLEET FUND**Appropriation**

Salaries and Benefits	\$ 786,179
Supplies/Other Services and Charges	1,257,915
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	204,409
TOTAL AMOUNT APPROPRIATED FROM THE FLEET FUND	\$ 2,248,503

LIABILITY INSURANCE FUND

Supplies/Other Services and Charges	\$ 1,252,787
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	125,279
TOTAL AMOUNT APPROPRIATED FROM THE LIABILITY INSURANCE FUND	\$ 1,378,066

SELF INSURANCE FUND

Supplies/Other Services and Charges	\$ 5,585,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	558,500
TOTAL AMOUNT APPROPRIATED FROM THE SELF INSURANCE FUND	\$ 6,143,500

FIREFIGHTERS' PENSION FUND

Other Services and Charges	\$ 3,183,590
Contingency to meet expenses for emergencies and expenses not otherwise provided for	318,359
TOTAL AMOUNT APPROPRIATED FROM THE FIREFIGHTERS' PENSION FUND	\$ 3,501,949

POLICE PENSION FUND

Other Services and Charges	\$ 3,360,806
Contingency to meet expenses for emergencies and expenses not otherwise provided for	336,081
TOTAL AMOUNT APPROPRIATED FROM THE POLICE PENSION FUND	\$ 3,696,887

PUBLIC SCHOOLS THE CITY OF LAKE FOREST**Appropriation****School District No. 67**

From the Education Fund	\$ 29,990,641
From the Operations, Building and Maintenance Fund	2,583,260
From the Capital Projects Fund	3,335,789
From the Illinois Municipal Retirement/Social Security Fund	873,105
From the Transportation Fund	990,587
TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)	\$ 37,773,382

Summary of the Amounts Appropriated From the Several Funds**Fund****Appropriation**

General	\$ 40,698,281
Flex	10,780
Park and Public Land	1,439,049
Motor Fuel Tax	1,925,000
Emergency Telephone	303,222
Senior Resources Commission	666,279
Parks and Recreation	10,518,652
Special Recreation	601,867
Cemetery Commission	2,873,775
Public Library	4,874,219
Alcohol Asset Forfeiture	96,800
Affordable Housing	621,500
Capital Improvements	6,252,073
Laurel/Western Redevelopment	654,999
Water and Sewer	9,162,782
Water and Sewer Capital Fund	1,628,000
Deerpath Golf Course	2,310,736
Fleet	2,248,503
Liability Insurance	1,378,066
Self Insurance	6,143,500
Firefighters' Pension	3,501,949
Police Pension	3,696,887
Sub-Total	\$ 101,606,918

The City of Lake Forest School District No. 67

Education	\$ 29,990,641
Operations, Building and Maintenance	\$ 2,583,260
Capital Projects	\$ 3,335,789
Illinois Municipal Retirement/Social Security	\$ 873,105
Transportation	\$ 990,587
Sub-Total	\$ 37,773,382

GRAND TOTAL**\$ 139,380,300**

Section 2: That any sum of money heretofore appropriated and not expended now in the Treasury of The City of Lake Forest, or that hereafter may come into the Treasury of The City of Lake Forest, is hereby reappropriated by this Ordinance.

Section 3: That the funds derived from sources other than the 2019 tax levy and other revenue pledged for specific purposes may be allotted by the Mayor and City Council to such appropriations and in such amounts respectively, as said Corporate Authorities may determine within the limits of said appropriations, respectively, insofar as doing same does not conflict with the law.

Section 4: That any unexpended balances of any items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any other item in the same general appropriation made by this Ordinance and is hereby appropriated therefore.

Section 5: That any sum of money received for a specific purpose or category of expenditure from any source other than real estate taxes (including without limitation grants and donations) that is not specifically authorized by this appropriation ordinance shall be authorized for expenditure upon acceptance of such sum of money by the City, provided that such expenditure is approved in accordance with applicable City ordinances and procedures.

Section 6: That the sum of money that the Corporate Authorities of the City (or such subordinate body of the City empowered to authorize the expenditure of funds) have approved, or will approve, to satisfy a lawful debt of the City, and for which money is available in the Treasury (or in the specific fund over which a subordinate body may have authority) at the time of such approval, is hereby appropriated by this ordinance.

Section 7: That if any item or portion thereof of this Appropriation Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remaining portions of this Ordinance.

Section 8: The City Council shall at any time have the power, to make transfers of sums of money appropriated for one corporate object or purpose, but no appropriation for any object or purposes shall thereby be reduced below any amount sufficient to cover all obligations incurred or to be incurred against such appropriation.

Section 9: At any time during the fiscal year when an expenditure shall exceed the amounts set forth in this ordinance and there are funds available in the City's Treasury, the City Council may approve such expenditure and grant a supplemental appropriation for such purpose contemporaneously.

Section 10: This ordinance shall be in force ten (10) days from and after its

passage, approval and publication.

PASSED THIS ____ day of _____, 2020

APPROVED THIS ____ day of _____, 2020

ATTEST:

City Clerk

That this ordinance be published in pamphlet form and be made available to the public at the City Hall service counter.

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, June 15, 2020
City Council Meeting - City Council Chambers
REMOTE ACCESS MEETING

The City Clerk asked for a motion to appoint Alderman Rummel as Mayor Pro Tem.

Alderman Bushchmann made a motion to appoint Alderman Rummel as Mayor Pro Tem, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried

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

Present: Honorable Mayor Pandaleon (present), Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber.

Absent: none

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

REPORTS OF CITY OFFICERS

***Please note Mayor Pro Tem Rummel advanced the meeting. When the Mayor returned at 6:34 p.m., he proceeded with the meeting.

COMMENTS BY MAYOR

A. COVID 19 Financial Impact Update
- Elizabeth Holleb, Finance Director

Finance Director Elizabeth Holleb gave a brief update on the COVID-19 impacts on City operations and finances. Since the last update on May 18, Director Holleb noted that some City buildings have opened to the public with staggered shifts for staff. She gave an overview of the impacted sales tax revenues and income tax revenues. She further discussed that the Capital Improvement Fund will be reported next month, due to the 90 day lag for sales taxes receipts.

The City Council had discussion on the Kelmscott Park sale closing and the impact it will have on the TIF district for fiscal year 2022.

Mayor Pandaleon made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pandaleon has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this June 15, 2020 City Council meeting is being held remotely.

COMMENTS BY CITY MANAGER

A. Golf Operations Status Update
- Vince Juarez, General Manager

City Manager Jason Wicha introduced Deerpath Golf Course Manager, Vince Juarez. He gave a detailed update on the Deerpath Golf Course operations and the impacts of COVID-19 during April and May. He noted that the Club was able to open on May 1, 2020 with restrictions and lessened restrictions on May 29. Mr. Juarez stated that curbside delivery and online ordering are available and that the Club is looking forward to opening the patio, helping increase overall revenue as well as increasing the rounds of golf that could be played.

The City Council had discussion on the concession hours at the beach. The City Council commended Vince and his team for the work they have done to maintain safety and revenues at the Club.

B. Community Spot Light

- **CROYA Celebrates 40 Years**
 - a. **Todd Nahigian CROYA Manager**
- **“Spirit of CROYA” Margot Martino Essay Contest**
 - a. **Haley Banta, Scholarship Recipient**
 - b. **Ava Manelis, Scholarship Recipient**

City Manager Jason Wicha introduced Todd Nahigian, CROYA Manager. Mr. Nahigian thanked both Alderman Moreno, and Alderman Karras as the CROYA liaisons for their work with the organization. He gave a brief history of CROYA and thanked the founding members of the organization. He noted CROYA’s 40th Anniversary which took place on Jun 6, 2020. He reported on plans for the CROYA end of the year celebration scheduled to take place on Saturday, August 29 from 5:00 pm – 9:00 pm, if the State of Illinois moves forward with allowing large gatherings.

Mr. Nahigian then introduced the first scholarship recipient, Haley Banta, who served as the CROYA Youth Chairman during her senior year of high school. Haley Banta recited her award winning essay to the City Council.

Mr. Nahigian introduced the second scholarship recipient, Ava Manelis, who served as the Graphic Design Chair on the Youth Executive Committee during her senior year. Ava Manelis recited her award winning essay to the City Council.

Mr. Nahigian thanked both recipients for their presentations, and thanked the community for 40 years of support.

The City Council thanked Todd for his work with organizing CROYA events and working with the students involved.

City Manager Jason Wicha made a brief announcement of the July 6, 2020 regular City Council meeting being canceled.

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

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

COMMITTEE REPORTS

FINANCE COMMITTEE

1. Consideration of the Annual Appropriation Ordinance for FY2021 and Approval of Rollovers (First Reading)

Finance Director Elizabeth Holleb presented the annual appropriation ordinance and explained that the additional fund rollovers that are included in the FY20 budget are from projects that were not started or completed in the previous fiscal year. She summarized that this ordinance is asking for those funds to be carried over into FY21 so that the project can be completed. She explained that a public hearing must also be completed in concurrence with this passing for final approval.

COUNCIL ACTION: Consideration of the Annual Appropriation Ordinance for FY2021 and Approval of Rollovers (First Reading)

Alderman Bushchmann made a motion to approve First Reading of the Annual Appropriation Ordinance for FY2021 and Approval of Rollovers, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting**
- 2. Approval of the June 1, 2020 City Council Meeting Minutes**
- 3. Approval of a Resolution for the Student Members of the Executive Board at CROYA**
- 4. Approval to enter into a Three-Year Professional Services Agreement (with a two-year renewal option) with Automated Merchant Systems to provide credit card processing services**
- 5. Approval of an Ordinance amending City Code Section 38 Related to Purchasing (Waive First Reading and Grant Final Approval)**
- 6. Approve the Purchase of Dual Band Capable Portable Radios for the Fire Department from state bid vendor Motorola Solutions**
- 7. Award of Proposal to Thelen Materials, LLC. for a Three-Year Compost Center Transferring Agreement for the Sum of \$109,000 per Year**
- 8. Authorization for the City Manager to enter into a Professional Services Agreement with Strand Associates and Donahue & Associates, Inc. for Professional Water Plant Engineering Services**
- 9. Award of Proposal to McMahon Associates for the Water Distribution Study & Watermain Replacement Prioritization Plan in the Amount of \$36,400**

COUNCIL ACTION: Approval of the nine (9) Omnibus items as presented

Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion.

Alderman Bushchmann made a motion to approve the nine (9) Omnibus items as presented, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. 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

OLD BUSINESS

NEW BUSINESS

1. Approval of an Amended and Restated Intergovernmental Service Agreement between the City of Lake Forest and the Village of Lake Bluff

City Manager Jason Wicha reported on the proposed amended intergovernmental agreement between The City of Lake Forest and The Village of Lake Bluff, noting changes reflect services provided and the billing section for emergency medical services.

COUNCIL ACTION: Approval of an Amended and Restated Intergovernmental Service Agreement between the City of Lake Forest and the Village of Lake Bluff

Alderman Rummel made a motion to approve an Amended and Restated Intergovernmental Service Agreement between the City of Lake Forest and the Village of Lake Bluff, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

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

Alderman Weber stated she and Alderman Karras had the opportunity to visit the Fire Department and see the new fire engine and present them a cake on behalf of the City Council.

Mayor Pandaleon thanked City Staff for being flexible and accommodating the demonstration that took place in Market Square.

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Rummel made a motion to adjourn, seconded by Alderman Buschmann. Motion carried unanimously by voice vote at 7:52 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. Click on I Want To, then click on View, then choose Archived Meetings Videos.

FIRST AMENDMENT TO FIBER OPTIC FACILITIES LICENSE AGREEMENT

This First Amendment (“**Amendment**”) dated as of this ____ day of _____ (“**Effective Date**”) is by and between ABBOTT LABORATORIES, an Illinois corporation (“**Abbott**”) and THE CITY OF LAKE FOREST, an Illinois home rule municipality (“**Lake Forest**”), (collectively the “**Parties**”).

RECITALS

WHEREAS, on August 18, 2008, the Parties entered into an agreement entitled the “Fiber Optic Facilities License Agreement” (“**Agreement**”); and

WHEREAS, pursuant to the Agreement, Abbott granted Lake Forest a revocable license to use one of the ducts in Abbott’s underground facilities located in and around Conway Farms, Route 43 and Route 60 for Lake Forest’s fiber optic cable equipment; and

WHEREAS, the term of the Agreement expires on August 30, 2022 and the Parties, having agreed that the Agreement has been mutually beneficial for each Party, now seek to extend the term of the Agreement an additional ten (10) years and otherwise retain the same terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.

2. Term. Paragraph 2 of the Agreement is amended by deleting the expiration date “30th day of August, 2022” and inserting “30th day of August, 2032.”

3. Notices. The notice addresses for Abbott and the City in paragraph 12 of the Agreement shall be deleted and replaced with the following new notice addresses:

Abbott Laboratories
Department 315, Bldg. AP52S
200 Abbott Park Road
Abbott Park, Illinois 60064 3537
Attention: Senior Director of Corporate Real Estate

With copy to:

Abbott Laboratories
Legal Regulatory
Department 32RC, Bldg. AP6A-1
100 Abbott Park Road

Abbott Park, Illinois 60064
Attention: Real Estate Matter

City of Lake Forest
220 East Deerpath Avenue
Lake Forest, Illinois 60045
Attn: City Manager Jason Wicha

4. Alternative Dispute Resolution. Paragraph 27 of the Agreement is hereby amended as follows (deletions in strikethrough, additions in **bold** and underline):

27. Alternative Dispute Resolution. Notwithstanding anything to the contrary contained in this License, the Parties recognize that bona fide disputes may arise which relate to the parties' rights and obligations under this License. **Prior to a party initiating litigation arising from such a dispute**, the parties agree that any such dispute shall be **submitted to non-binding** ~~resolved by~~ Alternative Dispute Resolution ("ADR") in accordance with the procedure set forth in Exhibit B.

5. Alternative Dispute Resolution Exhibit. The Alternative Dispute Resolution ("ADR") set forth in Exhibit B shall be deleted and replaced with the procedure attached hereto as Exhibit B.

6. Remaining Terms Unchanged. Except as changed by this Amendment, all other terms and conditions in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.

ABBOTT LABORATORIES

THE CITY OF LAKE FOREST

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT B

ALTERNATIVE DISPUTE RESOLUTION

The Parties recognize that from time to time a dispute may arise relating to either Party's rights or obligations under this Agreement. The Parties agree that any such dispute shall first be submitted to the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit before initiating litigation, the result of which shall not be binding upon the Parties.

To begin the ADR process, a Party first must send written notice of the dispute to the other Party for attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the Parties fail to meet within such twenty-eight (28) days, either Party may initiate an ADR proceeding as provided herein. The Parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other Party may, by written notice to the Party initiating the ADR, add additional issues to be resolved within the same ADR.
2. Within twenty-one (21) days following the initiation of the ADR proceeding, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party, its subsidiaries or affiliates.
3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the Parties. The ADR proceeding shall take place at a location agreed upon by the Parties. If the Parties cannot agree, the neutral(s) shall designate a location other than the principal place of business of either Party or any of their subsidiaries or affiliates.
4. At least seven (7) days prior to the hearing, each Party shall submit the following to the other Party and the neutral(s):
 - a. a copy of all exhibits on which such Party intends to rely in any oral or written presentation to the neutral;
 - b. a list of any witnesses such Party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

- c. a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The Parties agree that neither side shall seek as part of its remedy any punitive damages.
- d. a brief in support of such Party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

- 5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:
 - a. Each Party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each Party has had the five (5) hours to which it is entitled.
 - b. Each Party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the Party conducting the cross-examination.
 - c. The Party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding Party. The responding Party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.
 - d. Except when testifying, witnesses shall be excluded from the hearing until closing arguments.
 - e. Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.
- 6. Within seven (7) days following completion of the hearing, each Party may submit to the other Party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall

not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.
8. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:
 - a. If the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.
 - b. If the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.
9. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.
10. All ADR hearings shall be conducted in the English language.



TO: Marcus A. Peccia
The City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

DATE: August 18, 2008

FROM: Patricia Vandergrift
D-316/AP52
T: (847)936-8346
F: (847)937-1533

FedX #7998-9472-7587

Please find enclosed a fully executed Fiber Optic Facilities License Agreement.

We have retained a fully executed original for our files.

Thank you,

Patricia Vandergrift
Assistant to Marilyn J. Kasko
Abbott Laboratories
Corporate Real Estate
200 Abbott Park Rd.
D-316/AP52-S
Abbott Park, IL 60064

T: (847) 936-8346
F: (847) 937-1533
Pat.vandergrift@abbott.com

FIBER OPTIC FACILITIES LICENSE AGREEMENT

By this license (the "**License**") dated as of this 18th day of August, 2008, ABBOTT LABORATORIES, an Illinois corporation ("**Abbott**"), hereby licenses THE CITY OF LAKE FOREST, MUNICIPAL SERVICES, an Illinois municipality ("**Lake Forest**"), under the following terms and conditions, to use that portion of Abbott's property for the purposes hereinafter set forth.

RECITALS:

A. Pursuant to that certain ROW Permit (the "**LF Permit**") issued by Lake Forest on June 14, 2001, Abbott is the owner of certain underground facilities located throughout Conway Park business park, in Lake Forest, Illinois (the "**Conway Park Facilities**").

B. Pursuant to that certain Utility Permit (the "**IDOT Permit**") issued by the Illinois Department of Transportation on October 27, 2000, Abbott is the owner of certain underground facilities located on Route 43 and Route 60 as more particularly described in the IDOT Permit (the "**IDOT Facilities**").

C. The Conway Park Facilities and the IDOT Facilities (together, "**Abbott's Facilities**") include a pipe which contains three independent cabling ducts.

D. One of the ducts contains fiber optic cable that interconnects Abbott's various Lake Forest facilities and the remaining two ducts are currently unused.

E. Lake Forest seeks to utilize one of the empty ducts in Abbott's Facilities (the "**Licensed Premises**"), which are legally described and/or depicted on Exhibit A attached hereto and made a part hereof, to run its own fiber optic lines.

F. Abbott desires to grant Lake Forest a revocable license to use one of the empty ducts for fiber optic cable purposes upon the terms and conditions contained herein.

1. **Recitals.** The recitals set forth in this License are incorporated herein by this reference, and made a part hereof as if fully set forth as paragraphs in this License.

2. **Term.** The term of this License (the "**Term**") shall be for the period commencing on the 18th day of August, 2008, and expiring on the 30th day of August, 2022, unless sooner terminated as hereinafter provided. This License shall terminate in the event that either the IDOT Permit or the LF Permit (together, the "**Abbott's Permits**") expire, terminate or are revoked. Furthermore, Lake Forest acknowledges and agrees that Abbott shall have no liability (WHETHER FROM DIRECT, INDIRECT, CONSEQUENTIAL, LOST PROFITS OR REVENUES, PUNITIVE OR OTHER DAMAGES) to Lake Forest in the event that either the IDOT Permit or the LF Permit expire, terminate or are revoked. Notwithstanding

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the foregoing, Abbott shall use commercially reasonable efforts (but Abbott shall not be required to make payments) to prevent Abbott's Permits from expiring, terminating or being revoked.

3. **Purpose.** The Licensed Premises shall be used by Lake Forest to house fiber optic cables interconnecting the City of Lake Forest's municipal properties (the "**Lake Forest Fiber Optic System**").

4. **License Fees.** In consideration of the rights granted herein, Lake Forest agrees to pay Abbott a one time lump sum payment of \$10.00 upon execution of this License.

5. **Installation and Maintenance of Licensed Premises.**

(a) **In General.** The Licensed Premises are part of Abbott's Facilities, and Abbott will provide Lake Forest with copies of any as-built construction drawings of the Licensed Premises, which Abbott has. In addition, upon request by Lake Forest, Abbott will make good faith efforts to locate and mark Abbott's Facilities before any entity undertakes any excavation or construction activity impacting the Abbott's Facilities; to the extent available, Abbott may enroll in the J.U.L.I.E. system in furtherance of its good faith efforts. Notwithstanding the foregoing, Lake Forest shall be responsible for locating the Lake Forest Fiber Optic System beyond the point where it joins or connects to Abbott's Facilities. Abbott's good faith efforts to locate and mark Abbott's Facilities shall not relieve any entity undertaking excavation or construction activity in the vicinity of Abbott's Facilities from such entity's obligation to locate and mark all underground utilities prior to undertaking such work. In addition, Abbott and Lake Forest will cooperate in sharing information regarding the Abbott Facilities, the Licensed Premises, and the Lake Forest Fiber Optic System in order to minimize disruption and ensure compatibility of systems and activities between the parties.

(b) **Installation of Abbott's Facilities and the Licensed Premises.** Abbott has installed the Abbott Facilities and the Licensed Premises without cost or expense to Lake Forest. Abbott will ensure that a pull-string is available to Lake Forest throughout the length of the Licensed Premises.

(c) **Maintenance and Repair of Abbott's Facilities and the Licensed Premises.** Except as otherwise expressly provided in this Agreement, Abbott will have sole responsibility for maintenance and repair of Abbott's Facilities and the Licensed Premises. All such maintenance and repair shall be conducted by Abbott in accordance with good engineering standards, all requirements of applicable law, and Abbott rules and regulations. In undertaking any such repair or maintenance, Abbott will take reasonable care to prevent impairment to the signal performance of the Lake Forest Fiber Optic System; to this end, Abbott will make reasonable efforts to coordinate its repair and maintenance activities with Lake Forest. In the event that Lake Forest requests any reasonable repair or maintenance of the Licensed Premises, Abbott shall initiate any such maintenance or repair within a reasonable period of time following Lake Forest's written request therefor; in the event of any emergency repair, Abbott will promptly respond on-site after such notification and will diligently work to complete such repair and restoration within a commercially reasonable period of time; provided, however, if Lake

Forest requires that such emergency repairs occur more expeditiously, lake Forest must notify Abbott and may thereafter pursue such repairs at its own expense in accordance with the procedures set forth in Section 5(d) relating to lake Forest's work on or affecting the Licensed Premises. For maintenance or repair work on the Licensed Premises that Lake Forest requests, Lake Forest will reimburse Abbott for the full cost and expense of such work. Notwithstanding anything to the contrary contained herein, for repairs which are either required by applicable laws, the Illinois Department of Transportation or Lake Forest or which are in the reasonable opinion of Abbott required to maintain and address operational, systems, equipment and structural needs of Abbott's Facilities, Lake Forest shall be obligated to reimburse Abbott for either (i) the full cost of such repairs to the extent the repairs relate solely to the Licenses Premises, or (ii) one-third (1/3) of the costs and expenses for such work associated with the Abbott's Facilities. Whenever any maintenance or repair work is required or proposed for which Lake Forest will have a reimbursement obligation, upon written request from Lake Forest, Abbott will provide Lake Forest with an estimate for the cost of such maintenance or repair work. Upon completion of any maintenance or repair work under this Section 5(c) for which Lake Forest is obligated to reimburse Abbott, Lake Forest shall make such reimbursement to Abbott within thirty (30) days after Abbott's presentation of a statement itemizing all such costs, which statement will include the invoices for labor and materials that Abbott has received for such work.

(d) Installation, Maintenance, and Repair of the Lake Forest Fiber Optic System. Lake Forest will be solely responsible for the installation, maintenance, and repair of the Lake Forest Fiber Optic System in the Licensed Premises, and all costs and expenses arising from any such activities. The securing of any permits required in connection with any such installation, maintenance, or repair will be the sole responsibility of Lake Forest. All such installation, maintenance, and repair shall be conducted by Lake Forest in accordance with good engineering standards and all requirements of applicable law; in undertaking any such repair or maintenance, Lake Forest will take care to prevent impairment to the signal performance of Abbott's Facilities. Lake Forest will be permitted to store slack cable and splice enclosures as necessary in manholes and junction boxes of Abbott's Facilities, and Lake Forest will be permitted to have access to each such manhole and junction box serving the Licensed Premises (including the possession of all keys necessary for such access), provided that Lake Forest first obtains a confined space permit from Abbott in accordance with Abbott rules and regulations. In addition, to the extent necessary for any installation, maintenance, or repair of the Lake Forest Fiber Optic System, Abbott will provide Lake Forest with access to any fiber endpoints upon request. Before accessing the Licensed Premises (or any junction box or manhole of Abbott's Facilities), Lake Forest will coordinate such access with Abbott for installation or maintenance and repair work and shall perform such work with contractors from the Approved Contractor List (as hereinafter defined).

(e) Work Notices. For purposes of keeping each other informed of work affecting Abbott's Facilities or the Licensed Premises, Abbott and Lake Forest shall each designate a primary and secondary point of contact that is authorized and available twenty-four (24) hours a day, seven (7) days a week to address maintenance and repair issues. Notification of maintenance or repair work should ordinarily be made in writing, but may be made

telephonically if the circumstances warrant. Prior to performing any installation work pursuant to this Section 5, Lake Forest will provide a minimum of ten (10) days written notification to Abbott. If any disruption of Abbott's Facilities is anticipated from work by Lake Forest, the anticipated time and duration of the work and related interruption shall be subject to approval by Abbott. If any disruption of the Lake Forest Fiber Optic System is anticipated by Abbott, Abbott will confer with Lake Forest concerning the anticipated time and duration of the work and related disruption and possible steps to mitigate the effects of such disruption.

(f) Work Procedures. Abbott will develop and maintain a list of contractors that will be periodically approved by Abbott and Lake Forest (the "**Approved Contractor List**"). Contractors listed on the "Approved Contractor List" shall be required to attend Abbott's Contractor Safety Orientation, and annually thereafter, before performing any work on the Licensed Premises. The Approved Contractor List shall contain names of contractors available on a twenty-four (24) hours a day, seven (7) days a week basis. Unless the parties otherwise agree, any installation, maintenance, or repair work undertaken pursuant to this Section 5 will be performed by a contractor on the Approved Contractor List. Whenever either party undertakes work pursuant to this Section 5, sufficient notice should be provided to give the other party the opportunity to have a representative on-site during such work, but neither party will be required to delay its work so long as the procedures required in this Section 5 are followed. Notwithstanding anything to the contrary contained herein, before accessing any man holes, Lake Forest must first obtain a confined space permit from Abbott in accordance with Abbott's rules and regulations.

(g) Authorized Activities. Lake Forest may allow other governmental bodies to utilize the Lake Forest Fiber Optic System in the Licensed Premises to transmit data, provided that: (i) Lake Forest maintains ultimate control over the Lake Forest Fiber Optic System, and (ii) only Lake Forest will have the ability to access the Licensed Premises, and only in accordance with the terms and requirements of this Agreement.

6. Waiver of Liability. Except for Abbott's gross negligence, recklessness or willful misconduct, Abbott shall not be liable to Lake Forest for any inconvenience, disturbance, loss of business, service outages or any other damages in connection with this License, the Licensed Premises, the Lake Forest Fiber Optic System, or Abbott's installation, maintenance or repair thereof. IN NO EVENT SHALL ABBOTT BE LIABLE TO LAKE FOREST FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING UNDER OR AS A RESULT OF THIS LICENSE (OR THE TERMINATION HEREOF), INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES, OR ON ACCOUNT OF EXPENSES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH THE BUSINESS OR GOODWILL OF LAKE FOREST OR OTHERWISE.

7. Indemnity. To the maximum extent permitted under applicable Law, Lake Forest agrees to protect, indemnify, defend and hold harmless Abbott, its parents, subsidiaries and affiliates, and their respective officers, directors, shareholder, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, fines, penalties, costs (including

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costs related to environmental investigation, remediation or monitoring), damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with any breach or violation of this License on the part of Lake Forest.

8. **No Liens.** Lake Forest will not cause any lien or claim for lien to be asserted against the Licensed Premises. Lake Forest shall indemnify and save harmless Abbott from all claims, litigation and liability asserted against Abbott, and any costs and attorney's fees incidental thereto, on account of any such lien or claim of liens.

9. **Easement.** This License is subject and subordinate to Abbott's LF Permit and IDOT Permit (collectively, the "**Abbott Permits**") and all the terms, covenants and conditions in Abbott's Permits contained are incorporated herein by reference as if fully set forth herein, except to the extent such terms are modified or changed by the terms of this License.

10. **Restoration of Licensed Premises.** At the expiration or termination of this License, Lake Forest shall promptly surrender possession of the Licensed Premises to Abbott, and Abbott shall have the option in its sole discretion to require, at Lake Forest's expense, to reimburse Abbott for any costs for Abbott restoring the Licensed Premises and removing any of the Lake Forest Fiber Optic System, as applicable. In the event that Abbott does not require the restoration of the Licensed Premises, any part of the Lake Forest Fiber Optic System, including fiber optic cabling, equipment or fixtures installed by or at the request of Lake Forest shall remain at the Licensed Premises and shall become Abbott's property and this License shall act as a bill of sale in which Lake Forest conveys such property to Abbott.

11. **Termination Option.** This License may be terminated by Abbott prior to the expiration of the Term upon one hundred eighty (180) days prior written notice to Lake Forest.

12. **Notices.** Whenever notice is required to be given pursuant to this License (except as otherwise provided in Section 5(e)), the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Lake Forest:

City of Lake Forest
220 East Deerpath Avenue
Lake Forest, Illinois 60045
Attn: City Manager Robert R. Kiely, Jr.

If to Abbott:

Abbott Laboratories
Department 316, Bldg. AP52S
200 Abbott Park Road
Abbott Park, Illinois 60064-3537
Attention: Divisional Vice President of Corporate Real Estate

With copy to:

Abbott Laboratories
Pharmaceutical Products Group, Legal Operations
Department 323, Bldg. AP6A-2
100 Abbott Park Road
Abbott Park, Illinois 60064-6011
Attention: Real Estate Counsel

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this License, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

13. **Waiver of Jury Trial.** ABBOTT AND LAKE FOREST, BY THIS SECTION, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LICENSE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LICENSE, THE RELATIONSHIP OF ABBOTT AND LAKE FOREST, LAKE FOREST'S USE OR OCCUPANCY OF THE LICENSED PREMISES, OR ANY OTHER CLAIMS, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

14. **Captions.** The section headings appearing in this License are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

15. **Binding Effect: Assignment.** The covenants, conditions, and agreements contained in this License will bind and inure to the benefit of Abbott and Lake Forest and their respective heirs, distributees, executors, administrators, successors and permitted assigns. Except to the extent permitted under Section 5 of this License, Lake Forest shall not assign or transfer, whether by operation of law or otherwise, this License or any rights under the License without the prior written consent of Abbott, which consent may be withheld in Abbott's sole discretion.

16. **Entire Agreement.** This License, the exhibits and addenda, if any, contain the entire agreement between Abbott and Lake Forest regarding the subject matter hereof, and fully

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supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

17. **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this License.

18. **No Waiver.** The failure of either party to enforce at any time any provision of this License shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this License or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this License shall be held to constitute a waiver of any other or subsequent breach.

19. **No Third Party Beneficiaries.** Abbott and Lake Forest agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this License nor any of the rights and privileges conferred herein.

20. **Severability.** If any term, provision or condition in this License shall, to any extent, be invalid or unenforceable, the remainder of this License (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this License shall be valid and enforceable to the fullest extent permitted by law.

21. **Governing Law: Venue.** The terms and provisions of this License shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.

22. **Attorneys' Fees.** Either party hereto (or their respective representatives, successors and assigns) may enforce this instrument by appropriate action and the prevailing party in such action shall be entitled to recover as part of its costs reasonable attorneys' fees and expenses.

23. **No Strict Construction.** The rule of strict construction does not apply to the grant contained herein. Such grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Lake Forest shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this License and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or any exhibits or amendments hereto.

24. **Counterparts.** This License may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

25. **Time is of the Essence.** Time is of the essence of each and every provision of this License.

26. **No Partnership.** None of the terms and provisions of this License shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this License cause them to be considered joint venturers or members of any joint enterprise.

27. **Alternative Dispute Resolution.** Notwithstanding anything to the contrary contained in this License, the parties recognize that bona fide disputes may arise which relate to the parties' rights and obligations under this License. The parties agree that any such dispute shall be resolved by Alternative Dispute Resolution ("ADR") in accordance with the procedure set forth in Exhibit B.

28. **No Publicity.** Neither party shall issue or make any public announcement, press release or other public disclosure regarding this License or its subject matter or the parties without the other party's prior written consent, except for any such disclosure that is, in the opinion of the disclosing party's counsel, required by law or the rules of a stock exchange on which the securities of the disclosing party are listed. In the event a party is, in the opinion of its counsel, required to make a public disclosure by law or the rules of a stock exchange on which its securities are listed, such party shall submit the proposed disclosure in writing to the other party at least five (5) days prior to the date of disclosure for an opportunity to comment thereon.

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6/17/08 Draft

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the day and year first above written.

ABBOTT LABORATORIES, an Illinois corporation

By: Robert J. Peterson
Name: Portfolio Manager
Its: Robert J. Peterson

THE CITY OF LAKE FOREST, an Illinois home-rule special-charter municipal corporation

By: Robert R. Kiely, Jr.
Name: Robert R. Kiely, JR
Its: City Manager

EXHIBIT ADescription of Licensed Premises

The Licensed Premises is one 1.25-inch inner duct of the Abbott Facilities installed and utilized by and on behalf of Abbott, including the physical conduit, manholes, junction boxes, and pedestals, which Abbott Facilities extends along the course depicted in red ("Fiber for primary sites") on the following map:

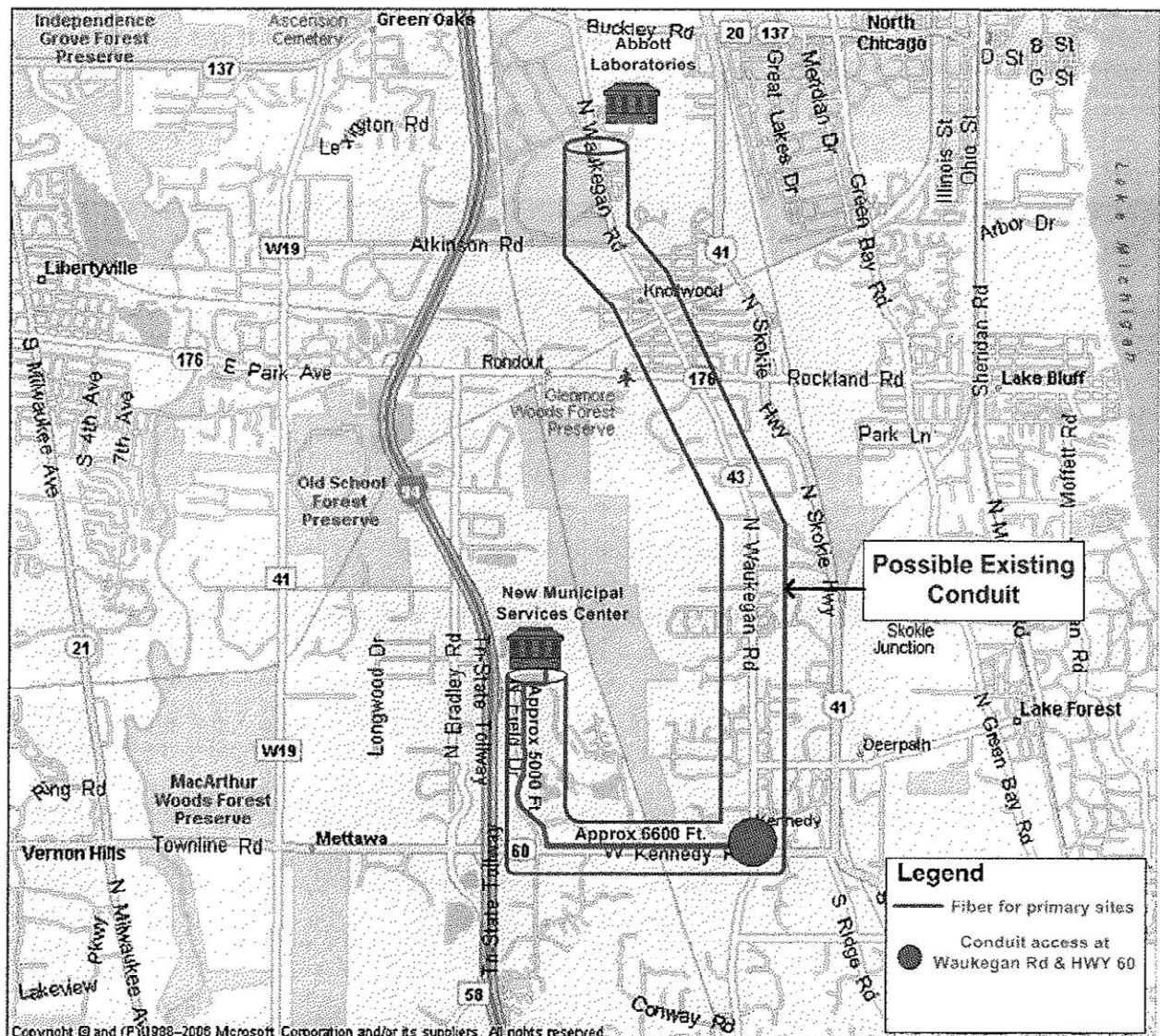


EXHIBIT B**Alternative Dispute Resolution**

The parties recognize that from time to time a dispute may arise relating to either party's rights or obligations under this License. The parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the parties.

To begin the ADR process, a party first must send written notice of the dispute to the other party for attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days of the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an ADR proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.

2. Within twenty-one (21) days following the initiation of the ADR proceeding, the parties shall select a mutually acceptable neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, either party may request the President of the CPR Institute for Dispute Resolution ("CPR"), 366 Madison Avenue, 14th Floor, New York, New York 10017, to select a neutral pursuant to the following procedures:

(a) The CPR shall submit to the parties a list of not less than five (5) candidates within fourteen (14) days after receipt of the request, along with a *Curriculum Vitae* for each candidate. No candidate shall be an employee, director, or shareholder of either party or any of their subsidiaries or affiliates.

(b) Such list shall include a statement of disclosure by each candidate of any circumstances likely to affect his or her impartiality.

(c) Each party shall number the candidates in order of preference (with the number one (1) signifying the greatest preference) and shall deliver the list to the CPR within seven (7) days following receipt of the list of candidates. If a party believes a conflict of interest exists regarding any of the candidates, that party shall provide a written explanation of the conflict to the CPR along with its list showing its order of

preference for the candidates. Any party failing to return a list of preferences on time shall be deemed to have no order of preference.

(d) If the parties collectively have identified fewer than three (3) candidates deemed to have conflicts, the CPR immediately shall designate as the neutral the candidate for whom the parties collectively have indicated the greatest preference. If a tie should result between two candidates, the CPR may designate either candidate. If the parties collectively have identified three (3) or more candidates deemed to have conflicts, the CPR shall review the explanations regarding conflicts and, in its sole discretion, may either (i) immediately designate as the neutral the candidate for whom the parties collectively have indicated the greatest preference, or (ii) issue a new list of not less than five (5) candidates, in which case the procedures set forth in subparagraphs 2(a) - 2(d) shall be repeated.

3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the parties. If the parties cannot agree, the neutral shall designate a location other than the principal place of business of either party or any of their subsidiaries or affiliates.

4. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral:

(a) a copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;

(b) a list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

(c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The parties agree that neither side shall seek as part of its remedy any punitive damages.

(d) a brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

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(a) Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.

(b) Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.

(c) The party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.

(d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.

(e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral shall have sole discretion regarding the admissibility of any evidence.

6. Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall not issue any written opinion or otherwise explain the basis of the ruling.

8. The neutral shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

(a) If the neutral rules in favor of one party on all disputed issues in the ADR, the losing party shall pay one hundred percent (100%) of such fees and expenses.

(b) If the neutral rules in favor of one party on some issues and the other party on other issues, the neutral shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

9. The rulings of the neutral and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

10. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.

11. All ADR hearings shall be conducted in the English language.

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of July, 2020, by and between the **THE CITY OF LAKE FOREST**, an Illinois home rule municipality ("**City**") and **JASON C. WICHA** ("**Employee**").

WHEREAS, the City desires to secure the Employee's services as the City Manager under the terms, provisions, and conditions set forth in this Agreement; and

WHEREAS, Employee desires to accept employment with the City under the terms, provisions, and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above, the promises and agreements in this Agreement, and other valuable consideration, the parties agree as follows:

Section 1. Employment and Duties. The City agrees to employ Employee as City Manager, and Employee agrees to accept employment as City Manager, with a start date of January 28, 2019. Employee agrees to perform all duties of the City Manager as set forth in the City Charter, the City Code, and Illinois statute, as well as other duties that may be assigned to Employee by the Mayor and City Council from time-to-time.

Section 2. Term. Employee will serve as City Manager for an indefinite term at the pleasure of the Mayor and City Council. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Mayor and City Council to terminate the employment of the Employee at any time, with or without cause, subject only to the provisions of this Agreement. Moreover, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position as City Manager, subject only to the provisions of this Agreement.

Section 3. Termination and Severance Pay.

A. **Termination without Cause.** The City may terminate this Agreement and remove Employee, without cause, subject to payment of severance as provided by this Subsection 3.A. Termination without cause is defined as termination of Employee's employment for any reason other than as defined in Subsection 3.B below. If Employee is terminated by the Mayor and City Council without cause, Employee will be entitled to a lump sum cash payment equal to six months' base salary. The City will continue to provide health insurance benefits as provided for in this Agreement for six months or until Employee obtains health insurance coverage elsewhere, whichever is less. In exchange for the severance payment, Employee agrees to execute all waivers and releases that the City customarily requires of employees upon separation of employment with the City, including waivers and releases of specific statutory rights after required waiting periods.

B. **Termination with Cause.** The City may terminate this Agreement and remove Employee with just cause. If Employee is terminated by the Mayor and City Council for just cause, Employee will not be entitled to any severance payment. Termination with just cause is defined as termination of Employee's employment for conviction of any felony, conviction of any crime

involving moral turpitude damaging the integrity of the City, or official misconduct as defined by Illinois statutes.

C. Resignation. If Employee voluntarily resigns from his position as City Manager, Employee must give the City a minimum of three months advance notice in writing, unless otherwise modified by the Mayor and City Council.

D. Disability. If Employee becomes disabled or is otherwise unable to perform his duties with reasonable accommodation because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks or for 20 working days over a 30 working day period, following exhaustion of any accrued sick leave, the City has the option to terminate this Agreement unless otherwise prohibited by applicable law, subject to termination and severance requirements.

E. Payout of Accrued Leave. Upon any termination of Employee under this Section 3, Employee will be entitled to compensation for any accrued but unused vacation or other leave time in the manner required by law and as set forth in the City's then-applicable Personnel Policies and Procedures.

Section 4. Compensation and Benefits.

A. Base Salary. The City agrees to pay Employee a base salary of Two Hundred Thousand Dollars (\$205,000.00), payable in installments in accordance with the City's normal payroll practices. The base salary may be adjusted from time-to-time as the Mayor and City Council, in their sole discretion, may determine without having to amend this Agreement.

B. Bonus. The City reserves the right to recognize and reward successful performance and may, at the time of evaluation or at any other time, and in the City's sole discretion, pay Employee such additional bonus compensation as the City deems appropriate.

C. Deferred Compensation. The City agrees to execute all necessary documents for the Employee's participation in an ICMA-RC deferred compensation plan ("***Plan***"). The City agrees to pay an amount equal to 8.75% of the Employee's base salary into the Plan on Employee's behalf, in equal proportionate amounts each pay period.

D. Health Insurance Benefits. Employee is eligible and entitled to participate in the City's medical and dental insurance program on the same terms applicable to other City management employees from time-to-time.

E. Life Insurance Benefits. Employee will receive the same life insurance benefits received by all City management employees from time-to-time.

F. IMRF. Employee will be eligible to enroll in the Illinois Municipal Retirement Fund ("***IMRF***") pursuant to its terms and provisions, and the City will make the employer's contribution.

G. Professional Development. In order to maintain Employee's professional standing and continued education, the City agrees to pay the reasonable cost of Employee's dues in professional associations and other reasonable expenses of professional development, and attendance at state and national city management conferences.

Section 5. Vacation, Sick Leave, Holidays, and Personal Days.

A. Vacation. On Employee's start date, Employee will receive 40 hours of vacation leave. For the remainder of Employee's first calendar year of employment, Employee will receive 6.15 hours of vacation leave per pay period. In the second and subsequent years, Employee will receive 6.46 hours of vacation leave per pay period, equivalent to four weeks per year.

B. Sick Leave. On Employee's start date, Employee will receive 40 hours of sick leave. Thereafter, Employee will be eligible for the same sick leave benefits received by City management employees from time-to-time, up to 96 hours per year.

C. Holidays and Personal Days. The Employee will receive the same holidays and personal days each calendar year as received by City management employees from time-to-time.

D. Policies on Use and Accrual of Leave. Employee's use and accrual of vacation leave, sick leave, holidays, and personal days will be subject to the rules and policies contained in the then-applicable City's Personnel Policies and Practices.

Section 6. Relocation and Residency.

A. Residency. The City and Employee agree that residency in the City is a condition of employment under this Agreement.

B.

C. Lake Forest Residence Loan.

1. In recognition of the expenses involved in residing in Lake Forest, the City agrees to provide a loan ("***Loan***") to Employee in the amount of \$200,000.00 for a portion of the purchase price of a residence purchased by Employee in Lake Forest ("***Lake Forest Residence***"). The Loan will be without interest. The City will pay this sum as directed by Employee on the date of closing of the Lake Forest Residence. The Loan will be evidenced by a promissory note ("***Note***"), which Note must be made by the Employee and any co-owner of the Lake Forest Residence.

2. The Loan will be due and payable upon the earlier of (a) the date of closing of the sale or other transfer by Employee and/or a co-owner of any of their interest in the Lake Forest Residence or (b) the date that is nine months after the termination of the Employee's employment as City Manager under this Agreement, whether voluntary or involuntary, with or without cause or (c) 25 years from the effective date of the Note.

3. The provisions of this Subsection 6.C will survive the termination of this Agreement.

D.

Section 7. Performance Evaluation. The Mayor and City Council will review and evaluate the performance of the Employee at least once annually. At a minimum, the performance evaluation process will include a written evaluation of the work performance during the previous rating period, a review of Employee's goals and performance objectives for the next rating period, and a written summary of the evaluation results.

Section 8. Exclusive Employment. Employee's position as City Manager will be his sole employment.

Section 9. Other Terms and Conditions of Employment. All provisions of the City Charter, the City Code, the City's Personnel Policies and Practices, and other rules or policies of the City as they now exist or may be amended from time-to-time will also apply to the Employee as they would to other employees of the City, except as expressly set forth in this Agreement.

Section 10. Indemnification. The City agrees to defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. The City will have the right to compromise and settle any such claim or suit and thereupon pay the amount of any settlement or judgment rendered thereon.

Section 11. Attorney Review. Employee acknowledges that he has been informed by the City, through the terms of this Agreement, that he was advised to review and discuss the terms of this Agreement with an attorney of his choice prior to signing this Agreement.

Section 12. General Provisions. This Agreement constitutes the entire Agreement between the parties and it will be binding upon and inure to the benefits of the heirs, executors, successors and assigns of the parties. This Agreement may only be amended by written instrument executed by both parties, and each provision of this Agreement will be deemed severable. Neither party may assign their rights or obligations under this Agreement without the express written consent of the other party. This agreement supersedes all prior agreements between the parties regarding the matters herein set forth. This Agreement will be construed under the laws of the State of Illinois.

Section 13. Notices. Any notice required under this Agreement will be deemed given when deposited in the U.S. mail to the following:

City:

Mayor
City Hall, The City of Lake Forest
220 E Deerpath Rd
Lake Forest, Illinois 60045

Employee:

Jason C. Wicha

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF LAKE FOREST, a home
rule municipality

ATTEST:

By _____
Mayor

City Clerk

JASON C. WICHA

THE CITY OF LAKE FOREST

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING CHAPTER 153.391
OF THE LAKE FOREST CITY CODE
STORM SEWER AND SURFACE DRAINAGE

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

WHEREAS, The City of Lake Forest has enacted certain regulations relating to storm sewers and surface drainage; and

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

WHEREAS, The City of Lake Forest desires to update the current provisions of the City Code governing storm sewers and surface drainage to minimize negative impacts on adjacent properties and rights-of-way; and

WHEREAS, on December 10, 2020 and July 8, 2020, the Public Works Committee of the City Council considered and recommended approval of the proposed Code amendments at public meetings; and

WHEREAS, the Mayor and City Council, having considered the recommendation for amendments to the Code as it relates to storm sewers and surface drainage have determined that adopting this Ordinance and amending Sections 153.391 as hereafter set forth, will be in the best interests of the City and its residents;

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

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

SECTION TWO: Amendments to Chapter 93, Section 391 entitled "Storm Sewers and Surface Drainage" of the City Code is hereby amended and shall hereafter be and read as reflected in Exhibit A which is attached here to and made a part hereof.

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

Passed this ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT A

§ 150.391 STORM SEWER AND SURFACE DRAINAGE.

(B) *Storm sewers.* Where a public storm sewer or a stub is available on the same side of the street as the residence, footing drains may be connected to the public storm sewer or stub by gravity or through a sump pump subject to review and a determination by the City Engineer that such connection is warranted and that sufficient capacity exists in the public system. Said connection shall occur in the following manner unless otherwise approved by the City Engineer.

(1) A six-inch building storm sewer service line shall be installed from the public storm sewer or stub to within ten feet of the foundation. This six-inch line shall be rigid, non-perforated PVC, SDR 26, or six inch ductile iron pipe, class 52.

(2) The storm drain lateral from the storm sewer or stub shall be bedded on three inches of CA-6 and subsequently covered with a minimum of five inches of CA-6 prior to any backfilling.

(3) Private storm and sanitary sewers are to be in separate trenches unless the sanitary sewer is of water main quality pipe.

(4) Connections to the public storm sewer shall be made to a stub if provided, or a manhole or basin, or, the sewer may be tapped and the connection made with a manufactured saddle. All area drains shall be provided with a catch basin before connection to the public sewer. See mud basin Graphic 4 in § 150.400.

(5) (a) Footing drains or sump pumps serving footing drains may only be connected to a road drain if a storm sewer connection is not available on the same side of the street as the property served and if, in the determination of the City Engineer, the road drain is adequate to accommodate the proposed connection. When footing drains are served by a sump pump, two-inch plastic pipe may be used from a point outside the foundation to the road drain. The connection to the road drain shall be made by removing a section of the road drain pipe and replacing with a tee, into which the plastic pipe shall be connected. Two-inch coil plastic pipe shall be placed 42 inches below grade. Rigid plastic pipe shall be bedded on three inches of CA-6 and covered with a minimum of five inches of CA-6 prior to any backfilling.

(b) All draintile systems may only be connected to a city storm sewer or road drain if approved by the City Engineer.

(c) Discharge pipes for draintile systems, footing drains, yard drains and sump pumps shall daylight a minimum distance of ten feet from all property lines; an increased setback distance may be required if, in the determination of the City Engineer, a greater distance is necessary to avoid discharge over a public street, parkway or sidewalk with the potential to impact public safety.

(6) (a) All sump pumps shall be provided with check valves.

(b) All sump pump basins shall be a minimum of three feet deep with fiberglass construction, with a hub and sealed cover. See Graphic 7 in § 150.400.

Proposed changes are reflected in strikeout and red text.

§ 150.391 STORM SEWER AND SURFACE DRAINAGE.

(B) *Storm sewers.* Where a public storm sewer or a stub is available on the same side of the street as the residence, footing drains ~~shall~~ may be connected to the public storm sewer or stub by gravity or through a sump pump; subject to review and a determination by the City Engineer that such connection is warranted and that sufficient capacity exists in the public system. Said connection shall occur in the following manner unless otherwise approved by the City Engineer.

(1) A six-inch building storm sewer service line shall be installed from the public storm sewer or stub to within ten feet of the foundation. This six-inch line shall be rigid, non-perforated PVC, SDR ~~38~~ 26, or six inch ductile iron pipe, class 52. ~~vitrified clay pipe with slip seal joints, ASTM Designation C700/78.~~

(2) The storm drain lateral from the storm sewer or stub shall be bedded on three inches of ~~washed torpedo sand or pea gravel, CA-6~~ and subsequently covered with ~~sand or pea-~~ a minimum of five inches of gravel CA-6 prior to any backfilling. ~~There shall be a minimum of three inches of cover over the pipe.~~

(3) Private storm and sanitary sewers are to be in separate trenches unless the sanitary sewer is of ~~service weight east iron~~ water main quality pipe.

(4) Connections to the public storm sewer shall be made to a stub if provided, or a manhole or basin, or, the sewer may be tapped and the connection made with a manufactured saddle. All area drains shall be provided with a catch basin before connection to the public sewer. See mud basin Graphic 4 in § 150.400.

(5) (a) Footing drains or sump pumps serving footing drains ~~only~~ may only be connected to a road drain if a storm sewer connection is not available on the same side of the street as the property served and if, in the determination of the City Engineer, the road drain is adequate to accommodate the proposed connection. When footing drains are served by a sump pump, two-inch plastic pipe may be used from a point outside the foundation to the road drain. The connection to the road drain shall be made by removing a section of the road drain pipe and replacing with a tee, into which the plastic pipe shall be connected. Two-inch coil plastic pipe shall be placed 42 inches below grade. Rigid plastic pipe shall be bedded on ~~four~~ three inches of CA-6 compacted sand. Sand shall also be placed to the spring line of the pipe and covered with a minimum of five inches of CA-6 prior to any backfilling.

(b) All drintile systems ~~shall terminate in~~ may only be connected to a city storm sewer or road drain ~~if when available~~ approved by the City Engineer.

(c) Discharge pipes for drintile systems, footing drains, yard drains and sump pumps shall daylight a minimum distance of ten feet from all property lines; an increased setback distance may be required if, in the determination of the City Engineer, a greater distance is necessary to avoid

discharge over a public street, parkway or sidewalk with the potential to impact public safety.

- (6) (a) All sump pumps shall be provided with check valves.
- (b) All sump pump basins shall be a minimum of three feet deep with fiberglass construction, with a hub and sealed cover. See Graphic 7 in § 150.400.
